

Gibraltar Casualty Company

A Delaware Corporation
UNDERWRITING MANAGER:
Dryden & Company, Inc.,
One Main Street, Chatham, New Jersey 07928

Policy No.: GMX 00318

Prior No.: New

Producer: Carl J. Johannes Co.

24300 Chagrin Blvd., Suite 104

Beachwood, Ohio 44122

Code: 173

DECLARATIONS

Item 1. Insured's Name and Address

R.P.M. Inc. (as per Underlying Insurance as described in Item 5 of this policy)
2628 Pearl Road
Medina, Ohio 44256

Item 2. Policy Period - From: October 31, 1979 To: May 18, 1980
(12:01 A.M. Standard Time at the address of the Insured as stated herein)

Item 3. Coverage/Limits of Liability

This policy covers with respect to those coverages indicated below, and shall apply only as excess of the UNDERLYING LIMITS and then only up to the amount of GIBALTAR'S LIMITS OF LIABILITY, shown below:

<u>COVERAGE</u>	<u>UNDERLYING LIMITS</u>	<u>GIBALTAR'S LIMITS OF LIABILITY</u>
Excess Umbrella Liability	\$1,000,000. each occurrence and annual aggregate where applicable, excess of various Underlying Primaries and/or Self-Insured Retentions	\$4,000,000. each occurrence and annual aggregate where applicable, excess of UNDERLYING LIMITS

Item 4. Premium: \$22,618.

Term

A) Deposit: \$22,618.

-B) ~~Amount~~ Minimum: \$22,618.

Rate: \$.50

Premium Basis: per \$1,000. Sales

Item 5. Schedule of Underlying Insurance:

Columbia Casualty Umbrella Liability Policy No. RDU 365 3984.

Endorsement Number(s) Attached:
#1

November 21, 1979

Date gs

Dryden & Company, Inc., Underwriting Manager

[Signature]
Authorized Signature

PLAINTIFF'S EXHIBIT

BOND-254

Gibraltar Casualty Company

Policy No.: ~~GMK-00318~~

SERVICE OF PROCESS ENDORSEMENT

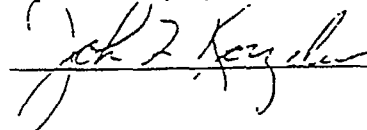
Service of process upon the Company in connection with a claim arising under this policy may be made in any manner permitted by law. Where permitted, the Company hereby appoints the Commissioner of Insurance (or equivalent insurance regulatory official) as its attorney in fact to accept such service of process, and forward the documents to:

John T. Andrews, Jr.
General Counsel
Gibraltar Casualty Co.
P.O. Box 908
213 Washington Street
Newark, N. J. 07101

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

Name of Insured: R.P.M. Inc. Endorsement: #1
Producer: Carl J. Johannes Co. Effective Date: 10/31/79

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

11/21/79 GS

TERMS AND CONDITIONS

I. INSURING AGREEMENT

To pay on behalf of the Insured the Ultimate Net Loss which the Insured shall become legally obligated to pay excess of the amount of the Insured's retention, if any, and excess of the Underlying Limits as stated in Item 3 of the Declarations, but only up to a total amount not to exceed Gibraltar's limits of liability as stated in Item 3 of the Declarations, resulting from an occurrence or occurrences insured by the terms and conditions of the Underlying Insurance scheduled in Item 5 of the Declarations.

The insurance afforded by this policy shall apply only after the Insured has paid its retention, if any, and the Underlying Insurance has paid such Underlying Limits.

Except as may be otherwise provided by the terms and conditions of this policy, the insurance afforded by this policy shall follow the insuring agreements and is subject to the same warranties, terms, definitions, conditions, and exclusions, except as to any renewal agreement, as are contained in the Underlying Insurance specified in Item 5 of the Declarations on the effective date of this policy.

II. DEFINITIONS

Ultimate Net Loss, as used herein, shall mean the sums paid by reason of adjudication or settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages, and other insurances (other than recoveries under the Underlying Insurance, policies of coinsurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude all "Costs" except when they are included within the limits of liability by the terms of the Underlying Insurance specified in Item 5 of the Declarations.

"Costs," as used herein, shall mean interest on judgments, investigation, adjustment and legal expenses, and fees including court costs and premiums on bonds, and shall exclude all expenses for salaried employees and counsel on retainer and all office expenses of the Insured.

Underlying Insurance — the policy(ies) specified in Item 5 of the Declarations and any other policy(ies) providing Underlying Limits.

Underlying Insurer — the insurer(s) specified in Item 5 of the Declarations and any other insurer(s) providing Underlying Limits.

Underlying Limits — the limits as specified in Item 3 of the Declarations.

III. MAINTENANCE OF UNDERLYING INSURANCE

The Insured warrants that the Underlying Insurance and Underlying Limits specified in the Declarations shall be maintained in full force and effect during the currency of this policy, except for reduction of the aggregate limits solely by reason of payment of claims resulting from occurrences happening during the period of this policy.

Failure to maintain the Underlying Insurance shall constitute a breach of the terms and conditions of this policy by the Insured and shall automatically terminate this policy without notice unless Gibraltar consents thereto by endorsement issued to form part of this policy. Premium adjustment shall be made as soon as practicable thereafter but payment or tender of unearned premium is not a condition of termination.

In the event of change in the premium or rating of the Underlying Insurance while the policy is in force, the Insured shall notify Gibraltar in writing as soon as practicable and, at the option of Gibraltar, the premium hereon may be adjusted accordingly.

IV. NOTICE OF OCCURRENCE

Whenever the Insured has information of an occurrence involving injuries or damages which may involve this policy, written notice shall immediately be given to Gibraltar. Such notice shall contain particulars sufficient to identify the Insured and full and complete information as may then be available concerning the occurrence. Thereafter, the Insured shall advise Gibraltar of all subsequent developments involving the occurrence and events which may affect Gibraltar's liability under this policy. If legal proceedings are instituted, the Insured shall immediately forward to Gibraltar all papers relating thereto, received by the Insured or the Insured's representative, together with reports of investigations with respect to the occurrence. The Insured shall immediately give Gibraltar written notice of any substantial reduction in or exhaustion of the aggregate limits in the Underlying Insurance.

V. ASSISTANCE, COOPERATION, AND DEFENSE

Gibraltar shall have no obligation to participate in or to assume charge of the investigation, defense, or settlement of any claim made, or suits brought or proceedings instituted against the Insured even after the retention, if any, of the Insured and the Underlying Limits have been paid; but, it shall have the right and be given the opportunity to associate with the Insured and the Insured's Underlying Insurer and their defense counsel, in defense and control of any claim, suit, or proceeding relative to any occurrence, which in the opinion of Gibraltar, may involve liability on the part of Gibraltar under the terms of this policy. In the event of the exhaustion of the Underlying Limits, Gibraltar, at its sole discretion, may elect to assume control and defense of any or all claims, suits and proceedings which in its opinion, may involve this policy.

The Insured warrants that it will extend the fullest cooperation and assistance to Gibraltar as well as that of its agents, employees, and others who may be under its control in requesting, obtaining and making available any documents and information during the investigation, defense, and control of any claim or suit.

Unless Gibraltar elects otherwise, the Insured shall be solely responsible for the investigation, defense, settlement, and final disposition of any claim made or suit brought or proceeding instituted against the Insured to which this policy would apply and to which no Underlying Insurer is obligated to defend. The Insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the Insured shall not make or agree to any settlement for any sum, which would involve the limits of this insurance, without the prior written approval of Gibraltar.

VI. RIGHT OF APPEAL

In the event the Underlying Insurer or the Insured elects not to appeal a judgment in excess of the Underlying Limits, Gibraltar may elect to conduct such appeal and shall be liable only for such expenses incurred in the prosecution of the appeal including court costs, interest and

dental thereto and for premium on required appeal bonds which are not payable under Underlying Insurance.

In the event a judgment is rendered in excess of the Underlying Limits and the Underlying Insurer elects to appeal such judgment, the duty of obtaining an appeal bond in regard to liability in excess of the Underlying Limits shall rest with the Insured and its Underlying Insurer.

VII. PAYMENT OF LOSS

Payment under this policy with respect to any occurrence shall not be collectible unless and until the Insured or the Underlying Insurer(s) shall have paid the amount of the Underlying Limits plus Costs. Thereafter, Gibraltar promptly shall pay on behalf of the Insured the amount of the loss falling within the terms of this policy.

VIII. INSOLVENCY

The insolvency of the Insured, Underlying Insurer, or both shall not increase the liability of Gibraltar and Gibraltar shall pay only such sums in excess of the amount of the Insured's retention, if any, and of the Underlying Limits.

IX. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is specifically in excess of insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

X. SUBROGATION

Inasmuch as this policy is "excess insurance", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to Gibraltar. It is, therefore, understood and agreed that in case of any payment hereunder, Gibraltar will act in concert with all other parties (including the Insured) concerned, in the exercise of such rights of recovery. The Insured shall do nothing after loss to prejudice such rights. The apportioning of any amounts which may be so recovered shall follow the principle that any parties (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; Gibraltar is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the parties (including the Insured) of whom this coverage is in excess are

entitled to claim the residue, if any. Expenses necessary to the recovery of any such amount shall be apportioned between the parties (including the Insured) concerned, in the ratio of their respective recoveries as finally settled. If there is no recovery in proceedings conducted solely by Gibraltar, Gibraltar shall bear the expense thereof.

XI. ASSIGNMENT

Assignment of interest under this policy shall not bind Gibraltar unless and until its consent is endorsed hereon.

XII. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop Gibraltar from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof signed by Gibraltar.

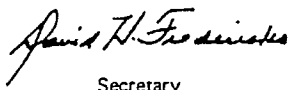
XIII. CANCELLATION

This policy may be cancelled by the Insured by mailing to Gibraltar written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by Gibraltar by mailing to the Insured at the address shown in this policy written notice stating when not less than thirty (30) days or as soon thereafter as permitted by law, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of such cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the Insured, earned premium shall be computed in accordance with the customary short rate table and procedure. If Gibraltar cancels, earned premium shall be computed pro rata. If this policy insures more than one named Insured, cancellation may be effected by the first of such named Insureds for the account of all the named Insureds; notice of cancellation by Gibraltar to such first named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first named Insured shall be to the account of all interest herein.

Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

In Witness Whereof, Gibraltar has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless countersigned on the Declarations page of this policy by a duly authorized representative of Gibraltar.



Secretary



President

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

It is agreed that the policy does not apply:

- I. 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 Association 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision 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 the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material if
 - (a) 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;
 - (b) the nuclear material is contained in spent fuel or waste or at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or 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 possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproducts material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designated or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

Producer: McDonough Caperton/Cleveland
Location: Cleveland, Ohio

**BLANKET EXCESS LIABILITY POLICY
(LAYERED FORM)**

EAS

04 03 30 0024

DECLARATIONS

ITEM 1. Insured's Name and Address (No., Street, Town, State, Zip)

RPM, Inc., Etal
(Per End.#1)
2628 Pearl Road
Medina, Ohio 44256

Insurance is provided by the company designated below
(hereinafter called the Company)



Safeco Insurance Company
of America,
Home Office: Seattle, Wash.
(a stock insurance company)
herein called the Company.

ITEM 2. POLICY PERIOD: 5-31-80 5-31-81
Inception (Mo. Day Yr.) Expiration (Mo. Day Yr.)
12:01 a.m. standard time at the address of the named insured as stated herein

ITEM 3. LIMIT OF LIABILITY:

\$ 5,000,000
\$ 5,000,000

EACH OCCURRENCE
AGGREGATE

ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY

\$ 5,000,000
\$ 5,000,000

EACH OCCURRENCE
AGGREGATE

ITEM 5. PREMIUM:

A. METHOD OF PREMIUM COMPUTATION: Flat

ITEM 6. DEPOSIT PREMIUM: \$ 5,000
ANNUAL MINIMUM PREMIUM: \$ 5,000

In the event of cancellation by the named insured, the company shall receive and retain not less than \$500.
minimum premium.

as the policy

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

1. Gibraltar Casualty Company, Policy #GMU 00044, Effective 5-31-80/81

Limits: \$5,000,000 ea. occ./agg. excess primary & SIR

Named Insured Endorsement

This policy has been signed by the President and Secretary of the Company designated on the declarations page and shall not be valid unless countersigned by an authorized representative of the Company.

MD Amundson
Secretary

Bruce Maines
President

EASI Insurance Services (Ohio), Inc., 14701 Detroit Ave., Lakewood, Ohio 44107, 216/221-3737

COUNTERSIGNED: *Karen E. Haskins*
Authorized Representative

DATE: July 1, 1980 kps

LAYERED FORM BLANKET EXCESS LIABILITY POLICY

The Company designated on the Declarations page, (hereafter called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for Property Damage liability under this policy shall apply (1) to physical injury to or destruction of tangible property which occurs during the policy period, including loss of use thereof any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely for reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Underlying Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (applying as excess over various policies of primary insurance) with limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. If such underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as

are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise EASI Insurance Services of any occurrence or disaster which may result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligation hereunder.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company, and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expenses hereunder shall not include salaries and expense of the Insured employees incurred in investigation, adjustment and litigation.

5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else necessary to secure such rights. The Insured shall do nothing at loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

(Continued on Page Two)

7. **PREMIUM.** The deposit premium stated in the declarations is an estimated premium only. Upon termination of this policy, or at such other time as may be specified herein, the earned premium shall be computed in accordance with the method of computation stated in the declarations. If the earned premium thus computed exceeds the deposit premium paid, the named insured shall pay the amount in excess thereof to the Company; if less, the Company shall return to the named insured the unearned portion paid. In no event shall the earned premium be less than the minimum premium stated in the declarations, or the short rate or pro rata adjustment of the minimum premium described in the Cancellation condition of this policy, if this policy is canceled as therein provided.

In the event of change in the premium or rating of any underlying insurance while this policy is in force, the named insured shall notify the Company in writing as soon as practicable and, at the option of the Company, the premium hereon may be adjusted accordingly.

The Company shall have the right to examine the named insured's books and records at any time during the policy period and within one year thereafter for the purpose of determining actual earned premium.

8. **CANCELLATION.** This policy may be canceled by the named insured by mailing to EASI Insurance Services, written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by EASI Insurance Services by mailing to the named insured at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by EASI Insurance Services shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If EASI Insurance Services cancels, earned premium shall be computed pro rata. In either event the minimum premium stated in the declarations shall be adjusted short rate or pro rata, as the case may be.

However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the insured.

Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

EXCLUSIONS

~~XXXXXX This policy does not apply to the hazardous properties of nuclear material or byproduct material.~~

2. This policy does not apply: Under any 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 Association 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.

3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if;
- (a) 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,
 - (b) 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 an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or 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 possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

As used in Exclusions 2 and 3:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus destined or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

(Final Page)

NAMED INSURED

It is agreed that Item 1, of the Declarations, Named Insured, shall read as follows:

RPM, Inc
Bondex International (Canada), Ltd.
Bondex International, Inc.
Mohawk Finishing Products (Canada), Ltd.
Mohawk Finishing Products, Inc.
Mac-O-Lac Paints, Inc.
Briggs Brothers Paint Manufacturing Company
F.O. Pierce Company
Republic Powdered Metals, Inc.
Floquil - Polly S. Color Corporation
Gates Engineering Company, Inc.
RPM Consumer Products, Inc.
Proko Industries, Inc.
Richard E. Thibaut, Inc.
Alox Corporation
Westgate Advertising, Inc.
RPM International, Inc.
H. Behlen & Brothers, Inc.
Tropical Paint Company
Probond, Inc.
Vinylife, Inc.

This endorsement when attached to it forms part of the policy.
All other terms and conditions remain unchanged.

POLICY NUMBER:

COMPANY:
PRODUCER:

INSURED:

END. 1

EFFECTIVE:

PREMIUM:	\$
_____ % Federal Tax	\$
_____ % State Tax	\$
_____ % Stamping Fee	\$
	\$
TOTAL	\$
	\$
	\$



By: Karen E. Franklin
Date: July 1, 1980 kps
Office: Cleveland

Gibraltar Casualty Company

A Delaware Corporation
UNDERWRITING MANAGER:
Dryden & Company, Inc.,
One Main Street, Chatham, New Jersey 07928

Policy No.: GMU 00044

Prior No.: New

Producer: Carl J. Johannes Co.

P.O. Box 2195

Hudson, Ohio 44236

Code: _____

DECLARATIONS

Item 1. Insured's Name and Address

R.P.M., Inc.
2628 Pearl Road
Medina, Ohio 44256

Item 2. Policy Period - From May 31, 1980 To May 31, 1981
(12:01 A.M. Standard Time at the address of the Insured as stated herein)

Item 3. Retained Limit - \$ 10,000.

Item 4. Gibraltar's Limit of Liability

A. Each Occurrence - \$5,000,000.

B. Aggregate - \$5,000,000.

Item 5. Premium \$50,000.

A. Deposit - \$ 50,000.

B. Annual Minimum - \$ 50,000.

Rate \$.59

Premium Basis per \$1,000. Sales

Item 6. Endorsement Number(s) Attached -

#1, #2, #3, #4, #5, #6, #7, #8

June 3, 1980
Date scs

Dryden & Company, Inc., Underwriting Manager

John A. Kay
Authorized Signature

Gibraltar Casualty Company

SCHEDULE A UNDERLYING INSURANCE

Attached to Policy No. GMU 00044

CARRIER, POLICY, AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
Aetna C & S Policy No. (to be determined) 5/31/80 - 81	Comprehensive General Liability	\$1,000,000. Combined Single Limit
Aetna C & S Policy No. (to be determined) 5/31/80 - 81	Comprehensive Automobile Liability	\$1,000,000. Combined Single Limit
Cardinal Casualty Policy No. (to be determined) 5/31/80 - 81	Products Liability	\$1,000,000. Combined Single Limit

BON - 02847

Gibraltar Casualty Company

Policy No.: GMU 00044

POLLUTION AND CONTAMINATION EXCLUSION

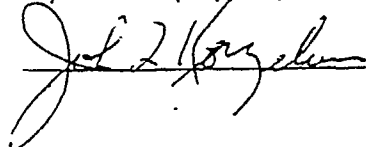
This policy shall not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, oil or other petroleum substance, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants 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.

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

Name of Insured: R.P.M., Inc. Endorsement: #1
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

6/3/80 scs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00044

CARE, CUSTODY, & CONTROL EXCLUSION

It is agreed that this insurance does not apply to liability arising out of Property Damage to:

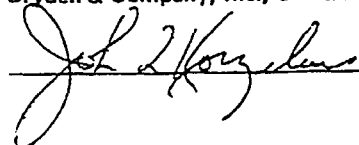
- 1) property owned or occupied by or rented to the Insured;
- 2) property used by the Insured;
- 3) property in the care, custody, or control of the Insured or property over which the Insured is for any purpose exercising physical control.

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

Name of Insured: R.P.M., Inc. Endorsement: #2
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

6/3/80 scs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02849

Gibraltar Casualty Company

Policy No.: GMU 00044

ERISA EXCLUSION

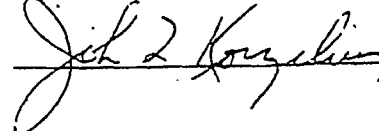
It is agreed that this policy does not apply to loss arising out of liability imposed upon any Insured by the Employee Retirement Income Security Act of 1974 or any amendments or additions thereto.

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

Name of Insured: - R.P.M., Inc. Endorsement: #4
Producer: Carl J. Johannes Effective Date: 5/31/80

6/3/80 scs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02850

Gibraltar Casualty Company

Policy No.: GMU 00044

EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE FOLLOWING FORM

It is agreed that, except to the extent that coverage is provided in the underlying insurance at the underlying limits as set forth in the Schedule of Underlying Insurance, this policy does not apply to:

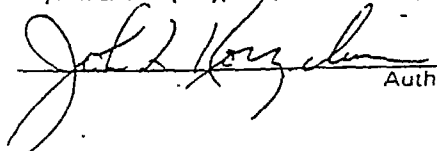
- (A) Damage to or destruction of any property arising out of (1) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, coffer dam or caisson work or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- (B) Damage to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back filling, or pile driving; and property damage to any other property at any time resulting therefrom.

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

Name of Insured: R.P.M., Inc. Endorsement: #6
Producer: Carl J. Johannes Co. Effective Date 5/31/80

6/3/80 scs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02851

Gibraltar Casualty Company

Policy No.: GMU 00044

MEDICAL MALPRACTICE FOLLOWING FORM ENDORSEMENT

It is agreed that the coverage provided by this policy does not apply to liability arising out of:

- (a) the rendering of or failure to render
(1) medical, surgical, dental, X-Ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith; (2) any service or treatment conducive to health or of a professional nature; or (3) any cosmetic or tonsorial service or treatment;
- (b) the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

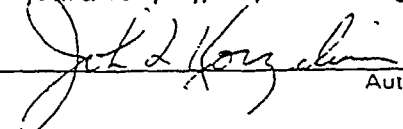
unless such liability is covered by valid and collectible underlying policies as set forth in Schedule A Underlying Insurance, and then only for such hazards for which coverage is afforded by such underlying insurance.

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

Name of Insured: R.P.M., Inc. Endorsement: #7
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

6/3/80 scs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02852

Gibraltar Casualty Company

Policy No.: GMU 00044

SERVICE OF PROCESS ENDORSEMENT

Service of process upon the Company in connection with a claim arising under this policy may be made in any manner permitted by law. Where permitted, the Company hereby appoints the Commissioner of Insurance (or equivalent insurance regulatory official) as its attorney in fact to accept such service of process, and forward the documents to:

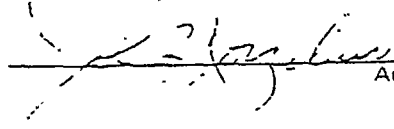
John T. Andrews, Jr.
General Counsel
Gibraltar Casualty Co.
P.O. Box 908
213 Washington Street
Newark, N. J. 07101

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

Name of Insured: R.P.M., Inc. Endorsement: #8
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

6/3/80 scs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02853

Gibraltar Casualty Company

Policy No.: GMU 00044

Page 1 of 2

NAMED INSURED

RPM, Inc.
Bondex International (Canada) Ltd.
Bondex International, Inc.
Mohawk Finishing Products (Canada) Ltd.
Mohawk Finishing Products, Inc.
Mac-O-Lac Paints, Inc.
Briggs Brothers Paint Manufacturing Company
F. O. Pierce Company
Republic Powdered Metals, Inc.
Floquil-Polly S. Color Corporation
Gates Engineering Company, Inc.
RPM Consumer Products, Inc.
Proko Industries, Inc.
Richard E. Thibaut, Inc.
Alox Corporation
Westgate Advertising, Inc.
RPM International, Inc.
H. Behlen & Brothers, Inc.
Tropical Paint Company
Probond, Inc.
Vinylife, Inc.

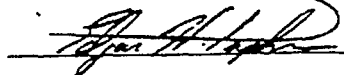
INACTIVE SUBSIDIARIES OR DISC CORPORATIONS

Lexington Paint and Varnish Corporation
Dutch Masters Paint and Chemical, Inc.
Lee Forbes & Company, Inc.
Alox International Sales Corporation

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

Name of Insured: R.P.M., Inc. Endorsement: #9
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00044

Page 2 of 2

EXCLUDED SUBSIDIARIES

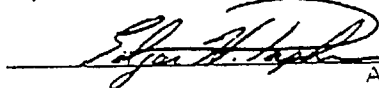
Designcraft Fabric Corporation
Republic D & B, Inc.
The Dean & Barry Company
RPCW, Inc.
Mameco International, Inc.
L. D. Wracm, Inc.
Mameco Europe, S. A.
Medina County Travel Service

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

Name of Insured: R.P.M., Inc. Endorsement: #9
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

8/20/80 gs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00044

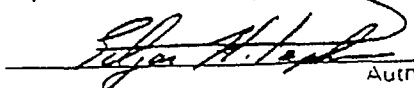
In consideration of the premium charged, it is agreed Endorsement
number 3 and Endorsement number 5 are deleted.

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

Name of Insured: R.P.M. Inc. Endorsement: #10
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

8/20/80 gs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00044

AMENDMENT OF CANCELLATION CONDITION

Except with respect to cancellation for non-payment of premium, it is agreed that the second sentence of Policy Condition K Cancellation is amended to read as follows:

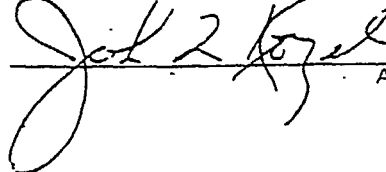
This Policy may be cancelled by Gibraltar by mailing to the Insured, at the address shown in this policy, written notice stating when, not less than SIXTY (60) days thereafter such cancellation shall be effective.

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

Name of Insured: R.P.M., Inc. Endorsement: #11
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

8/21/80 gs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02857

ORIGINAL

Gibraltar Casualty Company

Policy No.: GMU 00044

EMPLOYERS LIABILITY - UNDERLYING INSURANCE

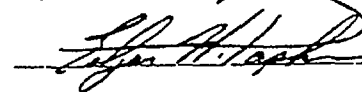
It is agreed that as respects Personal Injury sustained by any employee of the Named Insured the insurance afforded by this policy shall be excess of a primary limit of \$100,000. each Accident or Occurrence, whether or not such primary limit is provided by underlying insurance.

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

Name of Insured: R.P.M., Inc. F. Document. #12

Producer: Carl J. Johannes Co. Effective Date 5/31/80

Dryden & Company, Inc. Underwriting Manager



Authorized Signature

8/21/80 gs

Gibraltar Casualty Company

Policy No.: GMU 00044

It is agreed Schedule A is amended to include:

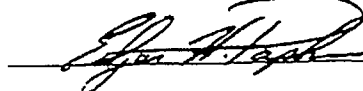
Carrier, Policy and Term	Coverage	Applicable Limits
Great Northern Insurance Co. Policy No. 7119-74-91 May 31, 1980-81	Foreign General Liability	\$1,000,000. Combined Single Limit

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

Name of Insured: R.P.M., Inc. Endorsement: #13
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

Dryden & Company, Inc., Underwriting Manager

8/21/80 gs


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMJ 00044

In consideration of the premium charged, it is agreed Item 5 of the
Declarations, Rate, is amended to read:

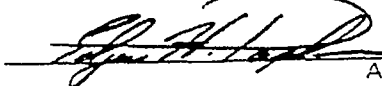
.542

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

Name of Insured: R.P.M., Inc. Endorsement: #14
Producer: Carl J. Johannes Co. Effective Date: 5/31/80

8/21/80 gs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00044

In consideration of the premium charged, it is agreed Schedule A
is amended to include:

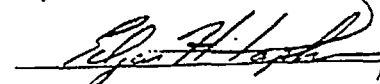
<u>CARRIER, POLICY & TERM</u>	<u>ALOX CORPORATION</u> <u>TYPE OF COVERAGE</u>	<u>APPLICABLE LIMITS</u>
U.S.F.&G. Policy No. 1CCD54613 6/1/80 - 6/1/81	Comprehensive General Liability	Bodily Injury \$1,000,000. Each Occurrence Property Damage \$500,000. Each Occurrence \$500,000. Aggregate
U.S.F.&G. Policy No. BAP289676 6/1/80 - 6/1/81	Auto Liability	\$500,000. Combined Single Limit
Admiral Policy No. AOCML071 6/1/80 - 6/1/81	Property Damage Explosion Only	\$500,000. Each Occurrence \$500,000. Aggregate

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

Name of Insured: R.P.M., Inc. Endorsement: #15
Producer: Carl J. Johannes Co. Effective Date: 6/1/80

9/4/80 scs

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02861

Gibraltar Casualty Company

A DELAWARE CORPORATION

UNDERWRITING MANAGER: Dryden & Company, Inc., One Main Street, Chatham, New Jersey 07928

Umbrella Liability Policy

**MCDONOUGH
CAPERTON
SHEPHERD
GROUP**

MCDONOUGH CAPERTON/CLEVELAND
Suite 106 • 3733 Park East, Cleveland, Ohio 44122
(216) 464-6920



A Subsidiary of Prudential Insurance Company of America

GIBRALTAR CASUALTY COMPANY

POLICY PROVISIONS

Gibraltar Casualty Company, a capital stock insurance company (herein called Gibraltar), agrees with the Insured named in the Declarations, in consideration of the payment of the required premium and subject to all the terms of this policy:

I. INSURING AGREEMENT

Gibraltar will pay on behalf of the Insured the Ultimate Net Loss, in excess of the applicable underlying or retained limit, which the Insured shall become legally obligated to pay as damages because of:

A. Personal Injury; B. Property Damage; or C. Advertising Injury to which this policy applies, caused by an Occurrence.

any vehicle to which this policy applies, but Gibraltar shall have no obligation to apply for or furnish any such bonds;

- c) pay reasonable expenses incurred by the Insured at Gibraltar's request in assisting Gibraltar in the investigation or defense of any claim or suit, including actual loss of earnings.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

A. With respect to Personal Injury, Property Damage, or Advertising Injury covered by underlying insurance, Gibraltar shall not be called upon to assume charge of the investigation, defense, or settlement of any claim made or suit brought or proceedings instituted against the Insured but shall have the right and be given the opportunity to associate with the Insured in defense and control of any claim, suit, or proceeding relative to any Occurrence which in the opinion of Gibraltar may involve liability on the part of Gibraltar under the terms of this policy. If Gibraltar avails itself of such right and opportunity, Gibraltar shall do so at its own expense. Court costs and interests, if incurred with the consent of Gibraltar, shall be borne by Gibraltar in the proportion that its share of Ultimate Net Loss bears to the total amount of Ultimate Net Loss.

B. With respect to Personal Injury, Property Damage, or Advertising Injury not covered by underlying insurance but within the coverage provided by this policy, or if the limits of liability of underlying insurance are exhausted by payment of judgment or settlements because of Personal Injury, Property Damage, or Advertising Injury during the period of this policy, Gibraltar shall:

1. have the right and duty to defend any suit against the Insured seeking damages on account of such Personal Injury, Property Damage, or Advertising Injury even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but Gibraltar shall not be obligated to pay any claim or judgment or to defend any suit after Gibraltar's limit of liability has been exhausted by payment of judgments or settlements.
2. in addition to the amount of Ultimate Net Loss payable:
 - a) pay all expenses incurred by Gibraltar, all costs taxed against the Insured in any suit defended by Gibraltar, and the interest on the amount of any judgment therein which accrues after entry of the judgment and before Gibraltar has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of Gibraltar's liability thereon;
 - b) pay premiums on appeal bonds required in any suit, premium of bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of

In jurisdictions where Gibraltar may be prevented by law or otherwise from carrying out this agreement, Gibraltar will indemnify the Insured for such expense incurred with its written consent in accordance with this provision.

III. PERSONS OR ENTITIES INSURED

A. The named Insured is the organization(s) named in the Declarations of this policy and includes:

1. any subsidiary company including subsidiaries thereof and any other company under their control and active management at the inception date of this policy;
2. new organizations acquired by the named Insured during the policy period through consolidation, merger, purchase of the assets of, or assumption of control and active management provided such acquisition or assumption is reported within 60 days after it is effected and provided further such acquisition is endorsed on this policy;
3. if the named Insured is a partnership or a joint venture, any partner or member thereof is included as a named Insured but only with respect to his liability as a partner or member of such partnership or joint venture;
4. if the named Insured is an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named Insured with respect to the conduct of such a business;

B. Each of the following is an Insured under this policy to the extent set forth below:

1. any person, organization, trustee, or estate to whom or to which the named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the named Insured or to facilities of or facilities used by the named Insured and then only to the extent of the coverage required by such contract and for the limits of liability specified in such contract in excess of the retained limit, but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;
2. at the option of the named Insured and subject to the terms of the coverage of this insurance, any additional Insured(s) included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided for such additional Insured(s) thereunder;

3. except with respect to the ownership, maintenance, or use, including loading or unloading, of automobiles or aircraft, any officer, employee, director, or stockholder of the named Insured while acting on behalf of such named Insured, or any person or organization while acting as real estate manager for the named Insured;
4. any person while using, with the permission of the named Insured, any automobile or aircraft owned by, loaned to, or hired for use by or on behalf of the named Insured and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use is within the scope of such permission, and any officer, director, or stockholder of the named Insured with respect to the use of an automobile or aircraft not owned by the named Insured but only while such automobile or aircraft is being used in the business of the named Insured. The insurance with respect to any person or organization other than the named Insured does not apply under this Paragraph 4:
 - a) to any person or organization or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage, or public parking place;
 - b) with respect to any automobile or aircraft hired by or loaned to the named Insured, to the owner, or a lessee of whom the named Insured is a sub-lessee thereof, other than the named Insured, or to any agent or employee of such owner or lessee;
 - c) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales, service, or repair organization, or airport or hangar operator or their respective employees or agents.

LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy; (2) persons or organizations who sustain Personal Injury, Property Damage, or Advertising Injury; (3) claims made or suits brought on account of Personal Injury, Property Damage, or Advertising Injury; (4) automobiles, aircraft, or watercraft to which this policy applies; or (5) coverages under which Ultimate Net Loss is insured in this policy, Gibraltar's liability with respect to Personal Injury, Property Damage, Advertising Injury, or any combination thereof, shall be only for the Ultimate Net Loss in excess of the Insured's Retained Limit, and then for an amount not exceeding the amount specified in Item 4A of the Declarations arising out of any one Occurrence during the policy period.

There is no limit to the number of Occurrences during the policy period for which claims may be made hereunder, except that the liability of Gibraltar

1. because of all Personal Injury and Property Damage included within the Products Hazard and all Personal Injury and Property Damage included within the Completed Operations Hazard, or both combined; or
2. because of all Occupational Disease sustained by all employees of Insureds arising out of and in the course of their employment,

arising out of all Occurrences during each policy period shall not exceed the aggregate limit of liability stated in Item 4B of the Declarations.

If the aggregate limits of liability of the underlying insurance listed in Schedule A are reduced or exhausted because of Personal Injury, Property Damage, or Advertising Injury which occur during the period of this policy, Gibraltar will, during the policy period of this policy and subject to Gibraltar's limit of liability stated above, continue such coverage as is afforded by such listed underlying insurance for the remainder of the policy period of such underlying insurance in excess of the reduced or exhausted limits.

In those cases where the underlying insurance listed in Schedule A contains an aggregate limit of liability for all insured damages arising out of:

1. Advertising Injury, or
2. automobile Personal Injury, or automobile Property Damage, or both combined, or
3. other Personal Injury, or other Property Damage, or both combined, or
4. any combination of all or part(s) of the foregoing,

Gibraltar's liability shall likewise be limited to the amount stated as the aggregate limit of liability in Item 4B of the Declarations with respect to all Ultimate Net Loss caused by one or more occurrences during each policy period while this policy is in force commencing from its effective date.

For the purpose of determining the limits of Gibraltar's liability (1) all Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence, and (2) with respect to Advertising Injury, all injury arising out of any advertisement, publicity article, broadcast or telecast, or any combination thereof, involving the same injurious material or act, regardless of the frequency or repetition thereof or the number or kind of media used, whether claim is made by one or more persons, shall be deemed to arise out of one Occurrence.

V. DEFINITIONS

A. **Advertising Injury** means damages which arise out of:

1. unintentional libel, slander, or defamation;
2. infringement of copyright or title or slogan;
3. piracy or unfair competition or idea misappropriation under an implied contract;
4. invasion of rights of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast, or telecast and arises out of the named Insured's advertising activities.

B. **Completed Operations Hazard** - means Personal Injury and Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. Operations include materials, parts, or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. when all operations to be performed by or on behalf of the Insured under the contract have been completed;
2. when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed; or

BON - 02864

3. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The "Completed Operations Hazard" does not include Personal Injury or Property Damage arising out of (1) operations in connection with the transportation of property, unless the Personal Injury or Property Damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, (2) the existence of tools, uninstalled equipment, or abandoned or unused materials.

- C. **Insured's Products** - means goods or products manufactured, sold, handled, or distributed by the Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Insured's Products" shall not include a vending machine or any property other than such a container, rented to or located for use of others but not sold.
- D. **Occurrence** - means:
 1. with respect to Personal Injury and Property Damage, an accident, a happening, an event, or a continuous or repeated exposure to conditions which results during the policy period in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All such exposure to substantially the same general conditions shall be deemed one Occurrence;
 2. with respect to Advertising Injury, an act or series of acts in which the same or similar advertising material is used, regardless of the number or kind of media used, committed during the policy period which causes such Advertising Injury. All damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, or the number of claimants shall be deemed to arise out of one Occurrence.
- E. **Occupational Disease** - means bodily injury by disease as insured by Coverage B of the standard Workers' Compensation and Employers' Liability Policy.
- F. **Personal Injury** - means:
 1. bodily injury, sickness, disease, disability, shock, fright, mental anguish, and mental injury, including death at any time resulting therefrom;
 2. false arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention, malicious prosecution and humiliation;
 3. the publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of rights of privacy, except where any of the foregoing arises out of the Insured's advertising activities;

4. racial, religious, sex, or age discrimination (unless insurance thereof is prohibited by law) not committed by or at the direction of the Insured, but only with respect to liability other than for fines and penalties imposed by law; and

5. assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

G. **Products Hazard** - means Personal Injury and Property Damage arising out of the named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs away from premises owned by or rented to the named Insured and after physical possession of such products has been relinquished to others.

H. **Property Damage** - means (1) Physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an Occurrence during the policy period.

I. **Retained Limit** - means:

1. with respect to Personal Injury, Property Damage, or Advertising Injury covered by the underlying insurance stated in Schedule A, an amount equal to the applicable limit(s) of liability stated in Schedule A plus the limit(s) of any other insurance collectible by the Insured (other than insurance purchased specifically in excess of this policy), and
2. with respect to Personal Injury, Property Damage, or Advertising Injury not covered by the underlying insurance stated in Schedule A, but within the coverage provided by this policy, the amount stated in Item 3 of the Declarations or the amount of any other collectible insurance (other than insurance purchased specifically in excess of this policy) which is available to the insured. In the event the amount of said other collectible insurance is less than the amount stated in Item 3 of the Declarations, the Insured shall retain for the Insured's own account the difference between the amount available from said other collectible insurance and the amount stated in Item 3 of the Declarations.

J. **Ultimate Net Loss** - means the sums paid or payable by reason of adjudication or settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages, and other insurances (other than recoveries under the underlying insurance policies, or policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude (1) all loss expenses and legal expenses (including interest on judgments, investigation, adjustment, and legal expenses, and fees including taxed court costs and premiums on bonds), unless they are included within the limit of liability of the underlying insurance listed on Schedule A; and (2) all expenses for salaried employees and counsel on retainer and all office expenses of the insured, Gibraltar, or any underlying insurer.

EXCLUSIONS

This policy does not apply:

- A. to any obligation for which the Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation, or disability benefits law or under any similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named Insured under contracts.
- B. to Property Damage:
 1. to property owned by the Insured; or
 2. to the Insured's Products arising out of such products or any part of such products; or
 3. to work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith.
 4. arising from the loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - i. a delay in or lack of performance by or on behalf of the named Insured of any contract or agreement; or
 - ii. the failure of the named Insured's Products or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness, or durability warranted or represented by the named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named Insured's Products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured; or
- C. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named Insured's Products or work completed by or for the named Insured or of any property of which such products or work form a part if such products, work, or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- D. to Advertising Injury resulting from
 1. failure of performance of contract; or
 2. infringement of trademark, service mark, or trade name of goods or services sold, offered for sale, or advertised, but this exclusion shall not relate to titles or slogans; or
 3. incorrect description of any article or commodity; or
 4. mistake in advertised price.

CONDITIONS

A. Underlying Insurance

The named Insured shall maintain the underlying policies and renewals thereof with limits of liability as stated in Schedule A in full effect during this policy period, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of Occurrences which happen during this policy period. Failure of the named Insured to comply with the foregoing shall not

invalidate this policy, but in the event of such failure, Gibraltar shall be liable only to the extent that it would have been liable had the named Insured complied therewith.

As this policy is excess insurance, the named Insured warrants that coverage under the uninsured motorist laws and "no fault" laws will be maintained during the policy period. It is agreed that the named Insured shall promptly reimburse Gibraltar for any amount of ultimate net loss paid on behalf of any Insured as respects any payment made under an uninsured motorist law, "no fault" law, or any similar law.

The named Insured shall give Gibraltar written notice as soon as practicable of (1) any change in the named Insureds, in the scope of coverage or in the amount of limits of insurance, under any underlying policy, and (2) the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

B. Premium

The premium set forth in the Declarations is an estimated premium only, unless indicated as a fixed premium. Upon termination of this policy, where the premium is estimated, earned premium shall be computed in accordance with the premium computation provisions of an endorsement attached hereto. Where the earned premium thus computed exceeds the estimated advance premium paid, the named Insured shall pay the excess to Gibraltar; where less, Gibraltar shall return the named Insured the unearned portion paid by the named Insured.

The named Insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to Gibraltar at the end of the policy period and at such times during the policy period as Gibraltar may direct.

C. Inspection and Audit

Gibraltar shall be permitted, but not obligated, to inspect the named Insured's property and operations at any time. Neither Gibraltar's right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the named Insured or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule, or regulation. Gibraltar may examine and audit the named Insured's books and records at any time during the policy period and extensions thereof, and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Insured's Duties in the Event of Occurrence, Claim, or Suit

1. In the event of an Occurrence which is reasonably likely to involve this insurance, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to Gibraltar or any of its authorized representatives as soon as practicable.

2. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to Gibraltar every demand, notice, summons, or other process received by the Insured or the Insured's representative.
3. The Insured shall cooperate with Gibraltar and, upon Gibraltar's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Personal Injury, Property Damage, or Advertising Injury with respect to which insurance is afforded under this policy. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense.
4. The named Insured shall promptly reimburse Gibraltar for any amount of Ultimate Net Loss paid on behalf of any Insured within the Retained Limit.

E. Appeals

If the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the Retained Limit, Gibraltar may elect to do so at its own expense and shall be liable for the taxable costs, disbursements, and interest incidental thereto, but in no event shall the liability of Gibraltar for Ultimate Net Loss exceed the amount specified in the limits of liability section of the Declarations plus the taxable costs, disbursements, and interest incidental to such appeal.

F. Action Against Gibraltar

No action shall lie against Gibraltar unless, as a condition precedent thereto, there shall have been full compliance with all 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 after actual trial or by written agreement of the Insured, the claimant, and Gibraltar. 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 Gibraltar as a co-defendant in any action against the Insured to determine the Insured's liability, nor shall Gibraltar be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured shall not relieve Gibraltar of any of its obligations hereunder.

G. Other Insurance

If other valid and collectible insurance with any other insurers applicable to any loss or expense covered by this policy is available to the Insured (other than insurance which is in excess of the insurance afforded by this policy), the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms of other insurance. If collectible insurance under any other policy of Gibraltar is available to the Insured, covering a loss also covered hereunder (other than underlying insurance of which the insurance afforded by this

policy is in excess), Gibraltar's total liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy.

H. Subrogation

In the event of any payment under this policy, Gibraltar shall participate with the Insured and any underlying insurer in the exercise of all the Insured's rights of recovery therefor against any person or organization. The Insured shall do nothing after loss to prejudice such rights and shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The apportionment of any amounts which may be recovered shall be made as follows:

Any interest, including the Insured's that shall have paid an amount in excess of any payment hereunder shall first be reimbursed to the extent of its actual payment. Gibraltar shall be reimbursed next out of any balance then remaining to the extent of its actual payments hereunder. If any balance then remains unpaid, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear.

The expense of any subrogation proceeding brought to enforce such rights shall be apportioned among Gibraltar, the underlying insurers, the Insured, and any other interest, in accordance with the ratio of their respective recoveries as finally settled. If there is no recovery in proceedings conducted solely by Gibraltar, it shall bear the expenses thereof.

I. Changes

Notice to or knowledge possessed by any person shall not effect a waiver or change in part of this policy, or stop Gibraltar from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of Gibraltar.

J. Assignment

Assignment of interest under this policy shall not bind Gibraltar until its consent is endorsed hereon; if however, the named Insured shall die or be adjudged bankrupt or insolvent, such insurance as is afforded by this policy shall apply:

1. to the named Insured's legal representative, as the named Insured, but only while acting within the scope of his duties as such, and
2. with respect to the property of the named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

K. Cancellation

This policy may be cancelled by the named Insured by mailing to Gibraltar written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by Gibraltar by mailing to the named Insured at the address shown in this policy written notice stating when not less than thirty (30) days or as soon thereafter as permitted by law, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of such cancellation stated in the notice shall become the end of the policy period. If can-

cancellation is at the request of the named Insured, earned premium shall be computed in accordance with the customary short rate procedure. If Gibraltar cancels, earned premium shall be computed pro rata. If this policy insures more than one named insured, cancellation may be effected by the first of such named Insureds for the account of all the named Insureds; notice of cancellation by Gibraltar to such first named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first named Insured shall be to the account of all interests herein.

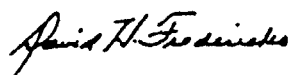
Premium adjustment may be made either at the time cancellation is effected or as soon as practi-

cable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

L. Representations

By acceptance of this policy, the named Insured agrees that the statements in the application and in the Declarations and in any subsequent notice relating to underlying insurance are the named Insured's agreements and representations, that this policy is issued and continued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between the named Insured and Gibraltar or any of its representatives relating to this insurance.

Witness Whereof, Gibraltar has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless countersigned on the Declarations page of this policy by a duly authorized representative of Gibraltar.


Secretary


President

It is agreed that the policy does not apply:

- I. 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 Association 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision 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 the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material if
 - (a) 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;
 - (b) the nuclear material is contained in spent fuel or waste or at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or 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 possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "by-products material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designated or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

Gibraltar Casualty Company

A Delaware Corporation
UNDERWRITING MANAGER:
Dryden & Company, Inc.,
One Main Street, Chatham, New Jersey 07928

Policy No.: GMU 00071

Prior No.: GMU 00044

Producer: Northern Ohio E. & S. Agency, I

P.O. Box 2195

Hudson, Ohio 44236

Code: _____

DECLARATIONS

Item 1. Insured's Name and Address

R.P.M. Inc. et al
P.O. Box 1008
Medina, Ohio 44256

Item 2. Policy Period - From May 31, 1981 To May 31, 1982
(12:01 A.M. Standard Time at the address of the Insured as stated herein)

Item 3. Retained Limit - \$ 10,000.

Item 4. Gibraltar's Limit of Liability

A. Each Occurrence - \$ 5,000,000.

B. Aggregate - \$ 5,000,000.

Item 5. Premium

A. Deposit - \$ 50,000.

B. Annual Minimum - \$ 50,000.

Rate _____

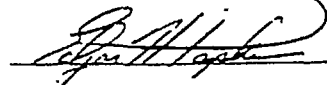
Premium Basis Flat Charge

Item 6. Endorsement Number(s) Attached -

Endorsement(s) #1, 2, 3, 4, 5, 6, 7, 8, 9

Dryden & Company, Inc., Underwriting Manager

June 19, 1981
Date nm


Authorized Signature

Admiral Casualty Company

SCHEDULE A UNDERLYING INSURANCE

Attached to Policy No. GMJ 00071

CARRIER, POLICY, AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
Various	Employer's Liability	Coverage B - Employer's Liability \$100,000. - One Accident
Aetna C & S Policy No. (to be determined) 5/31/81 - 82	Comprehensive General Liability including Employee Benefit Liability	\$1,000,000. - Combined Single Limits
Aetna C & S Policy No. (to be determined) 5/31/81 - 82	Comprehensive Automobile Liability	\$1,000,000. - Combined Single Limits
Cardinal Casualty Co. Policy No. (to be determined) 5/31/81 - 82	Products Liability	\$1,000,000. - Combined Single Limits
Great Northern Insurance Co. Policy No. (to be determined) 5/31/81 - 82	Foreign General Liability and Automobile Liability	\$1,000,000. - Combined Single Limits
Aetna C & S Policy No. (to be determined) 5/31/81 - 82	Canadian General Liability	\$1,000,000. - Combined Single Limits
Aetna C & S Policy No. (to be determined) 5/31/81 - 82	Canadian Automobile Liability	\$1,000,000. - Combined Single Limits
<u>ALOX CORPORATION</u>		
U.S.F. & G Policy No. (to be determined) 6/1/81 - 82	Comprehensive General Liability	Bodily Injury Liability \$1,000,000. - Each Occurrence \$1,000,000. - Aggregate Property Damage Liability \$500,000. - Each Occurrence \$500,000. - Aggregate
Admiral Policy No. (to be determined) 6/1/81 - 82	Property Damage Explosion	Property Damage Liability \$500,000. - Each Occurrence \$500,000. - Aggregate

BON - 02871

Gibraltar Casualty Company

Policy No.: GMU 00071

Page 1 of 3

NAMED INSURED

RPM, Inc.
Bondex International (Canada) Ltd.
Bondex International, Inc.
Mohawk Finishing Products (Canada) Ltd.
Mohawk Finishing Products, Inc.
Mac-O-Lac Paints, Inc.
Briggs Brothers Paint Manufacturing Co.
F. O. Pierce Company
Republic Powdered Metals, Inc.
Floquil-Polly S Color Corporation
Gates Engineering Company, Inc.
Proko Industries, Inc.
Richard-E. Thibaut, Inc.
Alox Corporation
Westgate Advertising, Inc.
RPM International, Inc.
Tropical Paint Company
RPM of New Jersey
SPI Company - joint venture __

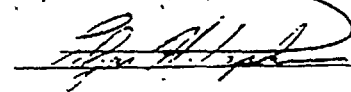
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: R.P.M. Inc. etal Endorsement: #1

Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81

6/19/81 mm

Dryden & Company, Inc., Underwriting Manager



Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00071

Page 2 of 3

Republic D & B, Inc.

The Dean & Barry Company

Dean & Barry Sales, Inc.

B & A Paint Co.

Colonial Paint Co.

Medina Paint Co.

Parkersburg Paint Co.

Piqua Paint Co.

Sandusky Paint Co.

Sidney Paint Co.

The Dean & Barry Wallpaper Co., DBA Thibaut of Ohio

Urbana Paint Co.

Ziegler's Paint Co.

Marion Paint Co.

Lexington Paint & Varnish Corporation (inactive)

Dutch Masters Paint & Chemical, Inc. (inactive)

Lee Forbes & Company, Inc. (inactive)

RPM Consumer Products (inactive)

H. Behlen & Brothers, Inc. (inactive)

Probond, Inc. (inactive)

Alox International Sales Corporation (disc)

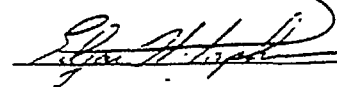
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: R.P.M. Inc. etal Endorsement: #1

Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81

6/19/81 mm

Dryden & Company, Inc., Underwriting Manager



Authorized Signature

BON - 02873

Gibraltar Casualty Company

Policy No.: GMU 00071

Page 3 of 3

EXCLUDED SUBSIDIARIES

- (1) Design/Craft Fabric Corporation
- (1) RPOW, Inc.
- (1) Mameco International, Inc.
- (1) L. D. Wracm, Inc.
- (1) Mameco Europe, S.A.
- (1) RPM World Travel, Inc.
- (1) RPM of Mass.
- (1) Haartz-Mason Incorporated

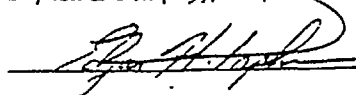
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: R.P.M. Inc. etal Endorsement: #1

Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81

6/19/81 mm

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02874

Gibraltar Casualty Company

Policy No.: GMU 00071

CARE, CUSTODY, & CONTROL EXCLUSION

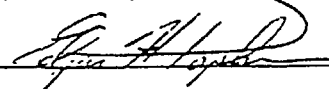
It is agreed that this insurance does not apply to liability arising out of Property Damage to:

- 1) property owned or occupied by or rented to the Insured;
- 2) property used by the Insured;
- 3) property in the care, custody, or control of the Insured or property over which the Insured is for any purpose exercising physical control.

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

Name of Insured: R.P.M. Inc. etal Endorsement: #2
Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81
6/19/81 mm

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02875

Gibraltar Casualty Company

Policy No.: GMU 00071

ERISA EXCLUSION

It is agreed that this policy does not apply to loss arising out of liability imposed upon any Insured by the Employee Retirement Income Security Act of 1974 or any amendments or additions thereto.

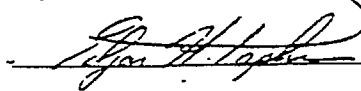
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: R.P.M. Inc. etal Endorsement: #3

Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81

6/19/81 mm

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02876

Gibraltar Casualty Company

Policy No.: GMU 00071

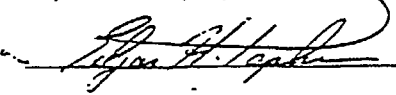
POLLUTION AND CONTAMINATION EXCLUSION

This policy shall not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, oil or other petroleum substance, 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.

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

Name of Insured: R.P.M. Inc. etal Endorsement: #4
Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81
6/19/81 mm

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02877

Gibraltar Casualty Company

Policy No.: GMU 00071

AMENDMENT OF CANCELLATION CONDITION

Except with respect to cancellation for non-payment of premium, it is agreed that the second sentence of Policy Condition K Cancellation is amended to read as follows:

This Policy may be cancelled by Gibraltar by mailing to the Insured, at the address shown in this policy, written notice stating when, not less than Sixty (60) days thereafter such cancellation shall be effective.

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

Name of Insured: R.P.M. Inc. etal

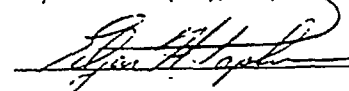
Endorsement: #5

Producer: Northern Ohio E. & S. Agency, Inc.

Effective Date: 5/31/81

6/19/81 mm

Dryden & Company, Inc., Underwriting Manager



Authorized Signatur-

BON - 02878

Gibraltar Casualty Company

Policy No.: GMU 00071

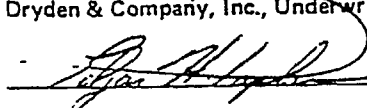
EMPLOYERS LIABILITY - UNDERLYING INSURANCE

It is agreed that as respects Personal Injury sustained by any employee of the Named Insured the insurance afforded by this policy shall be excess of a primary limit of \$100,000. each Accident or Occurrence, whether or not such primary limit is provided by underlying insurance.

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

Name of Insured: R.P.M. Inc. etal Endorsement: #6
Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81
6/19/81 mm

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02879

Gibraltar Casualty Company

Policy No.: GMU 00071

EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE- FOLLOWING FORM

It is agreed that, except to the extent that coverage is provided in the underlying insurance at the underlying limits as set forth in the Schedule of Underlying Insurance, this policy does not apply to:

- (A) Damage to or destruction of any property arising out of (1) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, coffer dam or caisson work or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- (B) Damage to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back filling, or pile driving; and property damage to any other property at any time resulting therefrom.

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

Name of Insured: R.P.M. Inc. etal

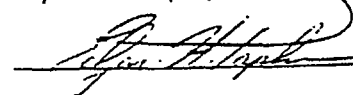
Endorsement: #7

Producer: Northern Ohio E. & S. Agency, Inc.

Effective Date: 5/31/81

6/19/81 mm

Dryden & Company, Inc., Underwriting Manager



Authorized Signature

BON - 02880

ORIGINAL

Gibraltar Casualty Company

Policy No.: GMI 00071

MEDICAL MALPRACTICE FOLLOWING FORM ENDORSEMENT

It is agreed that the coverage provided by this policy does not apply to liability arising out of:

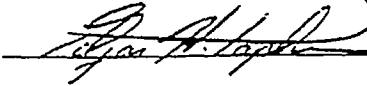
- (a) the rendering of or failure to render
(1) medical, surgical, dental, X-Ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith; (2) any service or treatment conducive to health or of a professional nature; or (3) any cosmetic or tonsorial service or treatment;
- (b) the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

unless such liability is covered by valid and collectible underlying policies as set forth in Schedule A Underlying Insurance, and then only for such hazards for which coverage is afforded by such underlying insurance.

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

Name of Insured: R.P.M. Inc. etal Endorsement: #8
Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81
6/19/81 mm

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02881

Gibraltar Casualty Company

Policy No.: GMU 00071

SERVICE OF PROCESS ENDORSEMENT

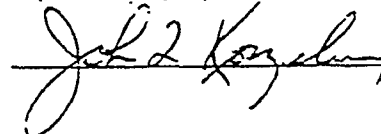
Service of process upon the Company in connection with a claim arising under this policy may be made in any manner permitted by law. Where permitted, the Company hereby appoints the Commissioner of Insurance (or equivalent insurance regulatory official) as its attorney in fact to accept such service of process, and forward the documents to:

John T. Andrews, Jr.
General Counsel
Gibraltar Casualty Co.
P. O. Box 908
213 Washington Street
Newark, N. J. 07101

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

Name of Insured: R.P.M. Inc. etal Endorsement: #9
Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81
6/19/81 mm

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02882

Gibraltar Casualty Company

Policy No.: GMU 00071

In consideration of the premium charged, it is agreed that the following entity is added to this Policy as Named Insured (see Endorsement #1) and is deleted from Excluded Subsidiaries:

Design/Craft Fabric Corporation

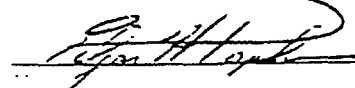
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: R.P.M. et al Endorsement: # 10

Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81

8/7/81 mm

Dryden & Company, Inc. Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00071

In consideration of the premium charged, it is agreed Item 1 of the Declarations, Named Insured, is amended in part to read:

Delete: SPI Company - Joint Venture

Add: ARG Company - Joint Venture

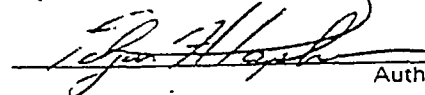
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: R.P.M. Inc. Etal Endorsement: # 11

Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 5/31/81

10/16/81 km

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMJ 00071

In consideration of an Additional Premium of \$707., it is agreed,
Endorsement #1, Named Insured, is amended to include:

Haartz-Mason, Inc.

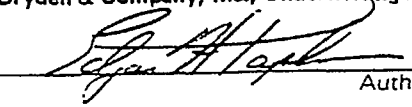
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: R.P.M. Inc. Etal Endorsement: # 12

Producer: Northern Ohio E. & S. Agency, Inc. Effective Date: 9/15/81

10/23/81 km

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02885

Gibraltar Casualty Company

A DELAWARE CORPORATION

UNDERWRITING MANAGER: Dryden & Company, Inc., One Main Street, Chatham, New Jersey 07925

Umbrella Liability Policy

**MCDONOUGH
CAPERTON
SHEPHERD
GROUP**

MCDONOUGH CAPERTON/CLEVELAND
Suite 106 • 3733 Park East, Cleveland, Ohio 44122
(216) 464-6920



A Subsidiary of Prudential Insurance Company of America

GIBRALTAR CASUALTY COMPANY

POLICY PROVISIONS

Gibraltar Casualty Company, a capital stock insurance company (herein called Gibraltar), agrees with the Insured named in the Declarations, in consideration of the payment of the required premium and subject to all the terms of this policy:

I. INSURING AGREEMENT

Gibraltar will pay on behalf of the Insured the Ultimate Net Loss, in excess of the applicable underlying or retained limit, which the Insured shall become legally obligated to pay as damages because of:

A. Personal Injury; B. Property Damage; or C. Advertising Injury to which this policy applies, caused by an Occurrence.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

A. With respect to Personal Injury, Property Damage, or Advertising Injury covered by underlying insurance, Gibraltar shall not be called upon to assume charge of the investigation, defense, or settlement of any claim made or suit brought or proceedings instituted against the Insured but shall have the right and be given the opportunity to associate with the Insured in defense and control of any claim, suit, or proceeding relative to any Occurrence which in the opinion of Gibraltar may involve liability on the part of Gibraltar under the terms of this policy. If Gibraltar avails itself of such right and opportunity, Gibraltar shall do so at its own expense. Court costs and interests, if incurred with the consent of Gibraltar, shall be borne by Gibraltar in the proportion that its share of Ultimate Net Loss bears to the total amount of Ultimate Net Loss.

B. With respect to Personal Injury, Property Damage, or Advertising Injury not covered by underlying insurance but within the coverage provided by this policy, or if the limits of liability of underlying insurance are exhausted by payment of judgment or settlements because of Personal Injury, Property Damage, or Advertising Injury during the period of this policy, Gibraltar shall:

1. have the right and duty to defend any suit against the Insured seeking damages on account of such Personal Injury, Property Damage, or Advertising Injury even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but Gibraltar shall not be obligated to pay any claim or judgment or to defend any suit after Gibraltar's limit of liability has been exhausted by payment of judgments or settlements.

2. in addition to the amount of Ultimate Net Loss payable:

- a) pay all expenses incurred by Gibraltar, all costs taxed against the Insured in any suit defended by Gibraltar, and the interest on the amount of any judgment therein which accrues after entry of the judgment and before Gibraltar has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of Gibraltar's liability thereon;
- b) pay premiums on appeal bonds required in any suit, premium of bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of

any vehicle to which this policy applies Gibraltar shall have no obligation to apply or furnish any such bonds;

- c) pay reasonable expenses incurred by the Insured at Gibraltar's request in assisting Gibraltar in the investigation or defense of any claim or suit, including actual loss of earnings.

In jurisdictions where Gibraltar may be prevented by law otherwise from carrying out this agreement, Gibraltar indemnify the Insured for such expense incurred with the written consent in accordance with this provision.

III. PERSONS OR ENTITIES INSURED

A. The named Insured is the organization(s) named in the Declarations of this policy and includes:

1. any subsidiary company including subsidiary thereof and any other company under their control and active management at the inception of this policy;
2. new organizations acquired by the named Insured during the policy period through consolidation, merger, purchase of the assets of, or assumption of control and active management provided such acquisition or assumption is reported within 60 days after it is effected and provided further such acquisition is endorsed on this policy;
3. if the named Insured is a partnership or a joint venture, any partner or member thereof is included as a named Insured but only with respect to his liability as a partner or member of such partnership or joint venture;
4. if the named Insured is an individual, the person designated but only with respect to the conduct of a business of which he is the sole proprietor or the spouse of the named Insured with respect to the conduct of such a business;

B. Each of the following is an Insured under this policy, to the extent set forth below:

1. any person, organization, trustee, or estate whom or to which the named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the named Insured or to facilities of or facilities used by the named Insured and then only to the extent of the coverage required by such contract and for the limits of liability specified in such contract in excess of the retained limit, but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;
2. at the option of the named Insured and subject to the terms of the coverage of this insurance, any additional Insured(s) included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided for such additional Insured(s) thereunder;

3. except with respect to the ownership, maintenance, or use, including loading or unloading, of automobiles or aircraft, any officer, employee, director, or stockholder of the named Insured while acting on behalf of such named Insured, or any person or organization while acting as real estate manager for the named Insured;
4. any person while using, with the permission of the named Insured, any automobile or aircraft owned by, loaned to, or hired for use by or on behalf of the named Insured and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use is within the scope of such permission, and any officer, director, or stockholder of the named Insured with respect to the use of an automobile or aircraft not owned by the named Insured but only while such automobile or aircraft is being used in the business of the named Insured. The insurance with respect to any person or organization other than the named Insured does not apply under this Paragraph 4:
 - a) to any person or organization or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage, or public parking place;
 - b) with respect to any automobile or aircraft hired by or loaned to the named Insured, to the owner, or a lessee of whom the named Insured is a sub-lessee thereof, other than the named Insured, or to any agent or employee of such owner or lessee;
 - c) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales, service, or repair organization, or airport or hangar operator or their respective employees or agents.

IV. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy; (2) persons or organizations who sustain Personal Injury, Property Damage, or Advertising Injury; (3) claims made or suits brought on account of Personal Injury, Property Damage, or Advertising Injury; (4) automobiles, aircraft, or watercraft to which this policy applies; or (5) coverages under which Ultimate Net Loss is insured in this policy, Gibraltar's liability with respect to Personal Injury, Property Damage, Advertising Injury, or any combination thereof, shall be only for the Ultimate Net Loss in excess of the Insured's Retained Limit, and then for an amount not exceeding the amount specified in Item 4A of the Declarations arising out of any one Occurrence during the policy period.

There is no limit to the number of Occurrences during the policy period for which claims may be made hereunder, except that the liability of Gibraltar

1. because of all Personal Injury and Property Damage included within the Products Hazard and all Personal Injury and Property Damage included within the Completed Operations Hazard, or both combined; or
2. because of all Occupational Disease sustained by all employees of Insureds arising out of and in the course of their employment,

arising out of all Occurrences during each policy period shall not exceed the aggregate limit of liability stated in Item 4B of the Declarations.

If the aggregate limits of liability of the underlying insurance listed in Schedule A are reduced or exhausted because of Personal Injury, Property Damage, or Advertising Injury which occur during the period of this policy, Gibraltar will during the policy period of this policy and subject to Gibraltar's limit of liability stated above, continue such coverage as is afforded by such listed underlying insurance for the remainder of the policy period of such underlying insurance in excess of the reduced or exhausted limits.

In those cases where the underlying insurance listed in Schedule A contains an aggregate limit of liability for all insured damages arising out of:

1. Advertising Injury, or
2. automobile Personal Injury, or automobile Property Damage, or both combined, or
3. other Personal Injury, or other Property Damage or both combined, or
4. any combination of all or part(s) of the foregoing

Gibraltar's liability shall likewise be limited to the amount stated as the aggregate limit of liability in Item 4B of the Declarations with respect to all Ultimate Net Loss caused by one or more occurrences during each policy period while this policy is in force commencing from its effective date

For the purpose of determining the limits of Gibraltar's liability (1) all Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence, and (2) with respect to Advertising Injury all injury arising out of any advertisement, publicity article broadcast or telecast, or any combination thereof, involving the same injurious material or act, regardless of the frequency or repetition thereof or the number or kind of media used, whether claim is made by one or more persons, shall be deemed to arise out of one Occurrence.

V. DEFINITIONS

A. **Advertising Injury** means damages which arise out of

1. unintentional libel, slander, or defamation;
2. infringement of copyright or title or slogan;
3. piracy or unfair competition or idea misappropriation under an implied contract;
4. invasion of rights of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast, or telecast and arises out of the named Insured's advertising activities.

B. **Completed Operations Hazard** - means Personal Injury and Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. Operations include materials, parts, or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. when all operations to be performed by or on behalf of the Insured under the contract have been completed;
2. when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed; or

3. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The "Completed Operations Hazard" does not include Personal Injury or Property Damage arising out of (1) operations in connection with the transportation of property, unless the Personal Injury or Property Damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, (2) the existence of tools, uninstalled equipment, or abandoned or unused materials.

- C. **Insured's Products** - means goods or products manufactured, sold, handled, or distributed by the Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Insured's Products" shall not include a vending machine or any property other than such a container, rented to or located for use of others but not sold.

D. **Occurrence** - means:

1. with respect to Personal Injury and Property Damage, an accident, a happening, an event, or a continuous or repeated exposure to conditions which results during the policy period in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All such exposure to substantially the same general conditions shall be deemed one Occurrence;
2. with respect to Advertising Injury, an act or series of acts in which the same or similar advertising material is used, regardless of the number or kind of media used, committed during the policy period which causes such Advertising Injury. All damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, or the number of claimants shall be deemed to arise out of one Occurrence.

- E. **Occupational Disease** - means bodily injury by disease as insured by Coverage B of the standard Workers' Compensation and Employers' Liability Policy.

F. **Personal Injury** - means:

1. bodily injury, sickness, disease, disability, shock, fright, mental anguish, and mental injury, including death at any time resulting therefrom;
2. false arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention, malicious prosecution and humiliation;
3. the publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of rights of privacy, except where any of the foregoing arises out of the Insured's advertising activities;

4. racial, religious, sex, or age discrimination (unless insurance thereof is prohibited by law) not committed by or at the direction of the Insured, but only with respect to liability other than for fines and penalties imposed by law; and

5. assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

- G. **Products Hazard** - means Personal injury and Property Damage arising out of the named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs away from premises owned by or rented to the named Insured and after physical possession of such products has been relinquished to others.

- H. **Property Damage** - means (1) Physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an Occurrence during the policy period.

I. **Retained Limit** - means:

1. with respect to Personal Injury, Property Damage, or Advertising Injury covered by the underlying insurance stated in Schedule A, an amount equal to the applicable limit(s) of liability stated in Schedule A plus the limit(s) of any other insurance collectible by the Insured (other than insurance purchased specifically in excess of this policy), and
2. with respect to Personal Injury, Property Damage, or Advertising Injury not covered by the underlying insurance stated in Schedule A, but within the coverage provided by this policy, the amount stated in Item 3 of the Declarations or the amount of any other collectible insurance (other than insurance purchased specifically in excess of this policy) which is available to the insured. In the event the amount of said other collectible insurance is less than the amount stated in Item 3 of the Declarations, the Insured shall retain for the Insured's own account the difference between the amount available from said other collectible insurance and the amount stated in Item 3 of the Declarations.

- J. **Ultimate Net Loss** - means the sums paid or payable by reason of adjudication or settlement or losses for which the Insured is liable after making deductions for all recoveries, salvages, and other insurances (other than recoveries under the underlying insurance policies, or policies of co-insurance or policies specifically in excess hereof), whether recoverable or not, and shall exclude (1) all loss expenses and legal expenses (including interest or judgments, investigation, adjustment, and legal expenses, and fees including taxed court costs and premiums on bonds), unless they are included within the limit of liability of the underlying insurance listed on Schedule A; and (2) all expenses for salaried employees and counsel on retainer and all office expenses of the insured, Gibraltar, or any underlying insurer.

VI. EXCLUSIONS

This policy does not apply:

- A. to any obligation for which the Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation, or disability benefits law or under any similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named Insured under contracts.
- B. to Property Damage:
 - 1. to property owned by the Insured; or
 - 2. to the Insured's Products arising out of such products or any part of such products; or
 - 3. to work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith.
 - 4. arising from the loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - i. a delay in or lack of performance by or on behalf of the named Insured of any contract or agreement; or
 - ii. the failure of the named Insured's Products or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness, or durability warranted or represented by the named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named Insured's Products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured; or
- C. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named Insured's Products or work completed by or for the named Insured or of any property of which such products or work form a part if such products, work, or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- D. to Advertising Injury resulting from
 - 1. failure of performance of contract; or
 - 2. infringement of trademark, service mark, or trade name of goods or services sold, offered for sale, or advertised, but this exclusion shall not relate to titles or slogans; or
 - 3. incorrect description of any article or commodity; or
 - 4. mistake in advertised price.

VII. CONDITIONS

A. Underlying Insurance

The named Insured shall maintain the underlying policies and renewals thereof with limits of liability as stated in Schedule A in full effect during this policy period, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of Occurrences which happen during this policy period. Failure of the named Insured to comply with the foregoing shall not

invalidate this policy, but in the event of such failure, Gibraltar shall be liable only to the extent that it would have been liable had the named Insured complied therewith.

As this policy is excess insurance, the named Insured warrants that coverage under the uninsured motorist laws and "no fault" laws will be maintained during the policy period. It is agreed that the named Insured shall promptly reimburse Gibraltar for any amount of ultimate net loss paid on behalf of any Insured as respects any payment made under an uninsured motorist law, "no fault" law, or any similar law.

The named Insured shall give Gibraltar written notice as soon as practicable of (1) any change in the named Insureds, in the scope of coverage or in the amount of limits of insurance, under any underlying policy, and (2) the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

B. Premium

The premium set forth in the Declarations is an estimated premium only, unless indicated as a fixed premium. Upon termination of this policy, where the premium is estimated, earned premium shall be computed in accordance with the premium computation provisions of an endorsement attached hereto. Where the earned premium thus computed exceeds the estimated advance premium paid, the named Insured shall pay the excess to Gibraltar; where less, Gibraltar shall return the named Insured the unearned portion paid by the named Insured.

The named Insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to Gibraltar at the end of the policy period and at such times during the policy period as Gibraltar may direct.

C. Inspection and Audit

Gibraltar shall be permitted, but not obligated, to inspect the named Insured's property and operations at any time. Neither Gibraltar's right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the named Insured or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule, or regulation. Gibraltar may examine and audit the named Insured's books and records at any time during the policy period and extensions thereof, and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Insured's Duties in the Event of Occurrence, Claim, or Suit

- 1. In the event of an Occurrence which is reasonably likely to involve this insurance, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time place, and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to Gibraltar or any of its authorized representatives as soon as practicable.

BON - 02890

2. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to Gibraltar every demand, notice, summons, or other process received by the Insured or the Insured's representative.
3. The Insured shall cooperate with Gibraltar and, upon Gibraltar's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Personal Injury, Property Damage, or Advertising Injury with respect to which insurance is afforded under this policy. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense.
4. The named Insured shall promptly reimburse Gibraltar for any amount of Ultimate Net Loss paid on behalf of any Insured within the Retained Limit.

E. Appeals

If the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the Retained Limit, Gibraltar may elect to do so at its own expense and shall be liable for the taxable costs, disbursements, and interest incidental thereto, but in no event shall the liability of Gibraltar for Ultimate Net Loss exceed the amount specified in the limits of liability section of the Declarations plus the taxable costs, disbursements, and interest incidental to such appeal.

F. Action Against Gibraltar

No action shall lie against Gibraltar unless, as a condition precedent thereto, there shall have been full compliance with all 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 after actual trial or by written agreement of the Insured, the claimant, and Gibraltar. 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 Gibraltar as a co-defendant in any action against the Insured to determine the Insured's liability, nor shall Gibraltar be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured shall not relieve Gibraltar of any of its obligations hereunder.

G. Other Insurance

If other valid and collectible insurance with any other insurers applicable to any loss or expense covered by this policy is available to the Insured (other than insurance which is in excess of the insurance afforded by this policy), the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms of other insurance. If collectible insurance under any other policy of Gibraltar is available to the Insured, covering a loss also covered hereunder (other than underlying insurance of which the insurance afforded by this

policy is in excess), Gibraltar's total liability shall in no event exceed the greater or greatest limit liability applicable to such loss under this or any other such policy.

H. Subrogation

In the event of any payment under this policy, Gibraltar shall participate with the Insured and any underlying insurer in the exercise of all the Insured's rights of recovery therefor against a person or organization. The Insured shall do nothing after loss to prejudice such rights and shall execute and deliver instruments and papers and whatever else is necessary to secure such rights. The apportionment of any amounts which may be recovered shall be made as follows:

Any interest, including the Insured's that shall have paid an amount in excess of any payment hereunder shall first be reimbursed to the extent of its actual payment. Gibraltar shall be reimbursed next out of any balance then remaining to the extent of its actual payments hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as the interests may appear.

The expense of any subrogation proceedings brought to enforce such rights shall be apportioned among Gibraltar, the underlying insurer, the Insured, and any other interest, in accordance with the ratio of their respective recoveries as finally settled. If there is no recovery in proceedings conducted solely by Gibraltar, it shall bear the expenses thereof.

I. Changes

Notice to or knowledge possessed by any person shall not effect a waiver or change in part of this policy, or stop Gibraltar from asserting any right under the terms of this policy; nor shall the term of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of Gibraltar.

J. Assignment

Assignment of interest under this policy shall not bind Gibraltar until its consent is endorsed hereon; if however, the named Insured shall die or be adjudged bankrupt or insolvent, such insurance as is afforded by this policy shall apply:

1. to the named Insured's legal representative, as the named Insured, but only while acting within the scope of his duties as such, and
2. with respect to the property of the named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

K. Cancellation

This policy may be cancelled by the named Insured by mailing to Gibraltar written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by Gibraltar by mailing to the named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days or as soon thereafter as permitted by law, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of such cancellation stated in the notice shall become the end of the policy period. If can-

cancellation is at the request of the named Insured, earned premium shall be computed in accordance with the customary short rate procedure. If Gibraltar cancels, earned premium shall be computed pro rata. If this policy insures more than one named insured, cancellation may be effected by the first of such named Insureds for the account of all the named Insureds; notice of cancellation by Gibraltar to such first named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first named Insured shall be to the account of all interests herein.

Premium adjustment may be made either at the —
time cancellation is effected or as soon as practi-

cable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

L. Representations

By acceptance of this policy, the named Insured agrees that the statements in the application and in the Declarations and in any subsequent notice relating to underlying insurance are the named Insured's agreements and representations, that this policy is issued and continued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between the named Insured and Gibraltar or any of its representatives relating to this insurance.

In Witness Whereof, Gibraltar has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless countersigned on the Declarations page of this policy by a duly authorized representative of Gibraltar.



Secretary



President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

It is agreed that the policy does not apply:

- I. 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 Association 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision 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 the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material if
 - (a) 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;
 - (b) the nuclear material is contained in spent fuel or waste or at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or 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 possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproducts material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designated or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

Producer: McDonough Caperton/Cleveland
Location: Cleveland, Ohio

**BLANKET EXCESS LIABILITY POLICY
(LAYERED FORM)**

ESE

0403 30 0035

DECLARATIONS

ITEM 1. Insured's Name and Address (No., Street, Town, State, Zip)

RPM, Inc., Etal
(Per End.#1)
2628 Pearl Road
Medina, Ohio 44256

Insurance is provided by the company designated below
(hereinafter called the Company)



Safeco Insurance Company
of America,
Home Office: Seattle, Wash.
(a stock insurance company)
herein called the Company.

ITEM 2. POLICY PERIOD: 5-31-81 5-31-82
Inception (Mo. Day Yr.) Expiration (Mo. Day Yr.)
12:01 a.m. standard time at the address of the named insured as stated herein

ITEM 3. LIMIT OF LIABILITY:

\$ 5,000,000
\$ 5,000,000

EACH OCCURRENCE
AGGREGATE

ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY

\$ 5,000,000
\$ 5,000,000

EACH OCCURRENCE
AGGREGATE

ITEM 5. PREMIUM:

A. METHOD OF PREMIUM COMPUTATION: Flat

ITEM 6. DEPOSIT PREMIUM: \$ 5,000..

ANNUAL MINIMUM PREMIUM: \$ 5,000..

In the event of cancellation by the named insured, the company shall receive and retain not less than \$ 1,000
minimum premium.

as the policy

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

1. Gibraltar Casualty Company, Policy #GMU 300071,
Effective 5-31-81/82

Limits: \$5,000,000 ea. occ./agg. excess primary & SIR

This policy has been signed by the President and Secretary of the Company designated on the declarations page and
shall not be valid unless countersigned by an authorized representative of the Company.

TD Hammerla
Secretary

Bruce Maines
President

EASI Insurance Services (Ohio), Inc., 14701 Detroit Ave., Lakewood, Ohio 44107, 216/221-3737

COUNTERSIGNED: *Taken E. H. H. H. H.*
Authorized Representative

DATE: June 3, 1981 kps

LAYERED FORM BLANKET EXCESS LIABILITY POLICY

The Company designated on the Declarations page, (hereafter called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. **Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for Property Damage liability under this policy shall apply (1) to physical injury to or destruction of tangible property which occurs during the policy period, including loss of use thereof any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

2. **Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely for reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. **Policy Period.** This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. **Maintenance of Underlying Insurance.** The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (applying as excess over various policies of primary insurance) with limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. If such underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as

are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. **Notice of Occurrence.** The Insured shall immediately advise EASI Insurance Services of any occurrence or disaster which may result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. **Payment of Loss.** It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.

4. **Payment of Expenses.** Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expenses hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.

5. **Appeal.** In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. **Subrogation.** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery, proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

(Continued on Page Two)

BON - 02895

7. PREMIUM. The deposit premium stated in the declarations is an estimated premium only. Upon termination of this policy, or at such other time as may be specified herein, the earned premium shall be computed in accordance with the method of computation stated in the declarations. If the earned premium thus computed exceeds the deposit premium paid, the named insured shall pay the amount in excess thereof to the Company; if less, the Company shall return to the named insured the unearned portion paid. In no event shall the earned premium be less than the minimum premium stated in the declarations, or the short rate or pro rata adjustment of the minimum premium described in the Cancellation condition of this policy, if this policy is canceled as therein provided.

In the event of change in the premium or rating of any underlying insurance while this policy is in force, the named insured shall notify the Company in writing as soon as practicable and, at the option of the Company, the premium hereon may be adjusted accordingly.

The Company shall have the right to examine the named insured's books and records at any time during the policy period and within one year thereafter for the purpose of determining actual earned premium.

8. CANCELLATION. This policy may be canceled by the named insured by mailing to EASI Insurance Services, written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by EASI Insurance Services by mailing to the named insured at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by EASI Insurance Services shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If EASI Insurance Services cancels, earned premium shall be computed pro rata. In either event the minimum premium stated in the declarations shall be adjusted short rate or pro rata, as the case may be.

However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the insured.

Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

EXCLUSIONS

1. ~~This policy does not apply to liability for any fire, explosion or other damage.~~
2. This policy does not apply: Under any 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 Association 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.

3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if;
 - (a) 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,
 - (b) 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 an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or 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 possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

As used in Exclusions 2 and 3:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing spent fuel, or (3) handling, processing, packaging waste,

(c) any equipment or device used for the process fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, includes the site on which any of the foregoing is located operations conducted on such site and all premises used in such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction which contains a critical mass of fissionable material;

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

NAMED INSURED

Item 1. of the Declarations, Named Insured, shall read as follows:

RPM, Inc.
Bondex International (Canada) Ltd.
Bondex International, Inc.
Mohawk Finishing Products (Canada) Ltd.
Mohawk Finishing Products, Inc.
Mac-O-Lac Paints, Inc.
Briggs Brothers Paint Manufacturing Company
F.O. Pierce Company
Republic Powdered Metals, Inc.
Floquil-Polly S Color Corporation
Gates Engineering Company, Inc.
Proko Industries, Inc.
Richard E. Thibaut, Inc.
Alox Corporation
Westgate Advertising, Inc.
RPM International, Inc.
Tropical Paint Company
RPM of New Jersey
SPI Company - joint venture
Republic D & B, Inc.
The Dean & Barry Company
Dean & Barry Sales, Inc.
B & A Paint Co.
Colonial Paint Company
Medina Paint Company
Parkersburg Paint Company
Piqua Paint Company
Sandusky Paint Company
Sidney Paint Company
The Dean & Barry Wallpaper Co., D/B/A Thibaut of Ohio
Urbana Paint Company
Ziegler's Paint Company
Marion Paint Company
Lexington Paint & Varnish Corporation (inactive)
Dutch Masters Paint & Chemical, Inc. (inactive)
Lee Forbes & Company, Inc. (inactive)
RPM Consumer Products (inactive)
H. Behlen & Brothers, Inc. (inactive)
Probond, Inc. (inactive)
Alox International Sales Corporation (disc)

This endorsement when attached to it forms part of the policy.

All other terms and conditions remain unchanged.

POLICY NUMBER:

COMPANY:

PRODUCER:

INSURED:

END. 1

EFFECTIVE:

PREMIUM:	\$
_____ % Federal Tax	\$
_____ % State Tax	\$
_____ % Stamping Fee	\$
TOTAL	\$
	\$
	\$



By: Laura E. Franklin
Date: June 3, 1981 kps
Office: Cleveland

Gibraltar Casualty Company

A Delaware Corporation
UNDERWRITING MANAGER:
Dryden & Company, Inc.,
One Main Street, Chatham, New Jersey 07928

Policy No.: GMU 00093
Prior No.: GMU 00071
Producer: Northern Ohio E & S Agency, Inc.
P.O. Box 2195
Hudson, Ohio 44236
Code: _____

DECLARATIONS

Item 1. Insured's Name and Address

RPM, Inc., etal
P.O. Box 777
Medina, Ohio 44258

Item 2. Policy Period - From May 31, 1982 To May 31, 1983
(12:01 A.M. Standard Time at the address of the Insured as stated herein)

Item 3. Retained Limit - \$ 10,000.

Item 4. Gibraltar's Limit of Liability

A. Each Occurrence - \$ 5,000,000.

B. Aggregate - \$ 5,000,000.

Item 5. Premium

A. Deposit - \$39,000.

— B. Annual Minimum - \$ 39,000.

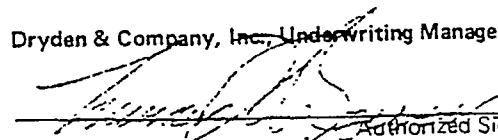
Rate ---

Premium Basis Flat Charge

Item 6. Endorsement Number(s) Attached - #1, #2, #3, #4, #5, #6, #7, #8, #9.

6/7/82 cv
Date _____

Dryden & Company, Inc. Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

SCHEDULE A UNDERLYING INSURANCE

Attached to Policy No. GMU 00093

Page 1 of 2

CARRIER, POLICY,
AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

SCHEDULE OF PRIMARY POLICIES

As respects RPM, Incorporated

Various
Policy Period (to be determined)
Policy # (to be determined)

Employers Liability

Cov. B. - Employers
Liability \$100,000./
Accident

Cardinal Casualty Co.
May 31, 1982-83
Policy # (to be determined)

Products Liability
Contractual Liability

\$1,000,000. Combined
Single Limit each
occurrence/aggregate

Aetna C & S
May 31, 1982-83
Policy # (to be determined)

General Liability

\$1,000,000. Combined
Single Limit each
occurrence/aggregate

Aetna C & S
May 31, 1982-83
Policy # (to be determined)

Automobile Liability

\$1,000,000. Combined
Single Limit each
accident

Great Northern Insurance Co.
May 31, 1982-83
Policy # (to be determined)

Foreign, General and
Automobile Liability

\$1,000,000. Combined
Single Limit

As respects Alox Corporation

U.S.F. & G.
June 1, 1982-83
Policy # (to be determined)

General Liability

\$1,000,000. Bodily Injury
\$1,000,000.
\$500,000. Property Damage
\$500,000.

Admiral Insurance
June 1, 1982-83

Property Damage
Explosion

\$500,000. Property Damage
\$500,000.

BON - 02899

Gibraltar Casualty Company

SCHEDULE A UNDERLYING INSURANCE

Attached to Policy No. GMU 00093

Page 2 of 2

CARRIER, POLICY, AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
<u>As respects Design/Craft Fabric Corporation</u>		
Cardinal Casualty Company July 1, 1981-82 Policy # (to be determined)	General Liability	\$1,000,000. Combined Single Limit each occurrence/ aggregate
<u>As respects AGR Company</u>		
Aetna C & S May 31, 1982-83 Policy # (to be determined)	General Liability	\$1,000,000. Combined Single Limit each occurrence/ aggregate
Aetna C & S May 31, 1982-83 Policy # (to be determined)	Automobile Liability	\$1,000,000. Combined Single Limit each occurrence/ aggregate
Argonaut Insurance Company December 2, 1981-82 Policy # (to be determined)	Employer's Liability	\$100,000.

BON - 02900

BON - 02901

Gibraltar Casualty Company

Policy No.: GMU 00093

Page 2 of 3

The Dean & Barry Company

Dean & Barry Sales, Inc.

B A & Paint Co.

Colonial Paint Co.

Medina Paint Co.

Parkersburg Paint Co.

Piqua Paint Co.

Sandusky Paint Co.

Sidney Paint Co.

The Dean & Barry Wallpaper Co., DBA Thibaut of Ohio

Urbana Paint Co.

Ziegler's Paint Co.

Marion Paint Co

Lexington Paint & Varnish Corporation (inactive)

Dutch Masters Paint & Chemical, Inc. (inactive)

Lee Forbes & Company, Inc. (inactive)

RPM Consumer Products (inactive)

H. Behlen & Brothers, Inc. (inactive)

Probond, Inc. (inactive)

Alox International Sales Corporation

Design/Craft Fabric Corporation

RPOW, Inc.

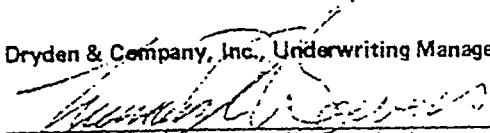
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: RPM, Inc., et al Endorsement: #1

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

6/9/82 cv

Dryden & Company, Inc. Underwriting Manager


Authorized Sign

ORIGINAL

BON - 02902

Gibraltar Casualty Company

Policy No.: GMU 00093

Page 3 of 3

Mameco Europe, S.A.
RPM of Mass., Inc.
Haartz-Mason Incorporated
Cal-O-Cam, Inc.

EXCLUDED SUBSIDIARIES

RPM World Travel, Inc.
L. D. Wraem, Inc.

FOLLOW FORM SUBSIDIARIES

Mameco International, Inc.

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

Name of Insured: RPM, Inc., etal Endorsement: #1

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

Dryden & Company, Inc., Underwriting Manager

6/7/82 cv

Authorized Signature

BON - 02903

Gibraltar Casualty Company

Policy No.: GMU 00093

ERISA EXCLUSION

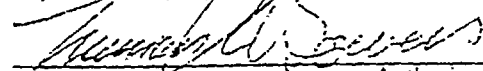
It is agreed that this policy does not apply to loss arising out of liability imposed upon any Insured by the Employee Retirement Income Security Act of 1974 or any amendments or additions thereto.

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

Name of Insured: RPM, Inc., etal Endorsement: #2

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

Dryden & Company, Inc. Underwriting Manager



Authorized Signature

6/7/82 cv

BON - 02904

Gibraltar Casualty Company

Policy No.: GMU 00093

POLLUTION AND CONTAMINATION EXCLUSION

This policy shall not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, oil or other petroleum substance, 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.

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

Name of Insured: RPM, Inc., etal Endorsement: #3

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

Dryden & Company, Inc., Underwriting Manager

6/7/82 cv

Authorized Signature

BON - 02905

Gibraltar Casualty Company

Policy No.: GMU 00093

CARE, CUSTODY, & CONTROL FOLLOWING FORM ENDORSEMENT

It is agreed that this insurance does not apply to liability arising out of Property Damage to:

- 1) property occupied by or rented to the Insured;
- 2) property used by the Insured;
- 3) property in the care, custody, or control of the Insured or property over which the Insured is for any purpose exercising physical control;

unless such liability is covered by valid and collectible underlying insurance and then only for such hazards for which coverage is afforded by such underlying insurance.

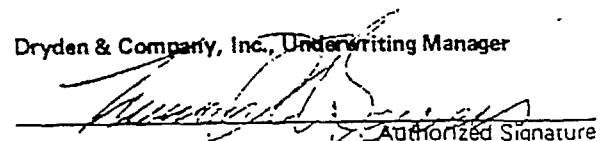
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: RPM, Inc., et al Endorsement: #4

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

Dryden & Company, Inc., Underwriting Manager

6/7/82 cv


Authorized Signature

BON - 02906

Policy No.: GMU 00093

EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE
FOLLOWING FORM

It is agreed that, except to the extent that coverage is provided in the underlying insurance at the underlying limits as set forth in the Schedule of Underlying Insurance, this policy does not apply to:

- (A) Damage to or destruction of any property arising out of (1) blasting or explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, coffer dam or caisson work or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- (B) Damage to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back filling, or pile driving; and property damage to any other property at any time resulting therefrom.

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

Name of Insured: RPM, Inc., etal Endorsement: #5
 Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

Dryden & Company, Inc., Underwriting Manager

6/7/82 cv

Authorized Signature

BON - 02907

Gibraltar Casualty Company

Policy No.: GMU 00093

MEDICAL MALPRACTICE FOLLOWING FORM ENDORSEMENT

It is agreed that the coverage provided by this policy does not apply to liability arising out of :

- (a) the rendering of or failure to render (1) medical, surgical, dental, X-Ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith; (2) any service or treatment conducive to health or of a professional nature; or (3) any cosmetic or tonsorial service or treatment;
- (b) the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

unless such liability is covered by valid and collectible underlying policies as set forth in Schedule A Underlying Insurance, and then only for such hazards for which coverage is afforded by such underlying insurance.

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

Name of Insured: RPM, Inc., et al Endorsement: #6

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

6/7/82 cv

Dryden & Company, Inc. Underwriting Manager


Authorized Signature

BON - 02908

Policy No.: GMU 00093

BON - 02909

Gibraltar Casualty Company

Policy No.: GMU 00093

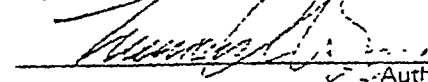
EMPLOYERS LIABILITY - UNDERLYING INSURANCE

It is agreed that as respect Personal Injury sustained by any employee of the Named Insured the insurance afforded by this policy shall be excess of a primary limit of \$100,000. each Accident or Occurrence, whether or not such primary limit is provided by underlying insurance.

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

Name of Insured: RPM, Inc., etal Endorsement: #8
Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

Dryden & Company, Inc. Underwriting Manager



Author:

6/7/82 cv

BON - 02910

ORIGINAL

Gibraltar Casualty Company

Policy No.: GMU 00093

SERVICE OF PROCESS ENDORSEMENT

Service of process upon the Company in connection with a claim arising under this policy may be made in any manner permitted by law. Where permitted, the Company hereby appoints the Commissioner of Insurance (or equivalent insurance regulatory official) as its attorney in fact to accept such service of process, and forward the documents to:

John T. Andrews, Jr.
General Counsel
Gibraltar Casualty Co.
P.O. Box 908
213 Washington Street
Newark, N.J. 07101

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

Name of Insured: RPM, Inc., etal Endorsement: #9
Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

6/7/82 cv

Dryden & Company, Inc., Underwriting Manager

Authorized Signature

BON - 02911

Gibraltar Casualty Company

Policy No.: GMU 00093

Page 1 of 3

In consideration of the premium charged, it is agreed, Schedule A. Underlying Insurance is cancelled and replaced by the following:

CARRIER, POLICY AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
<u>SCHEDULE OF PRIMARY POLICIES</u>		
<u>As respects RPM, Incorporated</u>		
Various Policy Period (to be determined) Policy No. (to be determined)	Employers Liability	Coverage B - Employers Liability \$100,000. Per Accident
Cardinal Casualty Co. May 31, 1982 - May 31, 1983 Policy No. CGL 218	Products Liability Contractual Liability	\$1,000,000. Combined Single Limit each occurrence/aggregate
Aetna Casualty & Surety May 31, 1982 - May 31, 1983 Policy No. 02AL314302CCA (for Texas)	General Liability	\$1,000,000. Combined Single Limit each occurrence/aggregate
Aetna Casualty & Surety May 31, 1982 - May 31, 1983 Policy No. 02GL295209CCA (All Others)	General Liability	\$1,000,000. Combined Single Limit each occurrence/aggregate
Aetna Casualty & Surety May 31, 1982 - May 31, 1983 Policy No. 02AL314302CCA (for Texas)	Automobile Liability	\$1,000,000. Combined Single Limit each accident

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

Name of Insured: RPM, Inc., etal Endorsement: #10
 Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

Dryden & Company, Inc., Underwriting Manager

Authorized Signature

8/16/82 cv

BON - 02912

Gibraltar Casualty Company

Policy No.: GMU 00093

Page 2 of 3

CARRIER, POLICY AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
Aetna Casualty & Surety May 31, 1982 - May 31, 1983 Policy No. 02FJ238381CCA (All others)	Automobile Liability	\$1,000,000. Combined Single Limit each accident
Great Northern Insurance Co. May 31, 1982 - May 31, 1983 Policy No. GLP 7119-74-91	Foreign, General and Automobile Liability	\$1,000,000. Combined Single Limit
<u>As respects Alox Corporation</u>		
U.S.F. & G. June 1, 1982 - June 1, 1983 Policy No. ICC012444905	General Liability & Property Damage & Explosion	Bodily Injury \$1,000,000. Each Occurrence \$1,000,000. Aggregate Property Damage \$500,000. Each Occurrence \$500,000. Aggregate
<u>As respects Design/Craft Fabric Corporation</u>		
Cardinal Casualty Co. May 31, 1982 - May 31, 1983 Policy No. CGL 218	General Liability	\$1,000,000. Combined Single Limit each occurrence/aggregate

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

Name of Insured: RPM, Inc., etal Endorsement: #10
 Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/82

8/16/82 CV

Dryden & Company, Inc., Underwriting Manager

[Signature]
Authorized Signature

BON - 02913

Gibraltar Casualty Company

Policy No.: GMU 00093

Page 3 of 3

CARRIER, POLICY
AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

As respects AGR Company

Aetna Casualty & Surety
May 31, 1982 - May 31, 1983
Policy No. 02GL295208CCA

General Liability

\$1,000,000. Combined
Single Limit each
occurrence/aggregate

Aetna Casualty & Surety
May 31, 1982 - May 31, 1983
Policy No. 02FJ238382CCA

Automobile Liability

\$1,000,000. Combined
Single Limit each
occurrence/aggregate

Argonaut Insurance Company
December 2, 1981 - December 2, 1982
Policy No. WC 82401004931

Employer's Liability

\$100,000. Each Accident

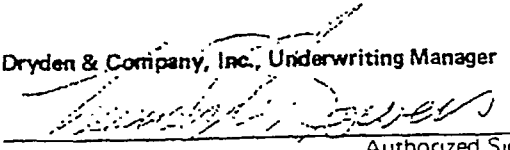
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: RPM, Inc., etal Endorsement: #10

Producer: Northern Ohio F & S Agency, Inc Effective Date: 5/31/82

8/16/82 cv

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

BON - 02914

POLICY #GMU 00093
(5/31/82-5/31/83)

Gibraltar Casualty Company

A DELAWARE CORPORATION

UNDERWRITING MANAGER: Dryden & Company, Inc., One Main Street, Chatham, New Jersey 079

Umbrella Liability Policy

McDonough
Caperton
Cleveland


3733 Park East, Suite 106
Cleveland, OH 44122
(216) 464-6920



A Subsidiary of Prudential Insurance Company of America

BON - 02915

GIBRALTAR CASUALTY COMPANY
POLICY PROVISIONS

Gibraltar Casualty Company, a capital stock insurance company (herein called Gibraltar), agrees with the Insured named in the Declarations, in consideration of the payment of the required premium and subject to all the terms of this policy:

I. INSURING AGREEMENT

Gibraltar will pay on behalf of the Insured the Ultimate Net Loss, in excess of the applicable underlying or retained limit, which the Insured shall become legally obligated to pay as damages because of:

A. Personal Injury; B. Property Damage; or C. Advertising Injury to which this policy applies, caused by an Occurrence,

any vehicle to which this policy applies, but Gibraltar shall have no obligation to apply for or furnish any such bonds;

- c) pay reasonable expenses incurred by the Insured at Gibraltar's request in assisting Gibraltar in the investigation or defense of any claim or suit, including actual loss of earnings.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

A. With respect to Personal Injury, Property Damage, or Advertising Injury covered by underlying insurance, Gibraltar shall not be called upon to assume charge of the investigation, defense, or settlement of any claim made or suit brought or proceedings instituted against the Insured but shall have the right and be given the opportunity to associate with the Insured in defense and control of any claim, suit, or proceeding relative to any Occurrence which in the opinion of Gibraltar may involve liability on the part of Gibraltar under the terms of this policy. If Gibraltar avails itself of such right and opportunity, Gibraltar shall do so at its own expense. Court costs and interests, if incurred with the consent of Gibraltar, shall be borne by Gibraltar in the proportion that its share of Ultimate Net Loss bears to the total amount of Ultimate Net Loss.

B. With respect to Personal Injury, Property Damage, or Advertising Injury not covered by underlying insurance but within the coverage provided by this policy, or if the limits of liability of underlying insurance are exhausted by payment of judgment or settlements because of Personal Injury, Property Damage, or Advertising Injury during the period of this policy, Gibraltar shall:

1. have the right and duty to defend any suit against the Insured seeking damages on account of such Personal Injury, Property Damage, or Advertising Injury even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but Gibraltar shall not be obligated to pay any claim or judgment or to defend any suit after Gibraltar's limit of liability has been exhausted by payment of judgments or settlements.
2. in addition to the amount of Ultimate Net Loss payable:
 - a) pay all expenses incurred by Gibraltar, all costs taxed against the Insured in any suit defended by Gibraltar, and the interest on the amount of any judgment therein which accrues after entry of the judgment and before Gibraltar has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of Gibraltar's liability thereon;
 - b) pay premiums on appeal bonds required in any suit, premium of bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of

In jurisdictions where Gibraltar may be prevented by law or otherwise from carrying out this agreement, Gibraltar will indemnify the Insured for such expense incurred with its written consent in accordance with this provision.

III. PERSONS OR ENTITIES INSURED

A. The named Insured is the organization(s) named in the Declarations of this policy and includes:

1. any subsidiary company including subsidiaries thereof and any other company under their control and active management at the inception date of this policy;
2. new organizations acquired by the named Insured during the policy period through consolidation, merger, purchase of the assets of, or assumption of control and active management provided such acquisition or assumption is reported within 60 days after it is effected and provided further such acquisition is endorsed on this policy;
3. if the named Insured is a partnership or a joint venture, any partner or member thereof is included as a named Insured but only with respect to his liability as a partner or member of such partnership or joint venture;
4. if the named Insured is an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named Insured with respect to the conduct of such a business;

B. Each of the following is an Insured under this policy to the extent set forth below:

1. any person, organization, trustee, or estate to whom or to which the named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the named Insured or to facilities of or facilities used by the named Insured and then only to the extent of the coverage required by such contract and for the limits of liability specified in such contract in excess of the retained limit, but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;
2. at the option of the named Insured and subject to the terms of the coverage of this insurance, any additional Insured(s) included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided for such additional Insured(s) thereunder;

3. except with respect to the ownership, maintenance, or use, including loading or unloading, of automobiles or aircraft, any officer, employee, director, or stockholder of the named Insured while acting on behalf of such named Insured, or any person or organization while acting as real estate manager for the named Insured;
4. any person while using, with the permission of the named Insured, any automobile or aircraft owned by, loaned to, or hired for use by or on behalf of the named Insured and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use is within the scope of such permission, and any officer, director, or stockholder of the named Insured with respect to the use of an automobile or aircraft not owned by the named Insured but only while such automobile or aircraft is being used in the business of the named Insured. The insurance with respect to any person or organization other than the named Insured does not apply under this Paragraph 4:
 - a) to any person or organization or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage, or public parking place;
 - b) with respect to any automobile or aircraft hired by or loaned to the named Insured, to the owner, or a lessee of whom the named Insured is a sub-lessee thereof, other than the named Insured, or to any agent or employee of such owner or lessee;
 - c) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales, service, or repair organization, or airport or hangar operator or their respective employees or agents.

LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy; (2) persons or organizations who sustain Personal Injury, Property Damage, or Advertising Injury; (3) claims made or suits brought on account of Personal Injury, Property Damage, or Advertising Injury; (4) automobiles, aircraft, or watercraft to which this policy applies; or (5) coverages under which Ultimate Net Loss is insured in this policy, Gibraltar's liability with respect to Personal Injury, Property Damage, Advertising Injury, or any combination thereof, shall be only for the Ultimate Net Loss in excess of the insured's Retained Limit, and then for an amount not exceeding the amount specified in Item 4A of the Declarations arising out of any one Occurrence during the policy period.

There is no limit to the number of Occurrences during the policy period for which claims may be made hereunder, except that the liability of Gibraltar

1. because of all Personal Injury and Property Damage included within the Products Hazard and all Personal Injury and Property Damage included within the Completed Operations Hazard, or both combined; or
2. because of all Occupational Disease sustained by all employees of Insureds arising out of and in the course of their employment.

arising out of all Occurrences during each policy period shall not exceed the aggregate limit of liability stated in Item 4B of the Declarations.

If the aggregate limits of liability of the underlying insurance listed in Schedule A are reduced or exhausted because of Personal Injury, Property Damage, or Advertising Injury which occur during the period of this policy, Gibraltar will, during the policy period of this policy and subject to Gibraltar's limit of liability stated above, continue such coverage as is afforded by such listed underlying insurance for the remainder of the policy period of such underlying insurance in excess of the reduced or exhausted limits.

In those cases where the underlying insurance listed in Schedule A contains an aggregate limit of liability for all insured damages arising out of:

1. Advertising Injury, or
2. automobile Personal Injury, or automobile Property Damage, or both combined, or
3. other Personal Injury, or other Property Damage, or both combined, or
4. any combination of all or part(s) of the foregoing,

Gibraltar's liability shall likewise be limited to the amount stated as the aggregate limit of liability in Item 4B of the Declarations with respect to all Ultimate Net Loss caused by one or more occurrences during each policy period while this policy is in force commencing from its effective date.

For the purpose of determining the limits of Gibraltar's liability (1) all Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence, and (2) with respect to Advertising Injury, all injury arising out of any advertisement, publicity article, broadcast or telecast, or any combination thereof, involving the same injurious material or act, regardless of the frequency or repetition thereof or the number or kind of media used, whether claim is made by one or more persons, shall be deemed to arise out of one Occurrence.

V. DEFINITIONS

A. **Advertising Injury** means damages which arise out of:

1. unintentional libel, slander, or defamation;
2. infringement of copyright or title or slogan;
3. piracy or unfair competition or idea misappropriation under an implied contract;
4. invasion of rights of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast, or telecast and arises out of the named Insured's advertising activities.

B. **Completed Operations Hazard** - means Personal Injury and Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. Operations include materials, parts, or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. when all operations to be performed by or on behalf of the Insured under the contract have been completed;
2. when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed; or

3. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The "Completed Operations Hazard" does not include Personal Injury or Property Damage arising out of (1) operations in connection with the transportation of property, unless the Personal Injury or Property Damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, (2) the existence of tools, uninstalled equipment, or abandoned or unused materials.

- C. **Insured's Products** - means goods or products manufactured, sold, handled, or distributed by the Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Insured's Products" shall not include a vending machine or any property other than such a container, rented to or located for use of others but not sold.

- D. **Occurrence** - means:

1. with respect to Personal Injury and Property Damage, an accident, a happening, an event, or a continuous or repeated exposure to conditions which results during the policy period in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All such exposure to substantially the same general conditions shall be deemed one Occurrence;
2. with respect to Advertising Injury, an act or series of acts in which the same or similar advertising material is used, regardless of the number or kind of media used, committed during the policy period which causes such Advertising Injury. All damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, or the number of claimants shall be deemed to arise out of one Occurrence.

- E. **Occupational Disease** - means bodily injury by disease as insured by Coverage B of the standard Workers' Compensation and Employers' Liability Policy.

- F. **Personal Injury** - means:

1. bodily injury, sickness, disease, disability, shock, fright, mental anguish, and mental injury, including death at any time resulting therefrom;
2. false arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention, malicious prosecution and humiliation;
3. the publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of rights of privacy, except where any of the foregoing arises out of the Insured's advertising activities;

4. racial, religious, sex, or age discrimination (unless insurance thereof is prohibited by law) not committed by or at the direction of the Insured, but only with respect to liability other than for fines and penalties imposed by law; and
5. assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

- G. **Products Hazard** - means Personal Injury and Property Damage arising out of the named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs away from premises owned by or rented to the named Insured and after physical possession of such products has been relinquished to others.

- H. **Property Damage** - means (1) Physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an Occurrence during the policy period.

- I. **Retained Limit** - means:

1. with respect to Personal Injury, Property Damage, or Advertising Injury covered by the underlying insurance stated in Schedule A, an amount equal to the applicable limit(s) of liability stated in Schedule A plus the limit(s) of any other insurance collectible by the Insured (other than insurance purchased specifically in excess of this policy), and
2. with respect to Personal Injury, Property Damage, or Advertising Injury not covered by the underlying insurance stated in Schedule A, but within the coverage provided by this policy, the amount stated in Item 3 of the Declarations or the amount of any other collectible insurance (other than insurance purchased specifically in excess of this policy) which is available to the insured. In the event the amount of said other collectible insurance is less than the amount stated in Item 3 of the Declarations, the Insured shall retain for the Insured's own account the difference between the amount available from said other collectible insurance and the amount stated in Item 3 of the Declarations.

- J. **Ultimate Net Loss** - means the sums paid or payable by reason of adjudication or settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages, and other insurances (other than recoveries under the underlying insurance policies, or policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude (1) all loss expenses and legal expenses (including interest on judgments, investigation, adjustment, and legal expenses, and fees including taxed court costs and premiums on bonds), unless they are included within the limit of liability of the underlying insurance listed on Schedule A; and (2) all expenses for salaried employees and counsel on retainer and all office expenses of the insured, Gibraltar, or any underlying insurer.

EXCLUSIONS

This policy does not apply:

- A. to any obligation for which the Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation, or disability benefits law or under any similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named Insured under contracts.
- B. to Property Damage:
 1. to property owned by the Insured; or
 2. to the Insured's Products arising out of such products or any part of such products; or
 3. to work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith.
 4. arising from the loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - i. a delay in or lack of performance by or on behalf of the named Insured of any contract or agreement; or
 - ii. the failure of the named Insured's Products or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness, or durability warranted or represented by the named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named Insured's Products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured; or
- C. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named Insured's Products or work completed by or for the named Insured or of any property of which such products or work form a part if such products, work, or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- D. to Advertising Injury resulting from
 1. failure of performance of contract; or
 2. infringement of trademark, service mark, or trade name of goods or services sold, offered for sale, or advertised, but this exclusion shall not relate to titles or slogans; or
 3. incorrect description of any article or commodity; or
 4. mistake in advertised price.

CONDITIONS

A. Underlying Insurance

The named Insured shall maintain the underlying policies and renewals thereof with limits of liability as stated in Schedule A in full effect during this policy period, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of Occurrences which happen during this policy period. Failure of the named Insured to comply with the foregoing shall not

invalidate this policy, but in the event of such failure, Gibraltar shall be liable only to the extent that it would have been liable had the named Insured complied therewith.

As this policy is excess insurance, the named Insured warrants that coverage under the uninsured motorist laws and "no fault" laws will be maintained during the policy period. It is agreed that the named Insured shall promptly reimburse Gibraltar for any amount of ultimate net loss paid on behalf of any Insured as respects any payment made under an uninsured motorist law, "no fault" law, or any similar law.

The named Insured shall give Gibraltar written notice as soon as practicable of (1) any change in the named Insureds, in the scope of coverage or in the amount of limits of insurance, under any underlying policy, and (2) the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

B. Premium

The premium set forth in the Declarations is an estimated premium only, unless indicated as a fixed premium. Upon termination of this policy, where the premium is estimated, earned premium shall be computed in accordance with the premium computation provisions of an endorsement attached hereto. Where the earned premium thus computed exceeds the estimated advance premium paid, the named Insured shall pay the excess to Gibraltar; where less, Gibraltar shall return the named Insured the unearned portion paid by the named Insured.

The named Insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to Gibraltar at the end of the policy period and at such times during the policy period as Gibraltar may direct.

C. Inspection and Audit

Gibraltar shall be permitted, but not obligated, to inspect the named Insured's property and operations at any time. Neither Gibraltar's right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the named Insured or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule, or regulation. Gibraltar may examine and audit the named Insured's books and records at any time during the policy period and extensions thereof, and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Insured's Duties in the Event of Occurrence, Claim, or Suit

1. In the event of an Occurrence which is reasonably likely to involve this insurance, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to Gibraltar or any of its authorized representatives as soon as practicable.

BON - 02919

2. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to Gibraltar every demand, notice, summons, or other process received by the Insured or the Insured's representative.
3. The Insured shall cooperate with Gibraltar and, upon Gibraltar's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Personal Injury, Property Damage, or Advertising Injury with respect to which insurance is afforded under this policy. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense.
4. The named Insured shall promptly reimburse Gibraltar for any amount of Ultimate Net Loss paid on behalf of any Insured within the Retained Limit.

.. Appeals

If the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the Retained Limit, Gibraltar may elect to do so at its own expense and shall be liable for the taxable costs, disbursements, and interest incidental thereto, but in no event shall the liability of Gibraltar for Ultimate Net Loss exceed the amount specified in the limits of liability section of the Declarations, plus the taxable costs, disbursements, and interest incidental to such appeal.

3. Action Against Gibraltar

No action shall lie against Gibraltar unless, as a condition precedent thereto, there shall have been full compliance with all 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 after actual trial or by written agreement of the Insured, the claimant, and Gibraltar. 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 Gibraltar as a co-defendant in any action against the Insured to determine the Insured's liability, nor shall Gibraltar be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured shall not relieve Gibraltar of any of its obligations hereunder.

3. Other Insurance

If other valid and collectible insurance with any other insurers applicable to any loss or expense covered by this policy is available to the Insured (other than insurance which is in excess of the insurance afforded by this policy), the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms of other insurance. If collectible insurance under any other policy of Gibraltar is available to the Insured, covering a loss also covered hereunder (other than underlying insurance of which the insurance afforded by this

policy is in excess), Gibraltar's total liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy.

H. Subrogation

In the event of any payment under this policy, Gibraltar shall participate with the Insured and any underlying insurer in the exercise of all the Insured's rights of recovery therefor against any person or organization. The Insured shall do nothing after loss to prejudice such rights and shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The apportionment of any amounts which may be recovered shall be made as follows:

Any interest, including the Insured's that shall have paid an amount in excess of any payment hereunder shall first be reimbursed to the extent of its actual payment. Gibraltar shall be reimbursed next out of any balance then remaining to the extent of its actual payments hereunder. If any balance then remains unpaid, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear.

The expense of any subrogation proceeding brought to enforce such rights shall be apportioned among Gibraltar, the underlying insurers, the Insured, and any other interest, in accordance with the ratio of their respective recoveries as finally settled. If there is no recovery in proceedings conducted solely by Gibraltar, it shall bear the expenses thereof.

I. Changes

Notice to or knowledge possessed by any person shall not effect a waiver or change in part of this policy, or stop Gibraltar from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of Gibraltar.

J. Assignment

Assignment of interest under this policy shall not bind Gibraltar until its consent is endorsed hereon; if however, the named Insured shall die or be adjudged bankrupt or insolvent, such insurance as is afforded by this policy shall apply:

1. to the named Insured's legal representative, as the named Insured, but only while acting within the scope of his duties as such, and
2. with respect to the property of the named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

K. Cancellation

This policy may be cancelled by the named Insured by mailing to Gibraltar written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by Gibraltar by mailing to the named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days or as soon thereafter as permitted by law, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of such cancellation stated in the notice shall become the end of the policy period. If can-

BON - 02920

cancellation is at the request of the named Insured, earned premium shall be computed in accordance with the customary short rate procedure. If Gibraltar cancels, earned premium shall be computed pro rata. If this policy insures more than one named insured, cancellation may be effected by the first of such named Insureds for the account of all the named Insureds; notice of cancellation by Gibraltar to such first named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first named Insured shall be to the account of all interests herein.

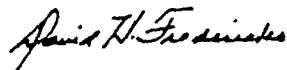
Premium adjustment may be made either at the time cancellation is effected or as soon as practi-

cable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

L. Representations

By acceptance of this policy, the named Insured agrees that the statements in the application and in the Declarations and in any subsequent notice relating to underlying insurance are the named Insured's agreements and representations, that this policy is issued and continued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between the named Insured and Gibraltar or any of its representatives relating to this insurance.

Witness Whereof, Gibraltar has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless countersigned on the Declarations page of this policy by a duly authorized representative of Gibraltar.


Secretary


President

BON - 02921

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

It is agreed that the policy does not apply:

- I. 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 Association 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision 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 the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material if
 - (a) 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;
 - (b) the nuclear material is contained in spent fuel or waste or at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or 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 possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "by-products material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designated or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

Gibraltar Casualty Company

A Delaware Corporation
UNDERWRITING MANAGER:
Dryden & Company, Inc.,
One Main Street, Chatham, New Jersey 07928

Policy No.: GMU 00120
Prior No.: GMU 00093
Producer: Northern Ohio E & S Agency, Inc
5800 Monroe Street
Building A
Sylvania, OH 43560
Code: _____

DECLARATIONS

Item 1. Insured's Name and Address

RPM Inc- etal
P.O. Box 777
Medina, OH 44258

Item 2. Policy Period - From May 31, 1983 To May 31, 1984
(12:01 A.M. Standard Time at the address of the Insured as stated herein)

Item 3. Retained Limit - \$ 10,000.

Item 4. Gibraltar's Limit of Liability

A. Each Occurrence - \$ 10,000,000.

B. Aggregate - \$ 10,000,000.

Item 5. Premium

A. Deposit - \$ 41,000.

B. Annual Minimum - \$ 41,000.

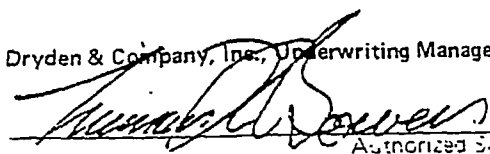
Rate ---

Premium Basis Flat Charge

Item 6. Endorsement Number(s) Attached - #1, #2, #3, #4, #5, #6, #7, #8, #9, #10

July 18, 1983 cc
Date

Dryden & Company, Inc., Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

SCHEDULE A UNDERLYING INSURANCE

Attached to Policy No. GMU 00120

Page 1 of 2

CARRIER, POLICY AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
<u>Schedule of Primary Policies As respects RPM Incorporated</u>		
Argonaut Policy No. (to be determined) Policy Period (to be determined)	Employer's Liability	Coverage B-Employer's Liability \$100,000. Per Accident
Aetna Casualty & Surety Policy No. (to be determined) May 31, 1983-May 31, 1984	General Liability	\$1,000,000. Combined Single Limit
Cardinal Casualty Co. Policy No. (to be determined) May 31, 1983-May 31, 1984	Products Liability	\$1,000,000. Combined Single Limit
Aetna Casualty & Surety Policy No. (to be determined) May 31, 1983-May 31, 1984	Automobile Liability	\$1,000,000. Combined Single Limit
Great Northern Insurance Co. Policy No. (to be determined) May 31, 1983-May 31, 1984	Foreign General Liability and Automobile Liability	\$1,000,000. Combined Single Limit
<u>As respects Alex Corporation</u>		
U.S.F. & G. Policy No. (to be determined) June 1, 1983-June 1; 1984	Comprehensive General Liability —	Bodily Injury \$1,000,000. Each Occurrence \$1,000,000. Aggregate Property Damage \$500,000. Each Occurrence \$500,000. Aggregate

7-18-83 cc

BON - 02924

Gibraltar Casualty Company

SCHEDULE A UNDERLYING INSURANCE

Attached to Policy No. GMU 00120

Page 2 of 2

CARRIER, POLICY AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
Aetna Casualty & Surety Policy No. (to be determined) May 31, 1983-May 31, 1984	General Liability (Canadian)	\$1,000,000. Combined Single Liability
Aetna Casualty & Surety Policy No. (to be determined) May 31, 1983-May 31, 1984	Automobile Liability (Canadian)	\$1,000,000. Combined Single Liability
<u>As respects AGR Company</u>		
Aetna Casualty & Surety Policy No. (to be determined) May 31, 1983-May 31, 1984	Comprehensive General Liability	Bodily Injury \$1,000,000. Each Occurrence \$1,000,000. Aggregate
		Property Damage \$1,000,000. Each Occurrence \$1,000,000. Aggregate
Aetna Casualty & Surety Policy No. (to be determined) May 31, 1983-May 31, 1984	Automobile Liability	\$1,000,000. Combined Single Limit
Argonaut Ins. Policy No. (to be determined) December 2, 1982-December 2, 1983	Employer's Liability	Coverage B-Employer's Liability \$100,000. Per Accident

7-18-83 cc

BON - 02925

Gibraltar Casualty Company

Policy No.: GMU 00120

Page 1 of 2

NAMED INSURED S

RPM, INC.
AGR Company, a Joint Venture
Alox Corporation
B & A Paint Company —
Bondex International, Inc.
Bondex International, (Canada), Ltd.
Cal-O-Cam, Inc.
Colonial Paint Company
Dean & Barry Company
Dean & Barry Sales, Inc.
Design/Craft Fabric Corporation
Floquil-Polly S Color Corporation
F. O. Pierce Company
Gates Engineering Company, Inc.
Haartz-Mason, Inc.
H. Behlen & Brothers, Inc.
Marion Paint Company
Medina Paint Company
Mohawk Finishing Products, Inc.
Mohawk Finishing Product (Canada), Ltd.
Parkersburg Paint Company
Piqua Paint Company
Probond, Inc.
Proko Industries, Inc.
Republic D & B, Inc.
Republic Powdered Metals, Inc.
RPM Consumer Products
RPM International, Inc.

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

Name of Insured: RPM Inc. etal Endorsement: #1

Producer: Northern Ohio F & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.

Underwriting Manager

Authorized Signature

BON - 02926

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pany

Policy No.: GMU 00120

Page 2 of 2

RPM of Massachusetts
RPM of New Jersey
RPOW, Inc. Sandusky Paint Company
Sidney Paint Company
Richard E. Thibaut, Inc.
Tropical Industrial Coatings, Inc.
Tropical Paint Company
Urbana Paint Company
Westgate Advertising, Inc.
Ziegler's Paint Company

INACTIVE SUBSIDIARIES OR DISC CORPORATIONS

Lexington Paint and Varnish Corporation
Dutch Masters Paint and Chemical, Inc..
Lee Forbes & Company, Inc.
Alox International Sales Corporation
Mac-O-Lac Paints, Inc.
Briggs Brothers Paint Mfg. Co.

EXCLUDED SUBSIDIARIES

Medina County Travel Service

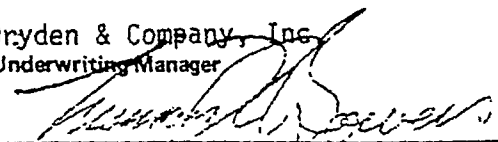
erstood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain
ad.

Insured: RPM Inc. etal Endorsement: #1

c: Northern Ohio E & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager


Authorized Signature

ORIGINAL

BON - 02927

Gibraltar Casualty Company

Policy No.: GMU 00120

ERISA EXCLUSION

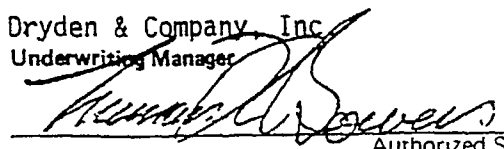
It is agreed that this policy does not apply to loss arising out of liability imposed upon any Insured by the Employee Retirement Income Security Act of 1974 or any amendments or additions thereto.

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

Name of Insured: RPM Inc. etal Endorsement: #2
Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager


Authorized Signature

BON - 02928

Gibraltar Casualty Company

Policy No.: GMU 00120

AMENDMENT OF CANCELLATION CONDITION

Except with respect to cancellation for non-payment of premium, it is agreed that the second sentence of policy Condition 11 Cancellation is amended to read as follows:

This Policy may be cancelled by Gibraltar by mailing to the Insured, at the address shown in this policy, written notice stating when, not less than Sixty (60) days thereafter such cancellation shall be effective.

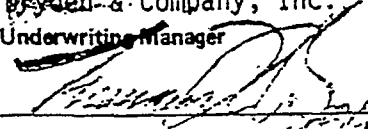
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: RPM Inc. etal Endorsement: #3

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager


Authorized Signature

BON - 02929

Gibraltar Casualty Company

Policy No.: GMU 00120

POLLUTION AND CONTAMINATION EXCLUSION

This policy shall not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, oil or other petroleum substance, 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.

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

Name of Insured: RPM Inc. etal Endorsement: #4

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager


Authorized Signature

ORIGINAL

BON - 02930

Gibraltar Casualty Company

Policy No.: GMU 00120

EMPLOYERS LIABILITY - UNDERLYING INSURANCE

It is agreed that as respect ~~Personal~~ Injury sustained by any employee of the Named Insured the insurance afforded by this policy shall be excess of a primary limit of \$100,000. each Accident or Occurrence, whether or not such primary limit is provided by underlying insurance.

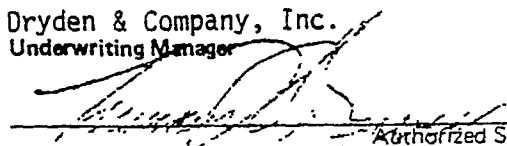
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: Northern Ohio F & S Agency, Inc. Endorsement: #5

Producer: RPM Inc. etal Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00120

CARE, CUSTODY, & CONTROL FOLLOWING FORM ENDORSEMENT

It is agreed that this insurance does not apply to liability arising out of Property Damage to:

- 1) property occupied by or rented to the Insured;
- 2) property used by the Insured;
- 3) property in the care, custody, or control of the Insured or property over which the Insured is for any purpose exercising physical control;

unless such liability is covered by valid and collectible underlying insurance and then only for such hazards for which coverage is afforded by such underlying insurance.

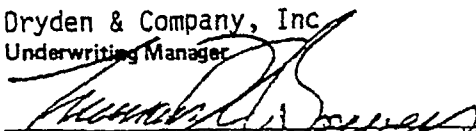
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: RPM Inc. etal Endorsement: #6

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager


Authorized Signature

BON - 02932

Gibraltar Casualty Company

Policy No.: GMU 00120

EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE FOLLOWING FORM

It is agreed that, except to the extent that coverage is provided in the underlying insurance at the underlying limits as set forth in the Schedule of Underlying Insurance, this policy does not apply to:

- (A) Damage to or destruction of any property arising out of (1) blasting or explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, coffer dam or caisson work or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- (B) Damage to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back filling, or pile driving; and property damage to any other property at any time resulting therefrom.

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

Name of Insured: RPM Inc. etal

Endorsement: #7

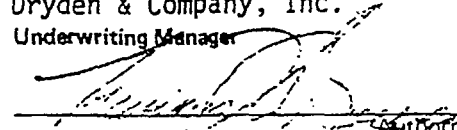
Producer: Northern Ohio E & S Agency, Inc.

Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.

Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00120

MEDICAL MALPRACTICE FOLLOWING FORM ENDORSEMENT

It is agreed that the coverage provided by this policy does not apply to liability arising out of :

- (a) the rendering of or failure to render (1) medical, surgical, dental, X-Ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith; (2) any service or treatment conducive to health or of a professional nature; or (3) any cosmetic or tonsorial service or treatment;
- (b) the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

unless such liability is covered by valid and collectible underlying policies as set forth in Schedule A Underlying Insurance, and then only for such hazards for which coverage is afforded by such underlying insurance.

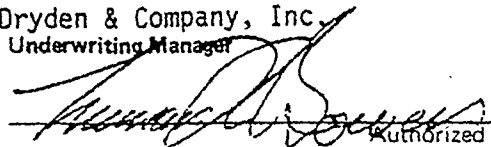
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: RPM Inc. etal Endorsement: #8

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager


Authorized Signature

ORIGINAL

BON - 02934

Gibraltar Casualty Company

Policy No.: GMI 00120

SERVICE OF PROCESS ENDORSEMENT

Service of process upon the Company in connection with a claim arising under this policy may be made in any manner permitted by law. Where permitted, the Company hereby appoints the Commissioner of Insurance (or equivalent insurance regulatory official) as its attorney in fact to accept such service of process, and forward the documents to:

John T. Andrews, Jr.
General Counsel
Gibraltar Casualty Co.
P.O. Box 908
213 Washington Street
Newark, N.J. 07101

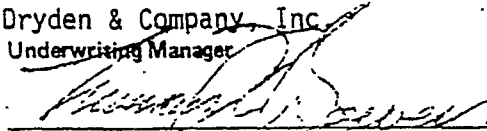
It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: RPM Inc. etal Endorsement: #9

Producer: Northern Ohio F & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager


Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00120

DUPLICATE

In consideration of an additional premium of \$20,664 due on May 31, 1984, it is agreed that Item 2. Policy Period is amended to read:

FROM: MAY 31, 1983

TO: December 1, 1984

It is also agreed that Gibraltar's aggregate limit of liability shall apply as follows:

For the period May 31, 1983 to December 1, 1983 \$10,000,000.

For the period December 1, 1983 to December 1, 1984 \$10,000,000.

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

Name of Insured: RPM Inc, etal Endorsement: #11

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 12/1/83

2/24/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signature

Gibraltar Casualty Company

Policy No.: GMU 00120

DUPLICATE

In consideration of the premium at which the policy is issued, it is agreed that Endorsement No. 1 is amended by the addition of Mameco Europe, S.A. & Mameco International Inc. as Named Insureds and Talsol Corporation and Product Finishes, Inc. as an Excluded Subsidiary.

It is also agreed that endorsement No. 10 is deleted.

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

Name of Insured: RPM Inc. etal Endorsement: #12

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 12/1/83

2/24/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signature

ORIGINAL

BON - 02937

Gibraltar Casualty Company

Policy No.: GMU 00120

Page 1 of 2

DUPLICATE

In consideration of the Premium at which the Policy is written, it is agreed that Schedule A Underlying Insurance is deleted and replaced by the following:

CARRIER, POLICY AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
<u>Schedule of Primary Policies As respects RPM Incorporated</u>		
Argonaut Policy No. (to be determined) May 31, 1983-May 31, 1984	Employer's Liability	Coverage B-Employer's Liability \$100,000. Per Accident
U.S.F. & G. Policy No. ICC 0344479181 December 1, 1983-December 1, 1984	Comprehensive General Liability	\$1,000,000. Combined Single Limit
U.S.F. & G. Policy No. BAP041533371 December 1, 1983-December 1, 1984	Automobile Liability	\$1,000,000. Combined Single Limit
Great Northern Insurance Co. Policy No. (to be determined) May 31, 1983-May 31, 1984	Foreign General Liability and Automobile Liability	\$1,000,000. Combined Single Limit
<u>As respects AGR Company</u>		
Aetna Casualty & Surety Policy No. (to be determined) May 31, 1983-May 31, 1984	Comprehensive General Liability	Bodily Injury \$1,000,000. Each Occurrence \$1,000,000. Aggregate

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

Name of Insured: RPM Inc, etal Endorsement: #13

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 12/1/83

2/24/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signature

ORIGINAL

BON - 02938

**Gibraltar
Casualty
Company**
DUPLICATE

Policy No.: GMU 00120

Page 2 of 2

CARRIER, POLICY AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
Aetna Casualty & Surety Policy No. (to be determined) May 31, 1983-May 31, 1984	Automobile Liability	\$1,000,000. Combined Single Limit
Argonaut Ins. Policy No. (to be determined) December 2, 1982-December 2, 1983	Employer's Liability	Coverage B-Employer's Liability \$100,000. Per Accident

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

Name of Insured: RPM Inc, etal Endorsement: #13

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 12/1/83

2/24/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signature

ORIGINAL

BON - 02939

Gibraltar Casualty Company

Policy No.: GMU 00120

In consideration of the premium charged, it is agreed, the following is added to this policy:

Notice of Occurrence

In consideration of the premium charged, it is hereby understood and agreed that knowledge of an accident by the agent, servant, or employee of the insured or failure to report such accident by the agent, servant, or employee of the insured at the time of the occurrence shall not be deemed in violation of the general "Notice to the Company" condition of the policy unless an executive officer of the insured's corporation, partnership, or sole proprietorship shall have received such notice from the agent, servant, or employee.

Unintentional Errors & Omissions

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission is not intentional.

As Broad As Primary Endorsement

In consideration of the premium charged, it is agreed that notwithstanding anything contained herein to the contrary where underlying insurance is written under terms and conditions including description of Insured providing greater coverage to the Insured than this policy, then this insurance shall follow the broader provision of the underlying insurance.

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

Name of Insured: RPM Inc. etal Endorsement: #14

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5/31/83

2/17/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signature

BON - 02940

ORIGINAL

Gibraltar Casualty Company

Policy No.: GMU 00120

In consideration of the premium charged, it is agreed, Endorsement #12 is amended, in part, as follows:

Talsol Corporation and Product Finishes, Inc. is an Excluded Subsidiary.

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

Name of Insured: RPM Inc. etal Endorsement: #15

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 11/1/83

2/17/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signature

BON - 02941

ORIGINAL

Gibraltar Casualty Company

Policy No.: GMU 00120

In consideration of the premium charged, it is agreed Endorsement #13 is amended, in part, as follows:

<u>Carrier, Policy and Term</u>	<u>Type of Coverage</u>	<u>Applicable Limits</u>
-------------------------------------	-------------------------	--------------------------

As respects AGR Company

DELETE:

Aetna Casualty & Surety
Policy No. (to be determined)
May 31, 1983 - May 31, 1984

Comprehensive
General
Liability

Bodily Injury
\$1,000,000. each occurrence
\$1,000,000. aggregate
Property Damage
\$1,000,000. each occurrence
\$1,000,000. Aggregate

Aetna Casualty & Surety
Policy No. (to be determined)
May 31, 1983 - May 31, 1984

Automobile
Liability

\$1,000,000. Combined
Single Limit

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

Name of Insured: RPM Inc. etal Endorsement: #16

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 12/1/83

2/17/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signature

BON - 02942

ORIGINAL

Gibraltar Casualty Company

Policy No.: GMU 00120

In consideration of the premium charged, it is agreed, Endorsement #12 is amended, in part, to include:

Testor Corporation and Newtest Corporation

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

Name of Insured: RPM Inc. etal Endorsement: #17

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 1/1/84

2/17/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signatu

Gibraltar Casualty Company

Policy No.: GMU 00120

In consideration of the premium charged, it is agreed Endorsement #1,
Named Insured, is amended to include:

FOPECO, INC.

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

Name of Insured: RPM Inc-etal Endorsement: #18

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 3/7/84

3/22/84 kk

Dryden & Company, Inc.
Underwriting Manager

Authorized Signature

BON - 02944

ORIGINAL

Gibraltar Casualty Company

Policy No.: GMU 00120

In consideration of an additional premium of \$476., it is agreed, Endorsement No. 1, Named Insureds, is amended to include:

Talsol Corporation

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

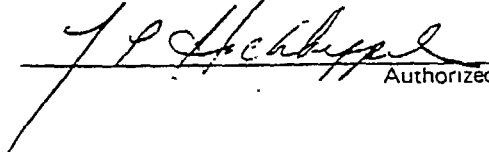
Name of Insured: RPM Inc., etal Endorsement: #21

Producer: Northern Ohio E & S Agency, Inc. Effective Date: 9-1-84

10-31-84 cc

Dryden & Company, Inc.

Underwriting Manager


Authorized Signature

BON - 02945

ORIGINAL

(88-84)

Gibraltar Casualty Company

A DELAWARE CORPORATION

UNDERWRITING MANAGER: Dryden & Company, Inc., One Main Street, Chatham, New Jersey 0792

Umbrella Liability Policy



A Subsidiary of Prudential Insurance Company of America

BON - 02946

GCC 4 (11-78)

GIBRALTAR CASUALTY COMPANY

POLICY PROVISIONS

Gibraltar Casualty Company, a capital stock insurance company (herein called Gibraltar), agrees with the Insured named in the Declarations, in consideration of the payment of the required premium and subject to all the terms of this policy:

I. INSURING AGREEMENT

Gibraltar will pay on behalf of the Insured the Ultimate Net Loss, in excess of the applicable underlying or retained limit, which the Insured shall become legally obligated to pay as damages because of:

A. Personal Injury; B. Property Damage; or C. Advertising Injury to which this policy applies, caused by an Occurrence.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

A. With respect to Personal Injury, Property Damage, or Advertising Injury covered by underlying insurance, Gibraltar shall not be called upon to assume charge of the investigation, defense, or settlement of any claim made or suit brought or proceedings instituted against the Insured but shall have the right and be given the opportunity to associate with the Insured in defense and control of any claim, suit, or proceeding relative to any Occurrence which in the opinion of Gibraltar may involve liability on the part of Gibraltar under the terms of this policy. If Gibraltar avails itself of such right and opportunity, Gibraltar shall do so at its own expense. Court costs and interests, if incurred with the consent of Gibraltar, shall be borne by Gibraltar in the proportion that its share of Ultimate Net Loss bears to the total amount of Ultimate Net Loss.

B. With respect to Personal Injury, Property Damage, or Advertising Injury not covered by underlying insurance but within the coverage provided by this policy, or if the limits of liability of underlying insurance are exhausted by payment of judgment or settlements because of Personal Injury, Property Damage, or Advertising Injury during the period of this policy, Gibraltar shall:

1. have the right and duty to defend any suit against the Insured seeking damages on account of such Personal Injury, Property Damage, or Advertising Injury even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but Gibraltar shall not be obligated to pay any claim or judgment or to defend any suit after Gibraltar's limit of liability has been exhausted by payment of judgments or settlements.

2. in addition to the amount of Ultimate Net Loss payable:

- a) pay all expenses incurred by Gibraltar, all costs taxed against the Insured in any suit defended by Gibraltar, and the interest on the amount of any judgment therein which accrues after entry of the judgment and before Gibraltar has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of Gibraltar's liability thereon;

- b) pay premiums on appeal bonds required in any suit, premium of bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of

any vehicle to which this policy applies, but Gibraltar shall have no obligation to apply for or furnish any such bonds;

- c) pay reasonable expenses incurred by the Insured at Gibraltar's request in assisting Gibraltar in the investigation or defense of any claim or suit, including actual loss of earnings.

In jurisdictions where Gibraltar may be prevented by law or otherwise from carrying out this agreement, Gibraltar will indemnify the Insured for such expense incurred with its written consent in accordance with this provision.

III. PERSONS OR ENTITIES INSURED

A. The named Insured is the organization(s) named in the Declarations of this policy and includes:

1. any subsidiary company including subsidiaries thereof and any other company under their control and active management at the inception date of this policy;

2. new organizations acquired by the named Insured during the policy period through consolidation, merger, purchase of the assets of, or assumption of control and active management provided such acquisition or assumption is reported within 60 days after it is effected and provided further such acquisition is endorsed on this policy;

3. if the named Insured is a partnership or a joint venture, any partner or member thereof is included as a named Insured but only with respect to his liability as a partner or member of such partnership or joint venture;

4. if the named Insured is an individual, the person is designated but only with respect to the conduct of a business of which he is the sole proprietor or the spouse of the named Insured with respect to the conduct of such a business;

B. Each of the following is an Insured under this policy to the extent set forth below:

1. any person, organization, trustee, or estate to whom or to which the named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the named Insured or to facilities of or facilities used by the named Insured and then only to the extent of the coverage required by such contract and for the limits of liability specified in such contract in excess of the retained limit, but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;

2. at the option of the named Insured and subject to the terms of the coverage of this insurance, any additional Insured(s) included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided for such additional Insured(s) thereunder;

3. except with respect to the ownership, maintenance, or use, including loading or unloading, of automobiles or aircraft, any officer, employee, director, or stockholder of the named Insured while acting on behalf of such named Insured, or any person or organization while acting as real estate manager for the named Insured;
4. any person while using, with the permission of the named Insured, any automobile or aircraft owned by, loaned to, or hired for use by or on behalf of the named Insured and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use is within the scope of such permission, and any officer, director, or stockholder of the named Insured with respect to the use of an automobile or aircraft not owned by the named Insured but only while such automobile or aircraft is being used in the business of the named Insured. The insurance with respect to any person or organization other than the named Insured does not apply under this Paragraph 4:
 - a) to any person or organization or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage, or public parking place;
 - b) with respect to any automobile or aircraft hired by or loaned to the named Insured, to the owner, or a lessee of whom the named Insured is a sub-lessee thereof, other than the named Insured, or to any agent or employee of such owner or lessee;
 - c) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales, service, or repair organization, or airport or hangar operator or their respective employees or agents.

IV. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy; (2) persons or organizations who sustain Personal Injury, Property Damage, or Advertising Injury; (3) claims made or suits brought on account of Personal Injury, Property Damage, or Advertising Injury; (4) automobiles, aircraft, or watercraft to which this policy applies; or (5) coverages under which Ultimate Net Loss is insured in this policy, Gibraltar's liability with respect to Personal Injury, Property Damage, Advertising Injury, or any combination thereof, shall be only for the Ultimate Net Loss in excess of the Insured's Retained Limit, and then for an amount not exceeding the amount specified in Item 4A of the Declarations arising out of any one Occurrence during the policy period.

There is no limit to the number of Occurrences during the policy period for which claims may be made hereunder, except that the liability of Gibraltar

1. because of all Personal Injury and Property Damage included within the Products Hazard and all Personal Injury and Property Damage included within the Completed Operations Hazard, or both combined; or
2. because of all Occupational Disease sustained by all employees of Insureds arising out of and in the course of their employment,

arising out of all Occurrences during each policy period shall not exceed the aggregate limit of liability stated in Item 4B of the Declarations.

If the aggregate limits of liability of the underlying insurance listed in Schedule A are reduced or exhausted because of Personal Injury, Property Damage, or Advertising Injury which occur during the period of this policy, Gibraltar will, during the policy period of this policy and subject to Gibraltar's limit of liability stated above, continue such coverage as is afforded by such listed underlying insurance for the remainder of the policy period of such underlying insurance in excess of the reduced or exhausted limits.

In those cases where the underlying insurance listed in Schedule A contains an aggregate limit of liability for all insured damages arising out of:

1. Advertising Injury, or
2. automobile Personal Injury, or automobile Property Damage, or both combined, or
3. other Personal Injury, or other Property Damage, or both combined, or
4. any combination of all or part(s) of the foregoing.

Gibraltar's liability shall likewise be limited to the amount stated as the aggregate limit of liability in Item 4B of the Declarations with respect to all Ultimate Net Loss caused by one or more occurrences during each policy period while this policy is in force commencing from its effective date.

For the purpose of determining the limits of Gibraltar's liability (1) all Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence, and (2) with respect to Advertising Injury, all injury arising out of any advertisement, publicity article, broadcast or telecast, or any combination thereof, involving the same injurious material or act, regardless of the frequency or repetition thereof or the number or kind of media used, whether claim is made by one or more persons, shall be deemed to arise out of one Occurrence.

V. DEFINITIONS

A. **Advertising Injury** means damages which arise out of:

1. unintentional libel, slander, or defamation;
2. infringement of copyright or title or slogan;
3. piracy or unfair competition or idea misappropriation under an implied contract;
4. invasion of rights of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast, or telecast and arises out of the named Insured's advertising activities.

B. **Completed Operations Hazard** - means Personal Injury and Property Damage arising out of operations or reliance upon a representation or warranty, made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. Operations include materials, parts, or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. when all operations to be performed by or on behalf of the Insured under the contract have been completed;
2. when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed; or

3. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The "Completed Operations Hazard" does not include Personal Injury or Property Damage arising out of (1) operations in connection with the transportation of property, unless the Personal Injury or Property Damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, (2) the existence of tools, uninstalled equipment, or abandoned or unused materials.

- C. **Insured's Products** - means goods or products manufactured, sold, handled, or distributed by the Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Insured's Products" shall not include a vending machine or any property other than such a container, rented to or located for use of others but not sold.

- D. **Occurrence** - means:

1. with respect to Personal Injury and Property Damage, an accident, a happening, an event, or a continuous or repeated exposure to conditions which results during the policy period in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All such exposure to substantially the same general conditions shall be deemed one Occurrence;
2. with respect to Advertising Injury, an act or series of acts in which the same or similar advertising material is used, regardless of the number or kind of media used, committed during the policy period which causes such Advertising Injury. All damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, or the number of claimants shall be deemed to arise out of one Occurrence.

- E. **Occupational Disease** - means bodily injury by disease as insured by Coverage B of the standard Workers' Compensation and Employers' Liability Policy.

- F. **Personal Injury** - means:

1. bodily injury, sickness, disease, disability, shock, fright, mental anguish, and mental injury, including death at any time resulting therefrom;
2. false arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention, malicious prosecution and humiliation;
3. the publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of rights of privacy, except where any of the foregoing arises out of the Insured's advertising activities;

4. racial, religious, sex, or age discrimination (unless insurance thereof is prohibited by law) not committed by or at the direction of the Insured, but only with respect to liability other than for fines and penalties imposed by law; and
5. assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

- G. **Products Hazard** - means Personal Injury and Property Damage arising out of the named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs away from premises owned by or rented to the named Insured and after physical possession of such products has been relinquished to others.

- H. **Property Damage** - means (1) Physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an Occurrence during the policy period.

- I. **Retained Limit** - means:

1. with respect to Personal Injury, Property Damage, or Advertising Injury covered by the underlying insurance stated in Schedule A, an amount equal to the applicable limit(s) of liability stated in Schedule A plus the limit(s) of any other insurance collectible by the Insured (other than insurance purchased specifically in excess of this policy), and
2. with respect to Personal Injury, Property Damage, or Advertising Injury not covered by the underlying insurance stated in Schedule A, but within the coverage provided by this policy, the amount stated in Item 3 of the Declarations or the amount of any other collectible insurance (other than insurance purchased specifically in excess of this policy) which is available to the insured. In the event the amount of said other collectible insurance is less than the amount stated in Item 3 of the Declarations, the Insured shall retain for the Insured's own account the difference between the amount available from said other collectible insurance and the amount stated in Item 3 of the Declarations.

- J. **Ultimate Net Loss** - means the sums paid or payable by reason of adjudication or settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages, and other insurances (other than recoveries under the underlying insurance policies, or policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude (1) all loss expenses and legal expenses (including interest on judgments, investigation, adjustment, and legal expenses, and fees including taxed court costs and premiums on bonds), unless they are included within the limit of liability of the underlying insurance listed on Schedule A; and (2) all expenses for salaried employees and counsel on retainer and all office expenses of the insured, Gibraltar, or any underlying insurer.

VI. EXCLUSIONS

This policy does not apply:

- A. to any obligation for which the Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation, or disability benefits law or under any similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named Insured under contracts.
- B. to Property Damage:
 - 1. to property owned by the Insured; or
 - 2. to the Insured's Products arising out of such products or any part of such products; or
 - 3. to work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith.
 - 4. arising from the loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - i. a delay in or lack of performance by or on behalf of the named Insured of any contract or agreement; or
 - ii. the failure of the named Insured's Products or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness, or durability warranted or represented by the named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named Insured's Products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured; or
- C. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named Insured's Products or work completed by or for the named Insured or of any property of which such products or work form a part if such products, work, or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- D. to Advertising Injury resulting from
 - 1. failure of performance of contract; or
 - 2. infringement of trademark, service mark, or trade name of goods or services sold, offered for sale, or advertised, but this exclusion shall not relate to titles or slogans; or
 - 3. incorrect description of any article or commodity; or
 - 4. mistake in advertised price.

VII. CONDITIONS

A. Underlying Insurance

The named Insured shall maintain the underlying policies and renewals thereof with limits of liability as stated in Schedule A in full effect during this policy period, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of Occurrences which happen during this policy period. Failure of the named Insured to comply with the foregoing shall not

invalidate this policy, but in the event of such failure, Gibraltar shall be liable only to the extent that it would have been liable had the named Insured complied therewith.

As this policy is excess insurance, the named Insured warrants that coverage under the uninsured motorist laws and "no fault" laws will be maintained during the policy period. It is agreed that the named Insured shall promptly reimburse Gibraltar for any amount of ultimate net loss paid on behalf of any Insured as respects any payment made under an uninsured motorist law, "no fault" law, or any similar law.

The named Insured shall give Gibraltar written notice as soon as practicable of (1) any change in the named Insureds, in the scope of coverage or in the amount of limits of insurance, under any underlying policy, and (2) the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

B. Premium

The premium set forth in the Declarations is an estimated premium only, unless indicated as a fixed premium. Upon termination of this policy, where the premium is estimated, earned premium shall be computed in accordance with the premium computation provisions of an endorsement attached hereto. Where the earned premium thus computed exceeds the estimated advance premium paid, the named Insured shall pay the excess to Gibraltar; where less, Gibraltar shall return the named Insured the unearned portion paid by the named Insured.

The named Insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to Gibraltar at the end of the policy period and at such times during the policy period as Gibraltar may direct.

C. Inspection and Audit

Gibraltar shall be permitted, but not obligated, to inspect the named Insured's property and operations at any time. Neither Gibraltar's right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the named Insured or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule, or regulation. Gibraltar may examine and audit the named Insured's books and records at any time during the policy period and extensions thereof, and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Insured's Duties in the Event of Occurrence, Claim, or Suit

- 1. In the event of an Occurrence which is reasonably likely to involve this insurance, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to Gibraltar or any of its authorized representatives as soon as practicable.

BON - 02950

2. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to Gibraltar every demand, notice, summons, or other process received by the Insured or the Insured's representative.
3. The Insured shall cooperate with Gibraltar and, upon Gibraltar's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Personal Injury, Property Damage, or Advertising Injury with respect to which insurance is afforded under this policy. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense.
4. The named Insured shall promptly reimburse Gibraltar for any amount of Ultimate Net Loss paid on behalf of any Insured within the Retained Limit.

E. Appeals

If the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the Retained Limit, Gibraltar may elect to do so at its own expense and shall be liable for the taxable costs, disbursements, and interest incidental thereto, but in no event shall the liability of Gibraltar for Ultimate Net Loss exceed the amount specified in the limits of liability section of the Declarations plus the taxable costs, disbursements, and interest incidental to such appeal.

F. Action Against Gibraltar

No action shall lie against Gibraltar unless, as a condition precedent thereto, there shall have been full compliance with all 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 after actual trial or by written agreement of the Insured, the claimant, and Gibraltar. 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 Gibraltar as a co-defendant in any action against the Insured to determine the Insured's liability, nor shall Gibraltar be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured shall not relieve Gibraltar of any of its obligations hereunder.

G. Other Insurance

If other valid and collectible insurance with any other insurers applicable to any loss or expense covered by this policy is available to the Insured (other than insurance which is in excess of the insurance afforded by this policy), the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms of other insurance. If collectible insurance under any other policy of Gibraltar is available to the Insured, covering a loss also covered hereunder (other than underlying insurance of which the insurance afforded by this

policy is in excess), Gibraltar's total liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy.

H. Subrogation

In the event of any payment under this policy, Gibraltar shall participate with the Insured and any underlying insurer in the exercise of all the Insured's rights of recovery therefor against any person or organization. The Insured shall do nothing after loss to prejudice such rights and shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The apportionment of any amounts which may be recovered shall be made as follows:

Any interest, including the Insured's that shall have paid an amount in excess of any payment hereunder shall first be reimbursed to the extent of its actual payment. Gibraltar shall be reimbursed next out of any balance then remaining to the extent of its actual payments hereunder. If any balance then remains unpaid, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear.

The expense of any subrogation proceeding brought to enforce such rights shall be apportioned among Gibraltar, the underlying insurers, the Insured, and any other interest, in accordance with the ratio of their respective recoveries as finally settled. If there is no recovery in proceedings conducted solely by Gibraltar, it shall bear the expenses thereof.

I. Changes

Notice to or knowledge possessed by any person shall not effect a waiver or change in part of this policy, or stop Gibraltar from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of Gibraltar.

J. Assignment

Assignment of interest under this policy shall not bind Gibraltar until its consent is endorsed hereon; if however, the named Insured shall die or be adjudged bankrupt or insolvent, such insurance as is afforded by this policy shall apply:

1. to the named Insured's legal representative, as the named Insured, but only while acting within the scope of his duties as such, and
2. with respect to the property of the named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

K. Cancellation

This policy may be cancelled by the named Insured by mailing to Gibraltar written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by Gibraltar by mailing to the named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days or as soon thereafter as permitted by law, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of such cancellation stated in the notice shall become the end of the policy period. If can-

cancellation is at the request of the named Insured, earned premium shall be computed in accordance with the customary short rate procedure. If Gibraltar cancels, earned premium shall be computed pro rata. If this policy insures more than one named insured, cancellation may be effected by the first of such named Insureds for the account of all the named Insureds; notice of cancellation by Gibraltar to such first named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first named Insured shall be to the account of all interests herein.

Premium adjustment may be made either at the time cancellation is effected or as soon as practi-

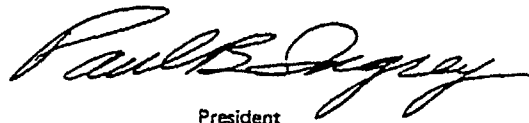
cable after cancellation becomes effective, but payment or tender of unearned premium is not condition of cancellation.

L. Representations

By acceptance of this policy, the named Insured agrees that the statements in the application and in the Declarations and in any subsequent notice relating to underlying insurance are the named Insured's agreements and representations, that this policy is issued and continued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between the named Insured and Gibraltar or any of its representatives relating to this insurance.

In Witness Whereof, Gibraltar has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless countersigned on the Declarations page of this policy by a duly authorized representative of Gibraltar.


Secretary


President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

It is agreed that the policy does not apply:

- I. 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 Association 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision 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 the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material if
 - (a) 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;
 - (b) the nuclear material is contained in spent fuel or waste or at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or 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 possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "by-products material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designated or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

Producer: McDonough Caperton/Cleveland
Location: Cleveland, Ohio

**BLANKET EXCESS LIABILITY POLICY
(LAYERED FORM)**

EAS

04₀₃ 30 0042

DECLARATIONS

ITEM 1. Insured's Name and Address (No., Street, Town, State, Zip)

RPM, Inc., Etal.
(Per End. #1)
2628 Pearl Road
Medina, Ohio 44256

Insurance is provided by the company designated below
(hereinafter called the Company)



**Safeco Insurance Company
of America,**
Home Office: Seattle, Wash.
(a stock insurance company)
herein called the Company.

ITEM 2. POLICY PERIOD: 5-31-82 5-31-83
Inception (Mo. Day Yr.) Expiration (Mo. Day Yr.)
12:01 a.m. standard time at the address of the named insured as stated herein

ITEM 3. LIMIT OF LIABILITY:

\$ 5,000,000.
\$ 5,000,000.

EACH OCCURRENCE
AGGREGATE

ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY

\$ 5,000,000.
\$ 5,000,000.

EACH OCCURRENCE
AGGREGATE

ITEM 5. PREMIUM:

A. METHOD OF PREMIUM COMPUTATION: Flat

ITEM 6. DEPOSIT PREMIUM: \$ 3,750.
ANNUAL MINIMUM PREMIUM: \$ 3,750.

In the event of cancellation by the named insured, the company shall receive and retain not less than \$ 938.
minimum premium.

as the policy

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

1. Gibraltar Casualty Company, Policy #To Be Determined,
Effective 5-31-82/83

Limits: \$5,000,000 ea. occ./agg. excess primary & SIR

This policy has been signed by the President and Secretary of the Company designated on the declarations page and
shall not be valid unless countersigned by an authorized representative of the Company.

MD Amurda
Secretary

Bruce Maines
President

EAS Insurance Services (Ohio), Inc., 14701 Detroit Ave., Lakewood, Ohio 44107, 216/221-3737

COUNTERSIGNED:

David E. Franklin
Authorized Representative

DATE: June 22, 1982

LAYERED FORM BLANKET EXCESS LIABILITY POLICY

The Company designated on the Declarations page, (hereafter called the Company) agrees with the insured, named in the declarations made part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for Property Damage liability under this policy shall apply (1) to physical injury to or destruction of tangible property which occurs during the policy period, including loss of use thereof any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely for reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Underlying Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (applying as excess over various policies of primary insurance) with limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. If such underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as

are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise EAS Insurance Services of any occurrence or disaster which may result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claim.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after the loss is respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings, shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expenses hereunder shall not include salaries and expense of the Insured employees incurred in investigation, adjustment and litigation.

5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else necessary to secure such rights. The Insured shall do nothing at loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

(Continued on Page Two)

7. **PREMIUM.** The deposit premium stated in the declarations is an estimated premium only. Upon termination of this policy, or at such other time as may be specified herein, the earned premium shall be computed in accordance with the method of computation stated in the declarations. If the earned premium thus computed exceeds the deposit premium paid, the named insured shall pay the amount in excess thereof to the Company; if less, the Company shall return to the named insured the unearned portion paid. In no event shall the earned premium be less than the minimum premium stated in the declarations, or the short rate or pro rata adjustment of the minimum premium described in the Cancellation condition of this policy, if this policy is canceled as therein provided.

In the event of change in the premium or rating of any underlying insurance while this policy is in force, the named insured shall notify the Company in writing as soon as practicable and, at the option of the Company, the premium hereon may be adjusted accordingly.

The Company shall have the right to examine the named insured's books and records at any time during the policy period and within one year thereafter for the purpose of determining actual earned premium.

8. **CANCELLATION.** This policy may be canceled by the named insured by mailing to EASI Insurance Services, written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by EASI Insurance Services by mailing to the named insured at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by EASI Insurance Services shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If EASI Insurance Services cancels, earned premium shall be computed pro rata. In either event the minimum premium stated in the declarations shall be adjusted short rate or pro rata, as the case may be.

However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the insured.

Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

EXCLUSIONS

1. This policy does not apply to liability for any fines, penalties or punitive damages.
2. This policy does not apply: Under any 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 Association 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.

3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
(a) 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,
(b) 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 an insured; or
(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or 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 possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

As used in Exclusions 2 and 3:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus destined or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

Gibraltar Casualty Company

Policy No.: GMU 00120

EXCLUSION OF AN INSURED ENDORSEMENT

This endorsement modifies such insurance as is afforded by the policy relating to certain insureds as follows:

It is understood and agreed the entities listed below are not insureds under this policy and this policy shall not apply to said entities as insureds. Any provision, condition or agreement in the policy which provides coverage for said entities as insureds is null and void.

ENTITIES EXCLUDED: MAMECO EUROPE, S.A.
MAMECO INTERNATIONAL INC.

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

Name of Insured: RPM Inc. etal Endorsement: #10
Producer: Northern Ohio E & S Agency, Inc. Effective Date: 5-31-83

7-18-83 cc

Dryden & Company, Inc.
Underwriting Manager

[Signature]
Authorized Signature

BON - 02957