- SCM EXCESS HEC 920 8694 -
Home Insurance 1/1/76-1/1/77

113

- SCM EXCESS HEC 920 8694 -

Home Insurance 1/1/76-1/1/77

113

EXCESS LIABILITY POLICY

HEC— 9 20 86 94

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

STOCK COMPANY

INSURANCE HOME COMPANIES

Replaced by Policy No. HEC 9-34-57-90 - 1-1-77/78.

ITEM 1. Insured's Name and Mailing Address

S.C.M. Corporation, etal
(See Endorsement #1)
299 Park Avenue
New York, N.Y.

NEW YORK OFFICE
Producer

Marsh & McLennan

Inception (Mo. Day Yr.)	Expiration (Mo. Day Yr.)	Years	Producer No.	OPC	State Loc.
1/1/76	1/1/77	1	50167	081	

FROM: January 1, 1976 TO: January 1, 1977
12:01 AM Standard Time at the address of the Named Insured as stated herein

ITEM 2. LIMITS OF LIABILITY (As Per Insuring Agreement No. 2)

LIMIT IN ALL IN RESPECT OF EACH OCCURRENCE	$ 10,000,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	$ 10,000,000.00

ITEM 3. **PREMIUMS**

THE PREMIUM IS BASED UPON	MINIMUM PREMIUM
FLAT CHARGE	$ 40,000.00
	ADVANCED PREMIUM
DURING THE POLICY PERIOD	$ 40,000.00

PREMIUM IF PAID IN INSTALLMENTS

EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM →	$

In Witness Whereof, the said THE HOME INSURANCE COMPANY, MANCHESTER, NEW HAMPSHIRE has caused these Presents to be signed by its President and attested by its Secretary, in the City of Manchester, New Hampshire, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

Joseph F. Zuino
Secretary

R. H. Tullis, Jr.
President

K W Dickman

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)	DATE
Vice President	1/28/76 RK

H20254F 1/75

GLD051387

0049-GLD-000051387

NON-PREMIUM ENDORSEMENT

Endorsement No. 12

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	6/7/76

PRODUCER	PRODUCER NO.-OPC
Marsh & McLennan, Inc.	50167-081

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

It is hereby agreed and understood that Endorsements #'s 1, 6 and 9 are void.

It is further agreed that Item #1 Named Insured is amended to read as follows:

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

b) Jotun-Baltimore Copper Paint Company a Joint Venture. However such coverage as is provided for the interest of Glidden-Durkee Division of SCM Corporation and A. F. Jotungruppen of Norway in the Joint Venture above is restricted to such coverage as is available to the Insured under the primary insurance stated in the Schedule of Underlying Insurances attached to this policy.

c) Sylvachem Corporation, A Joint Venture. However such coverage as is provided for the interest of Glidden-Durkee Division of SCM Corporation and St. Regis Paper Corporation in the Joint Venture above is restricted to such coverage as is available to the Insured under primary insurance stated in the Schedule of Underlying Insurances attached to this policy.

KW Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

THE HOME INSURANCE COMPANY
New York, New York

MANUSCRIPT EXCESS LIABILITY POLICY

(A stock insurance company herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the insuring agreements, limits of liability, definitions, exclusions, conditions, and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law,

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:—

(i) Personal Injuries, including death at any time resulting therefrom,

(ii) Property Damage,

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the ultimate net loss the excess of either

(a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,

or (b) $25,000 ultimate net loss in respect of each occurrence not covered by underlying insurances,

(hereinafter called the "underlying limits");

and then only up to a further sum as stated in Item 2 of the Declarations in all in respect of each occurrence—subject to a limit as stated in Item 2 of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy shall

(1) in the event of reduction pay the excess of the reduced underlying limit

(2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limit of liability.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. INSURED

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company (Hereinafter called the "Named Insured").

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also:—

(a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

(b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them;

(c) any additional insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in attached Schedule;

(d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Insured, shall not apply—

1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of the operation thereof;

3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

2. PERSONAL INJURIES

The term "Personal Injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (except where it is a violation of a statute or regulation prohibiting such) humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured).

4. ADVERTISING LIABILITY

The term "Advertising Liability" wherever used herein shall mean:—

(1) Libel, slander or defamation;

(2) Any infringement of copyright or of title or of slogan;

(3) Piracy or unfair competition or idea misappropriation under an implied contract;

(4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's Advertising activities.

5. OCCURRENCE

The term "occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent employees.

E. INSPECTION AND AUDIT

The Company shall be permitted at all reasonable times during the policy period to inspect the premises, plants, machinery and equipment used in connection with the Insured's business, trade or work, and to examine the Insured's books and records at any time during the currency hereof and within one year after final settlement of all claims so far as the books and records relate to any payments made on account of occurrences happening during the term of this policy.

F. CROSS LIABILITY

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be liable then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase Company's limit of liability as set forth in Insuring Agreement II.

G. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claim.

H. ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but The Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve The Company, in which event the Insured and The Company shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS

In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, The Company may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of The Company for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and The Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, The Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. 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 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, conditions and limitations of other insurance.

M. SUBROGATION

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (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; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (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 amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

N. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop The Company 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 The Company.

O. ASSIGNMENT

Assignment of interest under this policy shall not bind The Company unless and until their consent is endorsed hereon.

P. CANCELLATION

This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company 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. 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 the company shall be equivalent to mailing.

If he named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. 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.

Q. MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as they would have been had the Insured complied with the said condition.

K W Rickman
Authorized Representative

H 20285 F TEXT

GLD051390

0049-GLD-000051390

NON-PREMIUM ENDORSEMENT

Endorsement No. 1

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation, etal

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	1/28/76

PRODUCER	PRODUCER NO.—OPC
Marsh & McLennan	50167-081

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

NAMED INSURED

S.C.M. Corporation, all Subsidiaries, S.C.M. Foundation any other Company of which it assumes active management.

Amended — See End. No. 6 Replacement

K W Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

GLD051391

0049-GLD-000051391

NON-PREMIUM ENDORSEMENT — HOME INSURANCE COMPANIES — Endorsement No. 2

Issued by –
☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation, etal

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	1/28/76

PRODUCER	PRODUCER NO –OPC
Marsh & McLennan	50167-081

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

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
To Be Advised	American Motorists	*Comprehensive General and Automobile Liability Bodily Injury & Property Damage	---	$5,000,000.00	$5,000,000.00

*Includes: Products/Completed Operations, Personal Injury A, B & C, Exclusion "C" deleted, Employees as Additional Insureds, X,C,U Coverage Liquor Law Liability, Advertisers Liability, Employee Benefits.

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
To Be Advised	Royal Globe	Owned and Non-Owned Aircraft	---	$10,000,000.00	---
To Be Advised	American Motorists	Employers' Liability	---	100,000.00	---

Amended
See End. No. 19 &

K W Richman
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 D 3/68 #4

GLD051392
0049-GLD-000051392

NON-PREMIUM ENDORSEMENT — Endorsement No. 3

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation, etal

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	1/28/76

PRODUCER	PRODUCER NO —OPC
Marsh & McLennan	50167-081

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

[illegible]

In consideration of the premium charged, it is hereby understood and agreed that with respect to any occurrence outside of the United States including its territories or possessions or Canada, regardless of where original suit is brought this Company's Limit of Liability applies in excess of $100,000.00 Ultimate Net Loss, each and every occurrence not covered by underlying insurances.

It is further understood and agreed that this Company shall not be called upon to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured as respects any claim made or suit brought outside the United States, including its territories and possessions, or Canada, but the Company shall have the right but not the duty to associate with the Insured or the Insured's underlying insurers, or both, in the defense or control of any claim, suit or proceeding relative to an occurrence, where the claim, suit or proceeding involves or appears likely to involve the Company. In any case, where the Company elects not to assume charge, the Insured under the supervision of the Company, shall take charge of the settlement or defense of such claim, suit or proceeding and, subject to prior authorization by the Company will effect such settlement(s) as the Insured and the Company will deem prudent. The Company will reimburse the Insured for the costs of such settlement(s) and defense.

Regardless of the above, our Policy does not apply to any claim or claims or suits brought in the following countries. Albania, Bulgaria, Czechoslovakia, Communist China, Cuba, East Germany, Hungary, Poland, North Korea, North Vietnam, Outer Mongolia, Rumania, Soviet Union, Tibet and Yugoslavia.

[illegible]

KW Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22900 (FN) 7/73

CONTAMINATION AND POLLUTION ENDORSEMENT

HOME INSURANCE COMPANIES

Endorsement No. 4

Issued by –

[X] THE HOME INSURANCE COMPANY [ ] THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation, etal

EFFECTIVE DATE	DATE PREPARED
1/1/76	1/28/76

PRODUCER	PRODUCER NO. – OPC
Marsh & McLennan	50167-081

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

It is agreed that such insurance as is afforded by this policy does not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

It is further agreed that in no event shall coverage provided by this policy for Contamination and Pollution be broader than that provided by the Underlying Insurances set forth in the Schedule of Underlying Insurances.

KW Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H28579 FH

Endt. #5

GU 8679a
(Ed. 10-59)

A&G 661a

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement, effective 1/1/76 (12:01 A. M., standard time) forms a part of policy No. HEC 9 20 86 94

issued to S.C.M. Corporation, etal

by The Home Insurance Co.

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 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 **"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 designed 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.

H30180D

KW Richman

Authorized Representative

NON-PREMIUM ENDORSEMENT

HOME INSURANCE COMPANIES

Endorsement No. 6

Issued by — (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	3/26/76

PRODUCER	PRODUCER NO.—OPC
Marsh & McLennan, Inc.	50162-081

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

It is hereby agreed and understood that Endorsement #1, Named Insured is amended to read as follows:

> S.C.M. Corporation, All Subsidiaries, S.C.M. Foundation. Any other Company of which it assumes active management. Any employee sponsored, association or clubs of the named insured and Sylvachen Corporation, a joint venture (but solely as respects S.C.M's interest only in the joint venture)

S[illegible]

Replaced by End No. [illegible]

K.W. Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FN) 7/73

GLD051396

0049-GLD-000051396

NON-PREMIUM ENDORSEMENT HOME INSURANCE COMPANIES **Endorsement No.** 7

Issued by — (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	3/26/76

PRODUCER	PRODUCER NO.—OPC
Marsh & McLennan, Inc.	50167-081

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

CANADIAN SCHEDULE

<u>NAMED INSURED</u>	S.C.M. Ltd. 29 Gervas Dr.
	Don Mills Ontario Canada
	Glidden Company Ltd.
	Proctor Lewyt Ltd.
<u>PRODUCER</u>	Marsh & McLennan Ltd.
	7 King St. East
	Toronto, Canada
<u>PRODUCER NO.</u>	27507-871
<u>CANADIAN PREMIUM</u>	$1,100.00

K.W. Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

NON-PREMIUM ENDORSEMENT

HOME INSURANCE COMPANIES

Revised
Endorsement No. 7

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	6/7/76 HH

PRODUCER	PRODUCER NO.–OPC
Marsh & McLennan, Inc.	50167-081

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

CANADIAN SCHEDULE

NAMED INSURED S.C.M. (Canada), Ltd.
29 Gervais Dr.
Don Mills, Ontario, Canada

This is still not correct. See my letter of 5-26-76.

The Glidden Durkee Company Limited and Proctor-Silex Division of S.C.M. (Canada), Ltd.

PRODUCER Marsh & McLennan Ltd.
7 King St. East
Toronto, Canada

PRODUCER NO. 27507-871

CANADIAN PREMIUM $1,100.00

K W Richman
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

GLD051398

0049-GLD-000051398

NON-PREMIUM ENDORSEMENT | HOME INSURANCE COMPANIES | **Endorsement No.** 8 Page 1

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	3/26/76

PRODUCER	PRODUCER NO.-OPC
Marsh & McLennan, Inc.	50167-081

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

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
CCP2470548	CNA	*Comprehensive General and Automobile Liability Bodily Injury and Property Damage Combined excess [illegible]	---	$5,000,000.	$5,000,000.

*Including: Employers Liability, care, custody and control, advertisers Liability, Employees as additional Insureds, world wide Indemnification, deletion of watercraft exclusion, nurses malpractice, Blanket Contractual Liability, products/completed operations Liability.

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
~~PVB113018~~ 360-57772	~~Royal Globe~~ USAIG	Owned and Non-Owned Aircraft Liability Bodily Injury Property Damage & Pass. Liab.	--	$10,000,000.	--
XWC1427738	CNA	Excess Workmens Compensation	--	$2,000,000.	--
WC2574105	CNA	Maritime Compensation, Federal Longshoreman and Harborworkers Coverage	--	$100,000.	$100,000.

K.W. Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300 D 5/68 #4

GLD051399

0049-GLD-000051399

NON-PREMIUM ENDORSEMENT HOME INSURANCE COMPANIES **Endorsement No.** 8 Page 2

Issued by –

[x] THE HOME INSURANCE COMPANY [ ] THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	3/26/76

PRODUCER	PRODUCER NO –OFC
Marsh & McLennan, Inc.	50167-081

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

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
CCP2470549	CNA	Comprehensive General Liability, Bodily Injury and Property Damage Combined - (Canada)	--	$5,000,000.	$5,000,000.

In consideration of the premium charged, it is agreed that Description of first loss motor vehicle liability insurance includes the following underlying insurances:-

TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased from Gorries National Leasing, Ltd.
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased from Cross Canada Leasing
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased from Mainline Auto Leasing

K. W. Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 D 6/65 44

NON-PREMIUM ENDORSEMENT HOME INSURANCE COMPANIES **Endorsement No.** 8 Page 3

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	3/26/76

PRODUCER	PRODUCER NO –OPC
Marsh & McLennan, Inc.	50167-081

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

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased from SJB Financial Ltd.		
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased from Ace Auto Leasing		
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased from Pierre Pilote Leasing		
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased from Autohire Canada, Ltd.		
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased		
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles leased		

K. W. Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 D 5/68 #4

HOME INSURANCE COMPANIES

NON-PREMIUM ENDORSEMENT Endorsement No. 8 Page 4

Issued by –

[X] THE HOME INSURANCE COMPANY [ ] THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	3/26/76

PRODUCER	PRODUCER NO -OPC
Marsh & McLennan, Inc.	50167-081

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

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
TBD	CNA	Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects vehicles owned by Glidden Company Division of S.C.M. (Canada) Ltd.		
TBD	CNA	Non-ownership Automobile Liability Bodily Injury and Property Damage	$5,000,000. CSL as respects Non-owned and hired vehicles of S.C.M. (Canada) Ltd.		

K. W. Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 D 5/68 24

GLD051402

0049-GLD-000051402

NON-PREMIUM ENDORSEMENT — HOME INSURANCE COMPANIES — Endorsement No. 9

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corp.

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	4/22/76 HH

PRODUCER	PRODUCER NO.-OPC
Marsh & McLennan Inc.	50167-081

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

It is hereby agreed and understood that Endorsement No. 6 is amended to include the following:

A) Jotun-Baltimore Copper Paint Company a Joint Venture. However such coverage as is provided for the interest of Glidden Durkee Division of SCM Corporation and A. F. Jotungruppen of Norway in the Joint Venture above is restricted to such coverage as is available to the insured under the primary insurance stated in the Schedule of Underlying Insurances attached to this policy.

B) Sylvachem Corporation, A Joint Venture. However such coverage as is provided for the interest of Glidden Durkee Division of SCM Corporation and St. Regis Paper Corp. in the Joint Venture above is restricted to such coverage as is available to the insured under primary insurance stated in the Schedule of Underlying Insurances attached to this policy.

Replaced by End No. 12

K. J. Achinen

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

NON-PREMIUM ENDORSEMENT HOME INSURANCE COMPANIES **Endorsement No.** 10

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	4/22/76 HH

PRODUCER	PRODUCER NO.—OPC
Marsh & McLennan Inc.	50167-081

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

It is hereby agreed and understood that Endorsement No. 8, Page 3 is amended to delete two Automobile Policies scheduled with CNA as Primary Carrier.

It is further agreed that the third paragraph of Endorsement No. 3 is hereby deleted.

End. No. 11 placed in front of Excess Fidelity End.

K. H. Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FM) 7/73

NON-PREMIUM ENDORSEMENT HOME INSURANCE COMPANIES **Endorsement No.** 11

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	4/22/76 HH

PRODUCER	PRODUCER NO.—CPC
Marsh & McLennan Inc.	50167-081

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

It is hereby agreed and understood that the attached Fidelity Bond Form H23662D is added to the policy.

Replaced by separate [illegible] 3,0[illegible] excess) 1 [illegible]
CIT Terminated # 2181633
1-1-77/KV

K. H. Richman
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

GLD051405

0049-GLD-000051405

NON-PREMIUM ENDORSEMENT

Endorsement No. 12

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9 20 86 94	S.C.M. Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/76	6/7/76

PRODUCER	PRODUCER NO.—OPC
Marsh & McLennan, Inc.	50167-081

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

It is hereby agreed and understood that Endorsements #'s 1, 6 and 9 are void.

It is further agreed that Item #1 Named Insured is amended to read as follows:

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

b) Jotun-Baltimore Copper Paint Company a Joint Venture. However such coverage as is provided for the interest of Glidden-Durkee Division of SCM Corporation and A. F. Jotungruppen of Norway in the Joint Venture above is restricted to such coverage as is available to the Insured under the primary insurance stated in the Schedule of Underlying Insurances attached to this policy.

c) Sylvachem Corporation, A Joint Venture. However such coverage as is provided for the interest of Glidden-Durkee Division of SCM Corporation and St. Regis Paper Corporation in the Joint Venture above is restricted to such coverage as is available to the Insured under primary insurance stated in the Schedule of Underlying Insurances attached to this policy.

KW Richman

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

GLD051406

0049-GLD-000051406

EXCESS FIDELITY BOND

1. Whereas the Insured have effected primary coverage with Aetna Life & Casualty Co. & Continental Casualty Co. which affords insurance under the following coverage(s) up to the amount stated:

Primary Underlying Coverage		Amount
Fidelity	First $1,000,000.00	Aetna L.& C. Co.
	Next $1,000,000.00	Continental Casualty Co.

Now, therefore, the Company agrees to extend this policy to apply as excess above the Primary Bond(s) and to indemnify the Insured against all such loss as the Insured may, during the period of this Bond, sustain or discover that they have sustained through any hazard insured under the above coverage in the Primary Bond(s).

PROVIDED ALWAYS THAT this Bond is for an amount not exceeding in the aggregate for all such loss the sum of $ 2,000,000.00 and is subject to all the terms and conditions as the said Primary Bond(s), insofar as such terms and conditions do not conflict with the terms and conditions of this Bond.

2. Warranted free of all claim for losses not discovered within the period of the policy of which this Bond forms a part and for losses sustained prior to the 1st day of January 19 76 Eastern Standard Time (hereinafter called "the Retroactive date") but with the understanding that in the event of cancellation, termination or expiration of this Bond as an entirety or as to any employee, the Insured shall have the same period of time as provided in the Discovery Clause in the Primary Bond(s) following such cancellation, termination or expiration in which to discover losses which may have occurred between the date named in this warranty and the date of such cancellation, termination or expiration, provided always that such Discovery period shall not exceed three years from the date of cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, whichever shall first happen.

Notwithstanding anything to the contrary contained herein, it is agreed that in the event of the Bond being immediately succeeded by a similar Bond with the Insurers on which the Retroactive date is the 1st day of January 19 76 Eastern Standard Time the said succeeding Bond shall be deemed to be a renewal hereof and in consequence the discovery period provided herein shall not be operative.

3. It is a condition of this Bond that the Primary Bond(s) of which this Bond pays the EXCESS shall be maintained in full force and effect throughout the period of this Bond.

H 23662 D

4. Upon the discovery of any loss hereunder this Bond shall be treated as reinstated so as at all times to continue in force for the sum set forth herein notwithstanding any previous loss for which the Company may have paid or be liable to pay hereunder provided however, that in no event shall the Company be liable hereunder for an amount greater than $2,000,000 on account of (a) any one loss or series of losses caused by the fraudulent or dishonest acts of any employee or in which such employee is concerned or implicated, or (b) any one casualty or event.

5. In case any reimbursement be obtained or recovery made by the Insured or by the Company on account of any loss covered under this Bond, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be applied to reimburse the Insured in full for that part, if any, of such loss in excess of this Bond, and the balance, if any, or the entire net reimbursement or recovery if there be no such excess loss, shall be applied to that part of such loss covered by this Bond or, if payment shall have been made by the Company to their reimbursement therefor. The Insured shall execute all necessary papers and render all assistance not pecuniary to secure unto the Company the rights provided for in this paragraph. The following shall not be reimbursement or recovery within the meaning of this paragraph; suretyship, insurance or reinsurance; also security or indemnity taken from any source by or for the benefit of the Company.

6. This Bond shall be deemed cancelled as to any Employee

   (a) immediately upon discovery by the Insured, or if the Insured by a corporation by any Officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or

   (b) upon the effective date of the termination or cancellation of said Primary Bonds as to such Employee or as to the position filled by such Employee; or

   (c) at 12:01 a.m. Eastern Standard Time as aforesaid upon the effective date specified in a written notice served upon the Insured or sent by a registered mail. Such date if the notice be served shall not be less than thirty days after such service or, if sent by registered mail, not less than thirty days after the date borne by the Sender's registry receipt.

7. This Bond shall be deemed cancelled as an entirety on the effective date of the termination or cancellation of the Primary Bonds or in accordance with the provisions of Condition 1 of the Policy of which this Bond forms part.

H 23662 D

8. NOTWITHSTANDING anything to the contrary contained herein, it is hereby declared and agreed that this Bond, subject to its other terms, limitations and conditions, shall extend to cover any valid claim under the Bond(s) carried by the Insured continuously up to and prior to the day of 19 (hereinafter called "SUPERSEDED BOND(S)") which is not recoverable thereunder owing to the expiration of the period allowed therein following expiration, cancellation or termination in which to discover losses.

In the event of the limit of liability under Bond(s) of which this Bond pays the excess, being reduced in respect of any loss also covered hereunder solely by reason of the operation of a Non-Cumulative Superseded Suretyship Rider contained therein, the Company in determining the amount of loss under this Bond shall deduct only that portion, if any, remaining after such reduction.

It is further understood and agreed that the Superseded Bond(s) and the Bond shall not be cumulative in amount and in the event of a loss discovered before the expiration of the above mentioned extension period, involving both the Superseded Bond(s) and this Bond, the amount attaching to the Superseded Bond(s) shall be first paid, and then the difference, if any, between such amount and the amount of cover afforded by this Bond (but not exceeding the amount of loss occurring during the period of indemnity provided by this Bond) shall be payable hereunder.

Nothing in this Clause however shall be deemed to render the Company liable for loss of a nature not insured under this Bond or to increase their liability in respect of any loss or series of losses beyond the amount of this Bond.

9. It is understood and agreed that in respect of the coverage provided by this Bond the unqualified word "Insured" shall include such additional interests as are included under the Primary Bonds.

10. This Bond is subject otherwise to the terms and conditions of the policy of which it forms part and nothing contained herein shall operate to increase Company's limit of liability of in respect of any one occurrence.

H 23662 D