N21388

SCM EXCESS XCP 157236
INA 1/1/85 - 1/1/86

237

- SCM Excess XCP 157236 - 23~~6~~7.
INA 1/1/85-1/1/86

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of
Certificate of Excess Insurance No. XCP 157236

DECLARATIONS

Item 1.
Name of Insured—
SCM Corporation
299 Park Avenue
New York, N.Y. 10171

Item 2.
Address—

Item 3. Certificate Term — From: 1/1/85
To: 1/1/86
12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance—

Primary Carriers	Policy Numbers	Policy Periods
CNA	T.B.A.	1/1/85-86

Item 5. Description of Primary Insurance— Umbrella Liability
$37,000,000 Each occurrence and aggregate, where applicable, in excess of various primary policies as listed in the schedule of underlying insurance included within the Umbrella policy.

Item 6. Description of Excess Insurance—
$5,000,000 Each occurrence and aggregate, where applicable Quota share part of $62,000,000 Each occurrence and aggregate, where applicable in excess of $37,000,000 and various primary policies as indicated in Item 4 & 5.

Item 7. Premium—

$12,500. (Flat charge)

Item 8. attached hereto and made a part hereof:
No. 1 – Nuclear Energy Liability Exclusion Endorsement (Form XXXXX GL 2119
See Attached Schedule

Named Insured			Endorsement Number
Policy Symbol XCP	Policy Number 157236	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

SCHEDULE OF ENDORSEMENTS

No. 1	GL 2119	Nuclear Energy Liability Exclusion Endorsement
No. 2	CC 1E15	ERISA Exclusion Endorsement
No. 3	CC 1E15	Pollution Exclusion - Absolute Endorsement
No. 4	CC 1E15	Notice of Cancellation - 60 Days Endorsement

RD 4/22/85

William J Manning
Authorized Agent

CC-1E15 Ptd. in U.S.A.

ORIGINAL

GLD052498

0049-GLD-000052498

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.

B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.

C. The insurance afforded by this certificate shall follow that of the primary insurance except:

(1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the Insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.

D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.

E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.

F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.

G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Wilson H. Taylor
WILSON H. TAYLOR, President

Countersigned:
William J Maning
Agent

Harry E. Hoyt
HARRY E. HOYT Secretary

LC-1183-1 12/66 Ptd in U.S.A

GLD052499
0049-GLD-000052499

S

GL 21 19
(Ed. 06 79)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. XCP 157236 | Endorsement No. 1

Named Insured

William J. Manning

[illegible] the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

I. [illegible]

[illegible]

A. [illegible] to **bodily injury** or **property damage**

(1) 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

(2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) 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.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) 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

(3) the **bodily injury** or **property damage** 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 (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. 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 (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

"**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 [illegible] insured [illegible] 235 [illegible] than 250 grams of uranium 235,

(d) [illegible] prepared or used for the storage or disposal of **waste**

[illegible]

nuclear reactor [illegible]

"property damage" [illegible]

GLD052500
0049-GLD-000052500

Named Insured			Endorsement Number
			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	157236		
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

In consideration of the premium charged it is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage: To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974.

ED 4/22/85

William J Manning

Authorized Agent

CC-1E15 Ptd. in U.S.A.

ORIGINAL

Named Insured			Endorsement Number
			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	157236		
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

POLLUTION EXCLUSION - ABSOLUTE

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

It is further understood and agreed that losses for which coverage is provided for personal injury or property damage arising out of the 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 by policies which are underlying and/or primary to this policy, but which are excluded in this policy, shall not for the purposes of this insurance, contribute to the exhaustion of any aggregate Limits of Liability wherever they may occur as underlying and/or primary Limits of Liability to this policy.

RD 4/22/85

William J Maring

Authorized Agent

CC-1E15 Ptd. in U.S.A.

ORIGINAL

Named Insured			Endorsement Number
			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	157236		
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE OF CANCELLATION ENDORSEMENT - 60 DAY

In consideration of the premium charged it is understood and agreed that in the event of cancellation by the company 60 Days written notice of such cancellation will be given to the Named Insured, except that this amendment shall not apply to cancellation for non payment of Premium.

RD 4/22/85

William J Marxing
Authorized Agent

CC-1E15 Ptd. in U.S.A.

ORIGINAL