

DEFENDANTS

O'BRIEN

National Union
BE 1329223
9/01/89-9/01/90



COMMERCIAL UMBRELLA
DECLARATIONS

1 NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
2 AMERICAN HOME ASSURANCE COMPANY
3 THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
4 AMERICAN INTERNATIONAL UNDERWRITERS

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER [1]
A STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY

MEMBERS OF THE AMERICAN INTERNATIONAL GROUP, INC.
EXECUTIVE OFFICES
70 PINE STREET
NEW YORK, N.Y. 10270

POLICY NUMBER: BE 132-92-23 **Renewal of:** 1329151
PRODUCER NO: 01070
PRODUCER NAME: JAMES, FRED S. & CO. OF CA

ADDRESS: P.O. BOX 7601

SAN FRANCISCO CA 94120-0000

ITEM 1. NAMED INSURED: THE O'BRIEN CORPORATION
AS PER ENDORSEMENT NO. 1
ADDRESS: 450 EAST GRAND AVENUE
SO. SAN FRANCISCO CA 94080-0000

ITEM 2. POLICY PERIOD: FROM SEPTEMBER 01, 1989 **TO** SEPTEMBER 01, 1990 **AT** 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. LIMIT OF INSURANCE:

a) **Per Occurrence** $10,000,000
b) **Self Insured Retention** $25,000
c) **Aggregate Limits - Separately as respects:**
(i) **Products Hazard and Completed Operations Hazard Combined** $10,000,000
(ii) **All Other Coverages Combined** $10,000,000
(Except Automobile Liability, which is not subject to any aggregate limit).

ITEM 4. PREMIUM COMPUTATION:

	ESTIMATED EXPOSURE	RATE PER $1,000	ADVANCE PREMIUM	ANNUAL MINIMUM PREMIUM	MINIMUM EARNED PREMIUM AT INCEPTION
GROSS SALES	170,000,000	1.922	$326,700	$326,700	$81,675

CA SURCHARGE $3,267

ITEM 5. ENDORSEMENTS ATTACHED: SEE ATTACHED SCHEDULE

NU00190

49 TOC 000439

COUNTERSIGNED 11/22/89 HJN:lt (DATE) BY (AUTHORIZED REPRESENTATIVE)

44016 (5/86)

Date Issued: 09/07/89

ENDORSEMENT NO. 11

This endorsement, effective 12:01 A.M. **SEPTEMBER 15, 1989** forms a part of policy No.**BE 132 92 23** issued to **THE O'BRIEN CORPORATION, ETAL.** by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

It is agreed that the Producer of Record is amended to Read:

Johnson and Higgins 07871
345 California Street
San Francisco, CA 94104

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

FORMS SCHEDULE

This schedule effective 12:01 A. M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 Issued to THE O'BRIEN CORPORATION, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

The Following Endorsements form a part of the policy at issuance:

ENDT. NO.	TITLE
1	NAMED INSURED ENDORSEMENT
2	WRONGFUL TERMINATION HARASSMENT AND DISCRIMINATION ENDORSEMENT
3	ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT
4	CUMIS ENDORSEMENT
5	NO DROP DOWN ENDORSEMENT
6	DIRECTORS AND OFFICERS LIABILITY EXCLUSION ENDORSEMENT
7	CROSS SUITS ENDORSEMENT
8	DEFENSE IN ADDITION TO LIMITS ENDORSEMENT
9	THREE YEAR PROGRAM ENDORSEMENT
10	EXCLUSION OF CYPRESSIDE ENDORSEMENT

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 10

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

EXCLUSION OF CYPRESSIDE ENDORSEMENT

In consideration of the premium charged this insurance does not apply to property damage included within the products hazard arising out of the "Solvent Based Cypresside Coating System" sold to Masonite Corporation in Laurel, Mississippi.

The Company will not defend any suit against the Insured seeking damages on account of property damage included within the products hazard arising out of the above described Named Insured's products.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 9

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

FIRST OF THREE YEAR PROGRAM ENDORSEMENT

In consideration of the premium charged it is hereby understood and agreed that:

I. Upon expiration of the policy period, the Insurer shall renew this policy unless:

(1) during the policy period: (a) The O'Brien Corporation shall consolidate with or merge into, or sell all or substantially all of its assets to, any person or entity or group of persons and/or entities acting in concert; or, (b) any person or entity or group of persons and/or entities acting in concert shall acquire an amount of the outstanding securities representing more than 50% of the voting power for the election of Directors of The O'Brien Corporation, or acquires the voting rights of such an amount of such securities; or (c) The O'Brien Corporation has been adjudicated bankrupt or insolvent or made an assignment for the benefit of creditors, or a bankruptcy petition has been filed to have The O'Brien Corporation adjudicated bankrupt and the matter is still pending at the expiration of the policy period; or

(2) the Insurer has not been provided on a timely basis with a properly completed renewal application and other information for renewal underwriting; or

(3) this policy has been cancelled by the Insured or the Insurer as permitted or required by law and the cancellation clause of this policy; or

(4) there has occurred a change in the law (including insurance regulations) or insurance regulatory action which prevents the Insurer from issuing a renewal policy at the same terms and conditions as this policy.

ENDORSEMENT NO. 9

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

II. A renewal of this policy pursuant to Section I shall be at the same terms and conditions as this policy, except for the inception and expiration dates of the policy period, and with an endorsement like this one but having no requirement of adding a like endorsement to any renewal, for one year. The rate for such renewal shall be in accordance with Section III below.

III. The rate for a renewal of this policy pursuant to Section I shall not exceed 125% of the Full Annual Rate for this policy unless during the policy period, a notice of occurrence which may subsequently give rise to a claim for which payment could be reasonably expected to exceed any single underlying occurrence limit has been given to the Insurer, in which case the 125% rate cap shall not apply. If there has occurred a change in the law (including insurance regulations) or insurance regulatory action which prevents the Insurer from issuing a renewal policy at any rate permitted by this Section III, then all rights and obligations of all parties under this endorsement shall terminate.

IV. Nothing in this endorsement shall be construed to affect any rights the Insurer has to amend the premium for this policy during the policy period upon the acquisition or creation of a new subsidiary.

V. The "Full Annual Rate" shall mean the rate level in effect immediately prior to the end of the expiring policy period, annualized to a full one year.

VI. The Insured shall have the right, prior to expiration of the policy period, to decline to have a renewal of this policy issued by the Insurer.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 8

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

DEFENSE IN ADDITION TO LIMIT

In consideration of the premium charged it is hereby understood and agreed that Insuring Agreements Section II Defense Part A is amended to delete the words "...any such payments shall serve to reduce the limits of liability of this policy as stated in the Declarations" and replace them with the following: "We agree to pay the amounts incurred under this Insurance Agreement, except in settlement of claims and suits, in addition to the limits of liability stated in the Declarations, and such defense and supplementary payments shall not be included as part of the ultimate net loss, as defined in the policy".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 7

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of

policy No. BE 132-92-23 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

CROSS SUITS ENDORSEMENT

It is agreed that the coverage afforded by this policy does not apply to a claim for damages arising out of personal injury or property damage as defined, initiated, alleged, or caused to be brought about by a Named Insured or additional Named Insured covered by this policy against any other Named Insured covered by this policy.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 6

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of

policy No. BE 132-92-23 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

DIRECTORS AND OFFICERS LIABILITY EXCLUSION

In consideration of the premium paid, and notwithstanding anything contained in this policy to the contrary, it is agreed that coverage afforded by this policy shall not apply to any director and/or officer of the Named Insured by reason of any wrongful act committed in their capacity as a director and/or officer of the Named Insured. It is further agreed that the term "wrongful act" shall be defined as, but not limited to, any breach of duty, neglect, error, misstatement, misleading statement, omission or other act actually done or wrongfully attempted by any director and/or officer claimed against them solely by reason of their capacity as such.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 5

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

NO DROP DOWN ENDORSEMENT

Section III, Paragraph B. (Retained Limit) is amended by adding the following:

"3. The liability of the Company shall not be increased by the refusal or inability of the insured to pay its Self-Insured Retention (or retained limit) or by the refusal or inability of any underlying insurer to pay, whether by reason of insolvency, bankruptcy or otherwise."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 4

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

CUMIS LIMITATION ENDORSEMENT

It is understood that defense costs coverage as provided by this policy is amended to include the following condition:

In the event you are entitled by law to select independent counsel to defend you at our expense, the attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of our business in the defense of similar claims or "suits" in the community where the claim arose or is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending claims or "suits" similar to the one against you, and to require such counsel, to have errors and omissions insurance coverage. As respects any such counsel, you agree that you and that counsel will timely respond to our requests for information regarding the claim or "suit".

Furthermore, the insured may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 3

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ABSOLUTE POLLUTION EXCLUSION

In consideration of the premium paid, and not withstanding anything contained in this policy to the contrary, it is agreed that the exclusion relating to 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 is replaced by the following:

1) to "personal injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

   (a) at or from premises you currently own, rent or occupy or that you formerly owned, rented or occupied;

   (b) at or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste material;

   (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

   (d) at or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

      i) to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants, or

      ii) if the pollutants are brought on or to the site or location by or for you.

2) Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

ENDORSEMENT NO. 3

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 2

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 forms a part of Policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ET AL by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WRONGFUL TERMINATION HARASSMENT AND DISCRIMINATION EXCLUSION

It is understood and agreed that as respects Comprehensive General Liability coverage afforded, this insurance policy does not provide coverage for Personal Injury Claims arising out of the following:

(1) a past, present or prospective employee of the insured, arising from any employment action, practice or policy of the insured including but not limited to that of hiring or firing, promotion or demotion, performance evaluation, compensation, disciplinary action, retirement, layoff or transfer, or

(2) any relative or member of the family of that past, present, or prospective employee as a consequence of (1) above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 01

This endorsement, effective 12:01 A.M. SEPTEMBER 01, 1989 form a part of policy No. BE 132 92 23 issued to THE O'BRIEN CORPORATION, ETAL. by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

NAMED INSURED ENDORSEMENT

In consideration of the premium charged it is agreed that Item 1 of the Declaration, **NAMED INSURED**, shall read:

THE O'BRIEN CORPORATION
FULLER-O'BRIEN CORPORATION
FULLER-O'BRIEN INTERNATIONAL SALES CORPORATION
NAPKO CONTINENTAL CORPORATION
CROWN PAINT MANUFACTURING CORPORATION
CROWN PAINT CENTERS, INC.

and any other entity while the **NAMED INSURED** controls and/or owns more than 50% interest

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

SCHEDULE OF UNDERLYING INSURANCE

Issued to THE O'BRIEN CORPORATION, ET AL

Type of Coverage	Insurer Policy Number Policy Period	Limits of Liability
Automobile Liability (Texas Only)	National Union Fire RMBATX 145-9719 September 01, 1989 to September 01, 1990	Combined Single Limit $1,000,000
Automobile Liability (Hawaii & New Jersey)	National Union Fire RMBA 145-9720 September 01, 1989 to September 01, 1990	Combined Single Limit $1,000,000
Automobile Liability (All Other States)	National Union Fire RMBA 145-9718 September 01, 1989 to September 01, 1990	Combined Single Limit $1,000,000
Commercial General Liability (Texas Only)	National Union Fire RMGLA 460-0001 September 01, 1989 to September 01, 1990	Combined Single Limit $1,000,000 each occurrence $2,000,000 general aggregate $2,000,000 products/completed operations aggregate
Commercial General Liability (All Other States)	National Union Fire RMGLA 460-0000 September 01, 1989 to September 01, 1990	Combined Single Limit $1,000,000 each occurrence $2,000,000 general aggregate $2,000,000 products/completed operations aggregate
Standard Workers Compensation and Employers Liability (California Only)	National Union Fire RMWC 112-7484 September 01, 1989 to September 01, 1990	Coverage B Employers Liability $1,000,000 each accident
Standard Workers Compensation and Employers Liability (All Other States)	National Union Fire RMWC 419-3190 September 01, 1989 to September 01, 1990	Coverage B Employers Liability $1,000,000 each accident

SURCHARGE/TAX SCHEDULE

EFFECTIVE DATE: 09/01/89

NAMED INSURED: THE O'BRIEN CORPORATION

POLICY NO.: 132-92-23

STATE	SURCHARGE/TAX
CALIFORNIA	3.267

NU00206