N21374

SCM EXCESS PI 33070

Pacific 1/1/84 - 1/1/85 223

- SCM Excess PI 33070
Pacific 1/1/84-1/1/85

223

No. ▷ PI 33070

Pacific Insurance Company

(a Stock Company, herein called the "Company")

HOME OFFICE: 4201 Wilshire Boulevard, Los Angeles, California 90010

The Company hereby agrees with the Insured named in the Declarations made a part of this policy (hereof), in consideration of the paymen of the premium and in reliance upon the statements in the Declarations, to provide insurance to the Insured in accordance with the terms statec in the Declarations and in the documents attached hereto and incorporated in this policy.

**IN WITNESS WHEREOF,** the Company has caused this policy to be executed and attested, but this policy shall not be valid unles countersigned by a duly authorized representative of the Company.

Harry D. Boyd
Secretary

Edwin V. Hughes
President

## DECLARATIONS

| | | |
|---|---|---|
| INSURED'S NAME: | SCM CORPORATION | |
| INSURED'S ADDRESS: | 299 PARK AVENUE<br>NEW YORK, NEW YORK 10177 | No. ▷ PI 33070 |
| TYPE OF COVERAGE | EXCESS UMBRELLA LIABILITY | INFORMATION HERE ABBREVIATED IN EVENT OF INCONSISTENCY WITH WORDINGS AND/OR ENDORSEMENTS ATTACHED HERETO SAID WORDINGS AND/OR ENDORSEMENTS PREVAIL |
| AMOUNT OR LIMITS | PER FORM | |
| POLICY PERIOD | FROM: JANUARY 1, 1984 TO: JANUARY 1, 1985<br>12:01 A.M. STANDARD TIME ☒ AT THE ADDRESS OF THE INSURED ☐ AT THE LOCATION OF THE PROPERTY | TERM: |
| FORMS ATTACHED: | HU 6096 (1/79), ENDORSEMENTS NO. 1-5 | |

| FLAT PREMIUM | TOTAL |
|---|---|
| $6,500 | $6,500 |

Pacific Insurance Company

By Leslie J. Moss
AUTHORIZED REPRESENTATIVE

DATED AT NEW YORK, NEW YORK THIS 14TH DAY OF FEBRUARY, 1984

GLD052342

0049-GLD-000052342

# EXCESS UMBRELLA POLICY
## DECLARATIONS

ITEM 1. Named Insured: SCM CORPORATION, ALL SUBSIDIARIES AND SUBSIDIARIES OF THE SUBSIDIARIES, SCM FOUNDATION, ANY OTHER COMPANY OF WHICH IT ASSUMES ACTIVE MANAGEMENT, AND ANY EMPLOYER SPONSORED EMPLOYEE ASSOCIATIONS OR CLUBS AND SYLVACHEM CORPORATION AND COMPANIA ENVASADORA LORETO, S.A. AS JOINT VENTURES.

ITEM 2. Underlying Umbrella Policies:
A) HARTFORD ACCIDENT AND INDEMNITY COMPANY POLICY NO. TBA
B) VARIOUS ON FILE WITH THE COMPANY

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): $99,000,000

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): $99,000,000

ITEM 5. Limit of Liability (Insuring Agreement 2): $10,000,000 part of $50,000,000

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): $10,000,000 part of $50,000,000

ITEM 7. Notice of Occurrence (Condition 4) to: PACIFIC INSURANCE COMPANY
4201 Wilshire Boulevard
Los Angeles, California 90010

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.

### INSURING AGREEMENTS

1. 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 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, during the policy period and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by certain Insurance Companies, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY — UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

$ (as stated in Item 3 of the Declarations) Ultimate Net Loss in respect of each occurrence, but

$ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

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

$ (as stated in Item 5 of the Declarations) Ultimate Net Loss in respect of each occurrence — subject to a limit of

$ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

ATTACHING TO AND FORMING PART OF THE POLICY NUMBER PI 33070

DATED AT NEW YORK, N.Y. THIS 14TH DAY OF FEBRUARY, 1984

PACIFIC INSURANCE COMPANY

BY (AUTHORIZED REPRESENTATIVE)

GLD052343

0049-GLD-000052343

**ENDORSEMENT**

NO. (1)

INSURED SCM CORPORATION, ETAL

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JANUARY 1, 1984

TYPE OF COVERAGE

POLICY OR CERTIFICATE NO. PI 33070

REFER NO.

IT IS AGREED THAT EXCEPT ONLY WITH RESPECT TO POLICY TERM, PREMIUM AND LIMIT OF LIABILITY, THIS POLICY IS HEREBY AMENDED TO FOLLOW ALL THE TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS OF THE FIRST LAYER UMBRELLA (INSURER: HARTFORD ACCIDENT AND INDEMNITY COMPANY POLICY NO. TBA) AND ANY ENDORSEMENTS ATTACHED THERETO, AND ALL RENEWALS AND REPLACEMENTS. IT IS FURTHER AGREED THAT ALL PREPRINTED TERMS AND CONDITIONS HEREON ARE DELETED TO THE EXTENT THAT THEY VARY FROM OR ARE INCONSISTENT WITH THE TERMS AND CONDITIONS OF THE FIRST LAYER UMBRELLA.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

PACIFIC INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 14TH DAY OF FEBRUARY, 1984

BY ____________________
AUTHORIZED REPRESENTATIVE

1003 7 (01) V. 2/80

**ENDORSEMENT** NO. (2)

INSURED SCM CORPORATION, ETAL

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JANUARY 1, 1984

TYPE OF COVERAGE

POLICY OR CERTIFICATE NO. PI 33070

REFER NO.

PARTICIPATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS 20 % PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING $10,000,000 PART OF $ 50,000,000 ) EXCESS OF $ 99,000,000 AND THE LIABILITY OF THIS COMPANY IS LIMITED TO THE SAME PROPORTION, NAMELY 20 % (BEING $ 10,000,000 PART OF $ 50,000,000) OF ANY LOSS HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE FOR LIMITS OF LIABILITY OF 80 % PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING $ 40,000,000 PART OF $ 50,000,000 ) EXCESS OF $ 99,000,000 . HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THIS COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

PACIFIC INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 14TH DAY OF FEBRUARY, 1984 BY [signature]

AUTHORIZED REPRESENTATIVE

1003 7 (REV. 2/81)

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. D (3)

INSURED SCM CORPORATION, ETAL

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JANUARY 1, 1984

TYPE OF COVERAGE

POLICY OR CERTIFICATE NO. PI 33070

REFER NO.

AMENDMENT OF CANCELLATION CONDITION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS POLICY MAY BE CANCELLED BY THIS COMPANY AT ANY TIME FOR FAILURE OF THE INSURED TO PAY ANY PREMIUM WHEN DUE BY MAILING OR DELIVERING TO THE INSURED WRITTEN NOTICE STATING WHEN, NOT LESS THAN 10 DAYS THEREAFTER, SUCH CANCELLATION SHALL BE EFFECTIVE.

IT IS AGREED TO AMEND CONDITION (3) CANCELLATION, IN PART, TO READ NINETY (90) DAYS IN LIEU OF THIRTY (30) DAYS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

PACIFIC INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 14TH DAY OF FEBRUARY, 1984 BY ______________________

AUTHORIZED REPRESENTATIVE

GLD052346

0049-GLD-000052346

GU 8679a
(Ed. 10-59)

(4)

A&G 661a

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

This endorsement, effective JANUARY 1, 1984 (12:01 A. M., standard time), forms a part of policy No. PI 33070

issued to SCM CORPORATION, ETAL

by PACIFIC INSURANCE COMPANY

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.

AUTHENTIC

Authorized Representative

ENDORSEMENT

NO. (5)

INSURED SCM CORPORATION, ETAL

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JANUARY 1, 1984

TYPE OF COVERAGE

POLICY OR CERTIFICATE NO. PI 33070

REFER NO.

AMENDATORY ENDORSEMENT

NEW YORK

(EXCESS UMBRELLA POLICY)

IT IS UNDERSTOOD AND AGREED THAT INSURING AGREEMENTS, ITEM 1. IS HEREBY AMENDED TO BE AS FOLLOWS:

1. COVERAGE

THE COMPANY HEREBY AGREES, SUBJECT TO THE LIMITATIONS, TERMS AND CONDITIONS HEREINAFTER MENTIONED, TO PAY ON BEHALF OF THE INSURED 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 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, DURING THE POLICY PERIOD AND ARISING OUT OF THE HAZARDS COVERED BY AND AS DEFINED IN THE UNDERLYING UMBRELLA POLICIES STATED IN ITEM 2 OF THE DECLARATIONS AND ISSUED BY CERTAIN INSURANCE COMPANIES, (HEREINAFTER CALLED THE "UNDERLYING UMBRELLA INSURERS").

(OVER)

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

PACIFIC INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 14TH DAY OF FEBRUARY, 1984

BY ____________ AUTHORIZED REPRESENTATIVE

BU 8366(4-82)

**ENDORSEMENT** NO. (6)

INSURED SCM CORPORATION, ETAL

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS JANUARY 1, 1984

TYPE OF COVERAGE

POLICY OR CERTIFICATE NO. PI 33070

REFER NO.

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED TO AMEND ITEM 2 (A) OF THE DECLARATIONS, IN PART, TO REFLECT POLICY NO. 10-HUJC1040.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

PACIFIC INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 26TH DAY OF APRIL, 1984

BY ______________________
AUTHORIZED REPRESENTATIVE

1003 7 (REV. 2/78)