

**THE STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS.**

**SUPERIOR COURT**

**BEFORE THE COURT-APPOINTED REFEREE  
IN RE THE LIQUIDATION OF THE HOME INSURANCE COMPANY  
DISPUTED CLAIMS DOCKET**

**In Re Liquidator Number:** 2008-HICIL-39  
**Proof of Claim Number:** INSU700645-01; INSU275296  
INSU700638; INSU700640  
INSU700641; INSU700642  
INSU700655; INSU700657  
INSU700658; INSU700659  
INSU700660; INSU700662  
**Claimant Name:** Sheldon Holson and Melvin Holson  
**Insured or Reinsured Name:** Holson Company

**EXHIBITS TO LIQUIDATOR'S SECTION 15 SUBMISSION**

1. The Home excess policies (available documentation)
2. Claimants' Mandatory Disclosures (without exhibits)
3. Claimants' counsel's letter dated May 10, 2001
4. Claimants' counsel's letter dated January 5, 1995
5. Travelers' letter dated March 28, 2001
6. Fireman's Fund settlement dated July 19, 1999  
(subject to Liquidator's Assented-To Motion to File Exhibit Under Seal)
7. Claimants' counsel's letter dated October 4, 2005
8. Claimants' counsel's letters September 27, 1999 and October 5, 1999
9. Memorandum Opinion in KVL Action dated August 3, 2000
10. Attachment 3 from Claimants' proof of claim
11. Liquidator's notice of determination
12. Home letter to Holson's broker dated August 5, 1980

THE HOME INSURANCE COMPANY  
DAILY REPORT

RENEWING OR IN LIEU OF <b>HEC 9793161</b>				RATE OF COMM. <b>15 %</b>	SUBJECT TO AUDIT Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		HEC <b>4763813</b>					
CO.	ACCT. ID CODE	STAT. STATE	TERM	TRANS. CODE	RATE OF COMMISSION	MAJOR LINE CODE	REINS OR TAX LOC	SUB. LINE 46-48		STATISTICAL PREMIUM	IF PAID ON INSTALLMENTS	
<b>A</b>	<b>07</b>	<b>07</b>			<b>15</b>	<b>772</b>		<b>770</b>		<b>3150.00</b>	MONTH & YR.	COLLECTION PREMIUM
THE HOME INSURANCE COMPANY EXCESS LIABILITY POLICY											<b>12-73</b>	<b>\$1,050.</b>
											<b>12-74</b>	<b>\$1,050.</b>
											<b>12-75</b>	<b>\$1,050.</b>

**INS**

Insured's Name and Mailing Address

The Holson Company  
111 Danbury Avenue  
Wilton, Conn

Nathan M. Guinsbury & Son's & Co.  
84 William Street  
New York, N.Y. 10038

NEW YORK OFFICE  
Producer

NOV 23 1976  
K. P. DEPT. 12

HEC 4763813

**12-1-73** Inception (Mo. Day Yr.)    **12-1-76** Expiration (Mo. Day Yr.)    **3** Years    **N** Control    **91752** Producer No.    **081** OPC    State Loc.

FROM: **December 1, 1973** TO: **December 1, 1976**  
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	\$ 4,000,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	\$ 4,000,000.00

ITEM 3. PREMIUMS

THE PREMIUM IS BASED UPON	MINIMUM PREMIUM
<b>Flat Charge</b>	\$ 1,050.00
	ADVANCED PREMIUM
	\$ <b>See below</b>
DURING THE POLICY PERIOD	

PREMIUM IF PAID IN INSTALLMENTS			
EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM
<b>\$1,050.00</b>	<b>\$1,050.00</b>	<b>\$1,050.00</b>	\$ <b>3,150.00</b>

NOV 23 1976

CF 040

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE

**11-12-73 ap**

**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

**THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:**

**I. INSURED**

**Named Insured:** As stated in Item 1 of the Declarations forming

(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

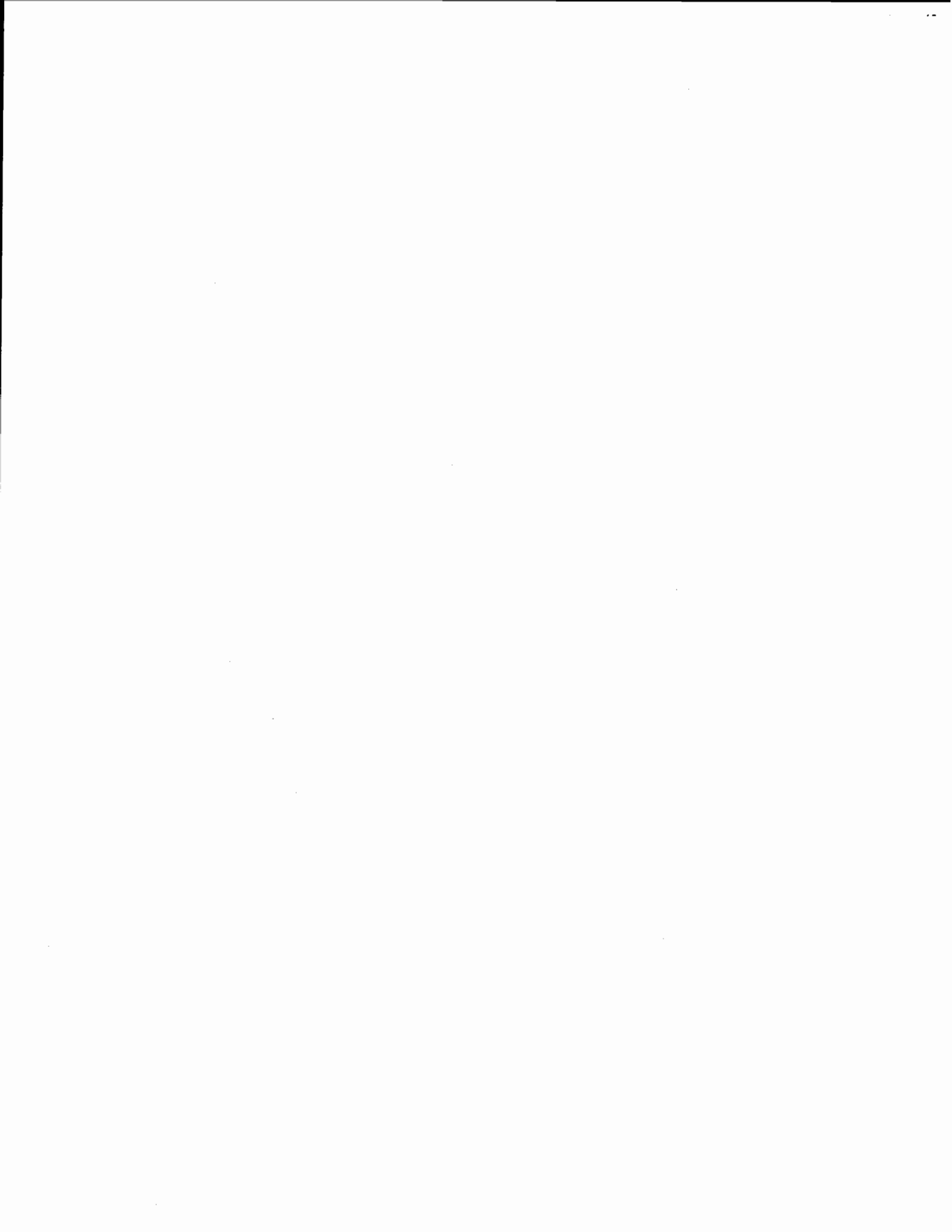
(1) in the event of reduction pay the excess of the reduced underlying limit

(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.

**2. PERSONAL INJURIES**

The term "Personal Injuries" wherever bodily injury, mental injury, mental anguish



stituted 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.

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.

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

#### 7. AUTOMOBILE

The term "automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

#### 8. AIRCRAFT

The term "aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

#### 9. PRODUCTS LIABILITY

The term "Products Liability" means

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Insured; provided such goods or products shall

be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph: (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles, owned or used by or in behalf of the Insured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

#### 10. ANNUAL PERIOD

The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

#### THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:—

- (a) to any obligation for which the Insured or any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract or agreement;
- (b) to claims made against the Insured:
- (i) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;
  - (ii) for the loss of use of any such defective product or products or part or parts thereof;
  - (iii) for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Insured for personal injuries or property damage (other than damage to the product of the Insured) resulting from improper or inadequate performance, design or specification;
- (c) with respect to advertising activities, to claims made against the Insured for:
- (i) failure or performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  - (ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
  - (iii) incorrect description of any article or commodity;
  - (iv) mistake in advertised price;
- (d) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of

war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Except insofar as coverage is available to the Insured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:—

- (e) to liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injury or Death resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (f) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (g) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

#### THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:—

##### A. PREMIUM

The premium for this policy shall be computed on the basis set forth under Item No. 3 of the policy declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

- B. In the event of additional Insureds being added to the coverage under the Underlying Insurance during currency hereof prompt notice shall be given to The Company and if an additional premium has been charged for such addition on the Underlying Insurances, The Company shall be entitled to charge an appropriate additional premium hereon.

##### C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to

the Insured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy The Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

##### D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards personal injury (fatal or non-fatal) by occupational disease sustained by an employee of the Insured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claims is made hereunder.

**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 the 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.

.....  
Authorized Representative

**NON-PREMIUM ENDORSEMENT**



Endorsement No. **1**

Issued by -

**THE HOME INSURANCE COMPANY**       **THE HOME INDEMNITY COMPANY**

POLICY NUMBER <b>HEC 4763813</b>		NAMED INSURED <b>The Holson Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>12-1-73</b>		DATE PREPARED <b>11-12-73 np</b>	
PRODUCER <b>Nathan M. Guinsburg's Son &amp; Co.</b>			PRODUCER NO. -OPC <b>91752-081</b>

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	Federal	*Comprehensive General Liability Including Products Bodily Injury Property Damage	-	\$500,000.00	\$500,000.00
			-	\$ 50,000.00	\$ 50,000.00
*Including Personal Injury A,B & C; Occurrence Bodily Injury and Property Damage.					
To be Advised	Federal	Comprehensive Automobile Liability Bodily Injury Property Damage	\$300,000.00	\$500,000.00	-
			-	\$ 50,000.00	-
To be Advised	I.N.A.	Aircraft Liability Bodily Injury & Property Damage per passenger limit	\$1,000,000.00	Combined Single Limit	-
		\$100,000.00	-	-	-
To be Advised	American Mutual	Employers Liability	-	\$100,000.00	-

This schedule applies to the policies listed above and renewals thereof.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 044





**LIMIT OF LIABILITY ENDORSEMENT**

Endorsement No. 2

Issued by -

THE HOME INSURANCE COMPANY       THE HOME INDEMNITY COMPANY

POLICY NUMBER H.E.C. 4763813		NAMED INSURED The Holson Company	
EFFECTIVE DATE 12-1-73 (12:01 A.M. standard time)		DATE PREPARED 11-12-73 ny	
PRODUCER Nathan M. Guinsburg's Son & Co.			PRODUCER NO. - OPC 91752-081

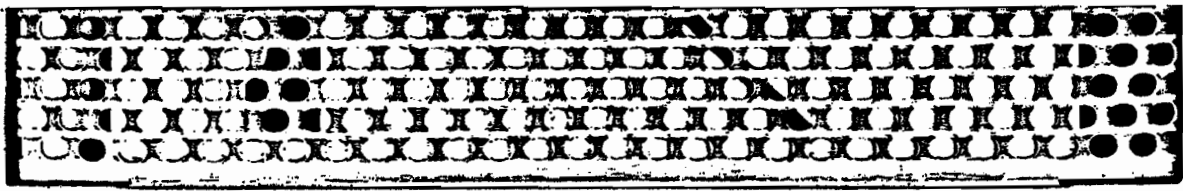
It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that paragraph (b) of Insuring Agreement II, Limit of Liability is hereby amended to read as follows:

(b) \$10,000 ultimate net loss in respect of each occurrence not covered by underlying insurances.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H29449 D





NON-PREMIUM ENDORSEMENT

Endorsement No. 3

Issued by -

THE HOME INSURANCE COMPANY

THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4763813

NAMED INSURED

The Holson Company

EFFECTIVE DATE AND TIME OF ENDORSEMENT

12-1-73

DATE PREPARED

11-12-73 np

PRODUCER

Nathan M. Guinsburg's Son & Co.

PRODUCER NO. -OPC

91752-081

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

EXCLUSION

CONTAMINATION OR POLLUTION

It is agreed that the insurance does not apply to bodily 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 watercourse or body of water; but this exclusion does not apply, if such discharge, dispersal, release or escape is sudden and accidental.

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 046

Endt. No. 4

A&G 661a  
**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
(BROAD FORM)

This endorsement, effective **12-1-73**, forms a part of policy No. **HEC 4763813**  
(12:01 A. M., standard time)

issued to **The Holson Company**  
by **The Home Ins. 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.



-----  
Authorized Representative

THE HOME INSURANCE COMPANY  
Manchester, New Hampshire

DAILY REPORT

RENEWING OR IN LIEU OF				RATE OF COMM.		SUBJECT TO AUDIT		HEC-9 34 74 89			
				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
CO.	ACCT. ID CODE	TRANS. CODE	STAT. STATE	REINS. OR TAX LOC.	MAJOR LINE CODE	SUB. LINE	RATE OF COMMISSION	STATISTICAL PREMIUM		IF PAID ON INSTALLMENT	
(1)	(2-3)	(55-56)	(1-3)	(14-17)	(18-20)	(21-23)	(52-54)	(56-63)	(36-38)	COLLECTION PREMIUM (69-85)	
					772	770			\$2,924.00		

COLLECTION PREMIUM \$2,924.00  
 KEY PUNCH  
 1 - FIELD OFFICE  
 0 - AGENCY

NEW YORK OFFICE

C

Insured's Name and Mailing Address  
**The Nelson Company**  
**211 Broadway**  
**NEW YORK, NEW YORK**

Producer  
**Spitzer, Gotsdiner, & Son & Co.**  
**21 William Street**  
**New York, N. Y. 10038**

Inception (Mo. Day Yr.) **10/1/76**      Expiration (Mo. Day Yr.) **8/31/77**      Years **1**      Control **D**      Producer No. **01021**      OPC **001**      State Loc. **N. Y.**

HEC-9 34 74 89

FROM: **November 1, 1976** TO: **August 31, 1977**  
 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	\$4,000,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	\$4,000,000.00

ITEM 3. PREMIUMS & EXPENSES

THE PREMIUM IS BASED UPON a Minimum & Maximum Premium of \$1,000.00 at a rate of \$1.10 per \$1,000.00 of Insured Annual Sales.	MINIMUM PREMIUM	\$ 1,004.00
	ADVANCED PREMIUM	\$ 2,924.00
	DURING THE POLICY PERIOD	

PREMIUM IF PAID IN INSTALLMENTS			
EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM
			\$

CF 048

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE) \_\_\_\_\_ DATE **11/18/76**

**SCHEDULE OF INSURANCE  
NON-PREMIUM ENDORSEMENT**

Endorsement No. **3**

Issued by -

**THE HOME INSURANCE COMPANY**

**THE HOME INDEMNITY COMPANY**

<b>POLICY NUMBER</b> None of 24 74 88	<b>NAMED INSURED</b> The Nelson Company
<b>EFFECTIVE DATE AND TIME OF ENDORSEMENT</b> 12/21/76	<b>DATE PREPARED</b> 11/22/76
<b>PRODUCER</b> Arthur Gutenberg's Son & Co.	<b>PRODUCER NO. -DPE</b> 01751-001

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**

<b>POLICY NUMBER</b>	<b>PRIMARY CARRIER</b>	<b>COVERAGE</b>	<b>EACH PERSON</b>	<b>EACH OCCURRENCE</b>	<b>AGGREGATE</b>
To be advised	Fireman's Fund	Comprehensive General Liability Bodily Injury Property Damage	---	\$500,000.00 \$100,000.00	\$900,000.00 \$100,000.00
Includes: Products/Completed Operations, Blanket Contractual, Independent Contractors, Personal Injury & S. E. Exclusion Not Deleted, Water Damage Legal, Total Loss Property Damage, Employees as Additional Insureds.					
To be advised	Fireman's Fund	Comprehensive Automobile Liability Bodily Injury Property Damage	---	\$500,000.00 \$100,000.00	---
To be advised	U. S. Aviation Insurance	Aircraft Liability Bodily Injury & Property Damage	---	\$2,000,000.00	Combined Single Limit
To be advised	Employees Mutual	Restaurants Liability	---	\$100,000.00	---

CF 049

SIGNATURE OF AUTHORIZED REPRESENTATIVE



NON-PREMIUM ENDORSEMENT

Endorsement No. 2

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

**THE HOME INSURANCE COMPANY**

POLICY NUMBER <b>HS 7 34 76 89</b>	NAMED INSURED <b>The Nelson Company</b>
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>12/2/76</b>	DATE PREPARED <b>12/22/76</b>
PRODUCER <b>Arthur Gutenberg's Son &amp; Co.</b>	PRODUCER NO. -OPC <b>91792-081</b>

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

**In consideration of the premium charged it is understood and agreed that such insurance as is afforded by this policy with respect to Products/Completed Operations shall follow the terms, conditions, and exclusions of the Fireman's Fund Ins. Co.'s policies set forth in the Schedule of Underlying Insurance.**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 050



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **3**

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

**THE HOME INSURANCE COMPANY**

POLICY NUMBER <b>HRG 9 34 74 89</b>		NAMED INSURED <b>The Holman Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>12/1/76</b>		DATE PREPARED <b>11/26/76</b>	
PRODUCER <b>Mathew Gelsberg's Son &amp; Co.</b>		PRODUCER NO. - OPE <b>93752-081</b>	

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

**EMPLOYEE BENEFIT LIABILITY**

In consideration of the premium charged, it is understood and agreed that this policy is extended to provide coverage for Employee Benefits Liability following the terms, conditions and exclusions (except as respects the premium, the obligation to investigate and defend, the amount and limits of liability and removal agreement, if any) of the Employer's Paid Insurance Company Policy Number to be obtained or not shown in the Schedule of Underlying Insurance and cover of the limits set forth therein.

It is further understood and agreed that such insurance as is afforded by this endorsement shall be subject to the following exclusion:

This endorsement does not provide coverage for any claim to the extent that recovery could not have been obtained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 051



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **4**

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

**THE HOME INSURANCE COMPANY**

POLICY NUMBER

**HOE 9 34 74 89**

NAMED INSURED

**The Nelson Company**

EFFECTIVE DATE AND TIME OF ENDORSEMENT

**12/4/76**

DATE PREPARED

**11/18/76**

PRODUCER

**Nathan Galsberg's Son & Co.**

PRODUCER NO. - OPC

**SL752-021**

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

**In consideration of the premium charged, it is understood and agreed that except insofar as coverage is available to the insured in the underlying insurance as set forth in the Schedule of Underlying Insurance, this Policy shall not apply to any liability assumed by the insured under contract.**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 052





**LIMIT OF LIABILITY ENDORSEMENT**

Endorsement No. **8**

Issued by -

**THE HOME INSURANCE COMPANY**       **THE HOME INDEMNITY COMPANY**

POLICY NUMBER <b>H.E.C. 9 24 74 89</b>		NAMED INSURED <b>The Nelson Company</b>	
EFFECTIVE DATE <b>12/1/76</b>	(12:01 A.M. standard time)	DATE PREPARED <b>12/10/76</b>	
PRODUCER <b>Waltham Underwriting's Son &amp; Co.</b>		PRODUCER NO. - GPC <b>10732-001</b>	

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

In consideration of the premium charged, it is understood and agreed that paragraph (b) of Insuring Agreement II, Limit of Liability is hereby amended to read as follows:

(b) \$10,000 ultimate net loss in respect of each occurrence not covered by underlying insurances.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H23448F

Endorsement No. 6

GU 8679a  
(Ed. 10-59)

A&G 661a  
**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
(BROAD FORM)

This endorsement, effective **12/1/76**, forms a part of policy No. **1234 56 78 90**  
(12:01 A. M., standard time)

issued to

**The Safety Company**

by

**The State 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.

H30150D

Authorized Representative

CF 054

CONTAMINATION AND POLLUTION  
ENDORSEMENT



Endorsement No. **7**

Issued by -

THE HOME INSURANCE COMPANY     THE HOME INDEMNITY COMPANY

POLICY NUMBER <b>EMP 9 34 74 89</b>		NAMED INSURED <b>The Nelson Company</b>	
EFFECTIVE DATE <b>12/1/76</b>		DATE PREPARED <b>11/18/76</b>	
PRODUCER <b>Nathan Selinberg's Son &amp; Co.</b>		PRODUCER NO. - OPC <b>92732-001</b>	

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.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 055

**THE HOME INSURANCE COMPANY**  
Manchester, New Hampshire

**DAILY REPORT**

RENEWING OR IN LIEU OF <b>HEC 9 36 74 00</b>					RATE OF COMM. <b>15 %</b>	SUBJECT TO AUDIT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			HEC—9 53 52 53			
CO. (1)	ACCT. ID CODE (2-3)	TRANS. CODE (55-56)	STAT. STATE (1-3)	REINS. OR TAX LOC (14-17)	MAJOR LINE CODE (18-20)	SUB. LINE (21-23)	RATE OF COMMISSION (52-54)			STATISTICAL PREMIUM (56-63)	IF PAID ON INSTALLMENT MONTH & YR. (36-38)	COLLECTOR PREMIUM (58-65)
					<b>772</b>	<b>770</b>			<b>-06 412</b>	<b>\$3,600.00</b>		

HEC—9 53 52 53

**C**

Insured's Name and Mailing Address  
**The Nelson Company**  
**111 Danbury Road**  
**Wilson, Connecticut**

Producer  
**NEW YORK OFFICE**  
**Nathan Ginsburg & Son & Co.**  
**84 William Street**  
**New York, N. Y. 10038**

Inception (Mo. Day Yr.) <b>8/12/77</b>	Expiration (Mo. Day Yr.) <b>8/12/78</b>	Years <b>1</b>	Control <b>D</b>	Producer No. <b>92752</b>	OPC <b>001</b>	State Loc. <b>Conn.</b>
-------------------------------------------	--------------------------------------------	-------------------	---------------------	------------------------------	-------------------	----------------------------

FROM: **August 12, 1977** TO: **August 12, 1978**  
**12:02 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	<b>\$4,000,000.00</b>
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	<b>\$4,000,000.00</b>

**ITEM 3. PREMIUMS & DEPOSIT**

THE PREMIUM IS BASED UPON <b>Minimum &amp; Deposit Premium adjustable at a rate of \$-.257 per \$1,000.00 Sales.</b>	MINIMUM PREMIUM	<b>\$ 3,600.00</b>
	ADVANCED PREMIUM	<b>\$ 3,600.00</b>
	DURING THE POLICY PERIOD	

PREMIUM IF PAID IN INSTALLMENTS			
EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM
			\$

CF 056

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)	DATE
	<b>9/9/77</b>

**SCHEDULE OF INSURANCE  
NON-PREMIUM ENDORSEMENT**

Endorsement No. **1**

Issued by -

**THE HOME INSURANCE COMPANY**

**THE HOME INDEMNITY COMPANY**

<b>POLICY NUMBER</b> <b>HEC 9 53 52 53</b>		<b>NAMED INSURED</b> <b>The Holson Company</b>	
<b>EFFECTIVE DATE AND TIME OF ENDORSEMENT</b> <b>6/12/77</b>		<b>DATE PREPARED</b> <b>9/9/77</b>	
<b>PRODUCER</b> <b>Nathan Guineburg's Son &amp; Co.</b>			<b>PRODUCER NO. -OPC</b> <b>91752-081</b>

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**

<b>POLICY NUMBER &amp; DATES</b>	<b>PRIMARY CARRIER</b>	<b>COVERAGE</b>	<b>EACH PERSON</b>	<b>EACH OCCURRENCE</b>	<b>AGGREGATE</b>
<b>MEP2751907 EFF. 8/12/75- 78</b>	<b>Firemans Fund</b>	<b>*Comprehensive General Liability Bodily Injury Property Damage</b>	<b>--- --- --- ---</b>	<b>\$500,000.00 \$100,000.00</b>	<b>\$500,000.00 \$100,000.00</b>
<b>*Includes: Products/Completed Operations, Blanket Contractual Liability, Personal Injury A, B, C Exclusion "C" deleted, Water Damage Legal, Employees as Additional Insureds, Broad Form Property Damage.</b>					
<b>LA2635237 EFF. 6/23/77- 78</b>	<b>Firemans Fund</b>	<b>Comprehensive Automobile Liability Bodily Injury Property Damage</b>	<b>--- --- --- ---</b>	<b>\$500,000.00 \$100,000.00</b>	<b>--- ---</b>
<b>To Be Advised</b>	<b>U. S. Aviation Under- writers</b>	<b>Aircraft Liability Bodily Injury &amp;/or Property Damage</b>	<b>---</b>	<b>\$5,000,000.00</b>	<b>---</b>
<b>To Be Advised</b>	<b>Employers Mutual</b>	<b>Employers Liability</b>	<b>---</b>	<b>\$100,000.00</b>	<b>---</b>

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 057

**SELF INSURED RETENTION  
NON-PREMIUM ENDORSEMENT**

Endorsement No. **2**

Issued by -

**THE HOME INSURANCE COMPANY**

**THE HOME INDEMNITY COMPANY**

<b>POLICY NUMBER</b> <b>HS 9 93 92 93</b>	<b>NAMED INSURED</b> <b>The Nelson Company</b>
<b>EFFECTIVE DATE AND TIME OF ENDORSEMENT</b> <b>8/18/77</b>	<b>DATE PREPARED</b> <b>9/9/77</b>
<b>PRODUCER</b> <b>Nathan Gulenberg's Son &amp; Co.</b>	<b>PRODUCER NO. -DPC</b> <b>92782-001</b>

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

In consideration of the premium charged, it is agreed that with respect to Insuring Agreement II, Limit of Liability, Section (b) is amended in its entirety to read as follows:

"(b) \$10,000 ultimate net loss in respect to each occurrence not covered by underlying insurances."

It is further agreed that the following Insuring Agreement is made a part of the policy:

**"III. Defense Settlement:**

With respect to any occurrence not covered by the underlying policies listed on Endorsement 1 hereof or any other underlying insurance collectible by the insured, but which is covered by the terms and conditions of this policy or would be except that the ultimate net loss in respect to such occurrence is within the \$10,000 figure set forth in Insuring Agreement II (b) above, (hereinafter called the 'retained limit'), the Company shall:

- (a) defend any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient provided, however, that the settlement of any claim or suit within the retained limit shall be with the consent of the insured;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit, all interest occurring after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The amounts so incurred, except settlement or satisfaction of claims and suits are payable by the Company in addition to the applicable limit of liability of this policy.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount within the retained limit paid on behalf of the insured in settlement or satisfaction of a claim or suit. Coverage afforded under this Insuring Agreement shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurances."

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 058



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **3**

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

**THE HOME INSURANCE COMPANY**

<b>POLICY NUMBER</b> <b>HEG 9 53 52 53</b>		<b>NAMED INSURED</b> <b>The Nelson Company</b>	
<b>EFFECTIVE DATE AND TIME OF ENDORSEMENT</b> <b>8/12/77</b>		<b>DATE PREPARED</b> <b>9/9/77</b>	
<b>PRODUCER</b> <b>Nathan Gainsburg's Son &amp; Co.</b>			<b>PRODUCER NO.-OPC</b> <b>91752-081</b>

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

**In consideration of the premium charged it is understood and agreed that such insurance as is afforded by this policy with respect to Products/Completed Operations shall follow the terms, conditions, and exclusions of the Fireman's Fund Ins. Co.'s policies set forth in the Schedule of Underlying Insurance.**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 059



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **4**

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

**THE HOME INSURANCE COMPANY**

POLICY NUMBER <b>HDC 9 53 52 53</b>		NAMED INSURED <b>The Nelson Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/77</b>		DATE PREPARED <b>9/9/77</b>	
PRODUCER <b>Nathan Ginsburg's Son &amp; Co.</b>		PRODUCER NO. -DPC <b>91752-001</b>	

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

**EMPLOYEE BENEFITS LIABILITY**

In consideration of the premium charged, it is understood and agreed that this policy is extended to provide coverage for Employee Benefits Liability following the terms, conditions and exclusions (except as respects the premium, the obligation to investigate and defend, the amount and limits of liability and renewal agreement, if any) of the Firmman's Fund Insurance Company Policy Number To Be Advised as set forth in the Schedule of Underlying Insurances and excess of the limits set forth therein.

It is further understood and agreed that such insurance as is afforded by this Endorsement shall be subject to the following exclusion:

This Endorsement does not provide coverage for any claim to the extent that recovery could not have been attained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 060





**NON-PREMIUM ENDORSEMENT**

Endorsement No. **5**

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

**THE HOME INSURANCE COMPANY**

<b>POLICY NUMBER</b> <b>HEC 9 53 52 53</b>		<b>NAMED INSURED</b> <b>The Nelson Company</b>	
<b>EFFECTIVE DATE AND TIME OF ENDORSEMENT</b> <b>6/12/77</b>		<b>DATE PREPARED</b> <b>6/9/77</b>	
<b>PRODUCER</b> <b>Nathan Ginsburg's Son &amp; Co.</b>			<b>PRODUCER NO. - OPC</b> <b>91792-001</b>

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

**In consideration of the premium charged, it is understood and agreed that except insofar as coverage is available to the insured in the underlying insurance as set forth in the Schedule of Underlying Insurances, this Policy shall not apply to any liability assumed by the insured under contract.**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 061

**CONTAMINATION AND POLLUTION  
ENDORSEMENT**



Endorsement No. **6**

Issued by -

THE HOME INSURANCE COMPANY     THE HOME INDEMNITY COMPANY

POLICY NUMBER <b>HC 9 53 52 53</b>		NAMED INSURED <b>The Nelson Company</b>	
EFFECTIVE DATE <b>8/12/77</b>		DATE PREPARED <b>9/9/77</b>	
PRODUCER <b>Nathan Ginsberg's Son &amp; Co.</b>		PRODUCER NO. - OPC <b>91752-001</b>	

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.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 062

**Endorsement No. 7**

A&G 661a

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

This endorsement, effective

**8/22/77**

(12:01 A. M., standard time)

, forms a part of policy No.

**ABC 9 53 52 51**

Issued to **The Nelson Company**

by **The State 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 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.



**COUNTERSIGNATURE ENDORSEMENT**

Endorsement No.

Issued by - Type in Full Name of Insuring Company

**The Home Insurance Company**

POLICY NUMBER		NAMED INSURED	
<b>HEC 9535253</b>		<b>The Holson Company</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT		DATE PREPARED	
<b>9-12-77</b>		<b>9-15-77</b>	
PRODUCER			PRODUCER NO. - GPC
<b>Nathan Guinsburg's Son &amp; Co.</b>			<b>91752-081</b>

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 THIS POLICY HAS BEEN COUNTERSIGNED FOR THE -

State of Connecticut

Premium \$3,600.00

Term August 12, 1977 to August 12, 1978

Thomas J. Reutman  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

*Handwritten initials and number: P. 121 145*

**THE HOME INSURANCE COMPANY**  
Manchester, New Hampshire

**DAILY REPORT**

RENEWING OR IN LIEU OF				RATE OF COMM.		SUBJECT TO AUDIT		HEC-9 79 74 66			
HEC 9535253				15 %		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
CO.	ACCT. ID CODE	TRANS. CODE	STAT. STATE	REINS. OR TAX LOC.	MAJOR LINE CODE	SUB. LINE	RATE OF COMMISSION	STATISTICAL PREMIUM	IF PAID ON INSTALLMENT MONTH & YR.	COLLECTIVE PREMIUM	
	(2-3)	(55-56)	(1-3)	(14-17)	(18-20)	(21-23)	(52-54)	(55-53)	(36-38)	(58-55)	
A	0711	07			772	770	15	04	412	\$4,100.00	
								COLLECTION PREMIUM	\$4,100.00	KEY PUNCH	

HEC-9 79 74 66

C

Insured's Name and Mailing Address

**The Holson Co.**  
 111 Danbury Road  
 Wilton, Connecticut

**VERIFIED**  
 AUG 37 1978  
 N. H. K. P. Nathan Guinsburg's Son & Co.  
 84 William Street  
 New York, N.Y. 10038

1 - FIELD OFFICE  
 0 - AGENCY  
**NEW YORK OFFICE**  
 Producer

8/22/78  
*me.*

Inception (Mo. Day Yr.) **8/12/78**      Expiration (Mo. Day Yr.) **8/12/79**      Years **1**      Control  D      Producer No. **91752**      OPC **081**      State Loc. **Conn.**

FROM: **August 12, 1978** TO: **August 12, 1979**  
**12:01 A.M.** 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	\$ 4,000,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	\$ 4,000,000.00

**ITEM 3. PREMIUMS & Deposit**

THE PREMIUM IS BASED UPON	MINIMUM/PREMIUM
<b>A minimum and deposit charge adjustable at a rate of \$.241 per \$1,000.00 of sales.</b>	\$ 4,100.00
	ADVANCED PREMIUM
	\$ 4,100.00

DURING THE POLICY PERIOD

**PREMIUM IF PAID IN INSTALLMENTS**

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

CF 065

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE

8/22/78 *tf*

**SCHEDULE OF INSURANCE  
NON-PREMIUM ENDORSEMENT**

Endorsement No. **1**

Issued by -

**THE HOME INSURANCE COMPANY**

**THE HOME INDEMNITY COMPANY**

POLICY NUMBER <b>HEC 9797466</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/78</b>		DATE PREPARED <b>8/22/78</b>	
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>			PRODUCER NO -OPC <b>91752-081</b>

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 & Dates	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH OCCURRENCE	AGGREGATE
To Be Advised 8/12/78-81	Firemans Fund Ins. Co.	*Comprehensive General Liability Bodily Injury Property Damage	---	\$500,000.00 \$100,000.00	\$500,000.00 \$100,000.00
*Includes: Products/Completed Operation Liability; Blanket Contractual Liability; Personal Injury A,B,C, with Exclusion "C" deleted; Independent Contractors Coverage; Water Damage Legal; Employee Benefits Liability; Broad Form Property Damage; Employees as Additional Insureds.					
To Be Advised 4/1/78-79	Firemans Fund Ins. Co.	Comprehensive Automobile Liability Bodily Injury Property Damage	\$500,000.00 ---	\$500,000.00 \$100,000.00	--- ---
To Be Advised 10/5/77-78	U.S. Aviation Underwriters	Aircraft Liability Bodily Injury &/or Property Damage	---	\$5,000,000.00	---
To Be Advised 4/1/78-79	Employers Mutual	Employers Liability	---	\$100,000.00	---

This schedule applies to the policies listed above and/or any renewals thereof.

CF 066

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**SELF INSURED RETENTION  
NON-PREMIUM ENDORSEMENT**

**Endorsement No. 2**

Issued by -

**THE HOME INSURANCE COMPANY**       **THE HOME INDEMNITY COMPANY**

<small>POLICY NUMBER</small> <b>HEC 9797466</b>	<small>NAMED INSURED</small> <b>The Holson Co.</b>
<small>EFFECTIVE DATE AND TIME OF ENDORSEMENT</small> <b>8/12/78</b>	<small>DATE PREPARED</small> <b>8/22/78</b>
<small>PRODUCER</small> <b>Nathan Guinsburg's Son &amp; Co.</b>	<small>PRODUCER NO. -OPC</small> <b>91752-081</b>

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

In consideration of the premium charged, it is agreed that with respect to Insuring Agreement II, Limit of Liability, Section (b) is amended in its entirety to read as follows:

"(b) \$10,000 ultimate net loss in respect to each occurrence not covered by underlying insurances."

It is further agreed that the following Insuring Agreement is made a part of the policy:

**"III. Defense Settlement:**

With respect to any occurrence not covered by the underlying policies listed on Endorsement 1 hereof or any other underlying insurance collectible by the insured, but which is covered by the terms and conditions of this policy or would be except that the ultimate net loss in respect to such occurrence is within the \$10,000 figure set forth in Insuring Agreement II (b) above, (hereinafter called the 'retained limit'), the Company shall:

- (a) defend any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient provided, however, that the settlement of any claim or suit within the retained limit shall be with the consent of the insured;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit, all interest occurring after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The amounts so incurred, except settlement or satisfaction of claims and suits are payable by the Company in addition to the applicable limit of liability of this policy.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount within the retained limit paid on behalf of the insured in settlement or satisfaction of a claim or suit. Coverage afforded under this Insuring Agreement shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurances."

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

**CF 067**



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **3**

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

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9797466</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/78</b>	DATE PREPARED <b>8/22/78</b>	POLICY EXPIRATION <b>8/12/79</b>	
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		PRODUCER NO.—OPC <b>91752-081</b>	

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

**Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages, except insofar as coverage for punitive or exemplary damages is available to the insured in the underlying insurances listed on the Schedule of Underlying Insurances.**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 068





**NON-PREMIUM ENDORSEMENT**

Endorsement No. 4

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

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9797466</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/78</b>		DATE PREPARED <b>8/22/78</b>	POLICY EXPIRATION <b>8/12/79</b>
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>			PRODUCER NO.—OPC <b>91752-081</b>

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

In consideration of the premium charged, it is understood and agreed that this policy is extended to provide coverage for Employee Benefits Liability following the terms, conditions and exclusions (except as respects the premium, the obligation to investigate and defend, the amount and limits of liability and renewal agreement, if any) of The Firemans Fund Policy Number (To Be Advised) as set forth in the Schedule of Underlying Insurances and excess of the limits set forth therein.

It is further understood and agreed that such insurance as is afforded by this Endorsement shall be subject to the following exclusion:

This Endorsement does not provide coverage for any claim to the extent that recovery could not have been attained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).

CF 069

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**CONTAMINATION AND POLLUTION  
ENDORSEMENT**



**Endorsement No. 5**

*Issued by -*

**The Home Insurance Company**

<small>POLICY NUMBER</small> <b>HEC 9797466</b>	<small>NAMED INSURED</small> <b>The Holson Co.</b>
<small>EFFECTIVE DATE</small> <b>8/12/78</b>	<small>DATE PREPARED</small> <b>8/22/78</b>
<small>PRODUCER</small> <b>Nathan Guinsburg's Son &amp; Co.</b>	<small>PRODUCER NO. - OPC</small> <b>91752-081</b>

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.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**CF 070**

Endorsement No. 6

GU 8679a  
(Ed. 10-59)

A&G 661a  
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)

This endorsement, effective **8/12/78** forms a part of policy No. **HEC 9797466**  
(12:01 A. M., standard time)

issued to **The Holson Co.**

by **The Home 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.

H30150(F)

Authorized Representative

CF 071



COUNTERSIGNATURE ENDORSEMENT

Endorsement No. 7

Issued by - Type In Full Name of Insuring Company

The Home Insurance Company

POLICY NUMBER <b>HEC 9797466</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/78</b>		DATE PREPARED <b>8/22/78</b>	
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		PRODUCER NO. - GPC <b>91752-081</b>	

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 THIS POLICY HAS BEEN COUNTERSIGNED FOR THE -

State of Connecticut

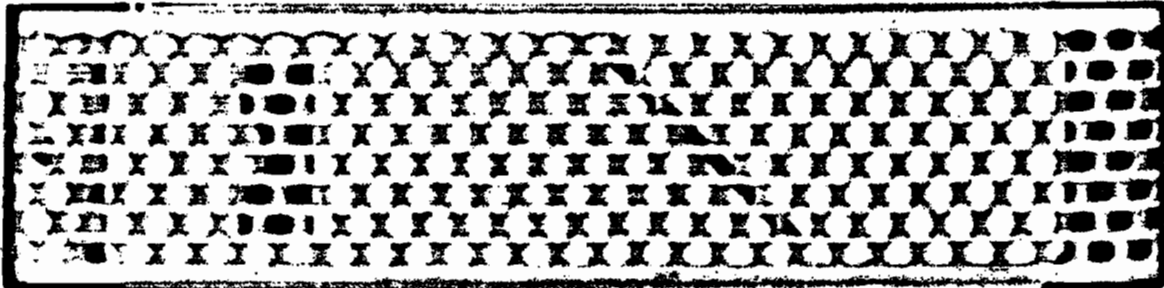
Premium \$4,100.00

Term 8/12/78 - 8/12/79

*Attach to HO copy*

*Thomas J. Reitzner*  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 23378 (F) 11/72





CENTRAL FEE PROCESSING  
Endorsement No. 8

**NON-PREMIUM ENDORSEMENT**

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

**The Home Insurance Company**

**H/O COPY**

POLICY NUMBER <b>HEC 9 79 74 66</b>	NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>1-25-79</b>	DATE PREPARED <b>2-6-79 am</b>	POLICY EXPIRATION <b>8-12-79</b>
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		PRODUCER NO.—OPC <b>91752-081</b>

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

**In consideration of the premium charged, it is hereby agreed that Endorsement No. 1, Schedule of Underlying Insurances, is amended in part as follows:**

<u>Policy Number &amp; Dates</u>	<u>Primary Carrier</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<b>360AC12412 10/5/78-79</b>	<b>USAIG</b>	<b>Aircraft Liability Bodily Injury and/or Property Damage</b>	<b>---</b>	<b>\$10,000,000.00</b>	<b>---</b>

**NON-MONEY**

**ATTACH**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 073



**PREMIUM AUDIT STATEMENT**

CO. ACCT. ID.	POLICY NUMBER (INDICATE PREFIX)	AUDIT PERIOD	CONTROL	PAGE	OF PAG
	HBC 9 79 74 66	FROM 8/12/78 TO 8/12/79		1	
COMPANY NAME	Home Ins.	POLICY PERIOD	PRODUCER NO. - OPC	TRANS. COI	
		FROM Same TO	91752-081		
TYPE OF POLICY	Exc:as-Umbrella	TYPE OF STATEMENT	TYPE OF AUDIT		
		<input type="checkbox"/> CANCELLATION <input type="checkbox"/> ANNUAL <input type="checkbox"/> QUARTERLY			
		<input checked="" type="checkbox"/> FINAL <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> MONTHLY			
DATE PREPARED	1/17/80	PHYSICAL AUDIT	CANCELLATION METHOD		
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> SR <input type="checkbox"/> PR	0	1 2 3 4 5

INSURED NAME AND ADDRESS

PRODUCER NAME AND ADDRESS

The Holson Co.  
111 Danbury Rd.  
Wilton, Conn.

Nathan Guinsburg's & Son Co.  
84 William Street  
New York, N.Y. 10038

- IF "X" IS INDICATED, THERE WILL BE NO ADDITIONAL OR RETURN PREMIUM DUE FOR THIS AUDIT PERIOD.
- IF "X" IS INDICATED, AUDIT IS WAIVED - SUBJECT TO POLICY CONDITIONS.

CLASSIFICATION	STAT STATE	TAX OR REINS.	MAJOR LINE	TERR	CLASS CODE	LIMIT	AUDITED EXPOSURE	RATES	COMM RATE	AUDITED PREMIUM
	1-3	14-17	18-20	21-22	23-27	28-29	42-51		52-54	55-63
Sales							18,059,756	.241/1000		4,351.

REMARKS

gd

ADJUSTMENT TO PREMIUM NOT INCLUDED IN ADDITIONAL/RETURN PREMIUM DUE

DO NOT PUNCH SEE STAMP WITH PREMIUM

**CENTRAL JAN 18 1980 PROCESSING**

TOTAL EARNED PREMIUM	4,351.
LESS PREVIOUS CHARGES	4,100.
ADDITIONAL PREMIUM DUE	\$ 251.
RETURN PREMIUM DUE	\$

STAT STATE	TAX LOCATION	MAJOR LINE	TERR.	CLASS CODE	LIMITS	AUDITED EXPOSURE	COMM. RATE	AUDITED PREMIUM
1-3	14-17	18-20	21-22	23-27	28-29	42-51	52-54	55-63

COUNTERSIGNING PRODUCER CODE OPC	COUNTERSIGNING PREMIUM	RATE OF COUNTERSIGNING COMM.	RATE OF COMMISSION
----------------------------------	------------------------	------------------------------	--------------------

GROSS PREMIUM	COMMISSION	NET PREMIUM
		<b>MONEY</b>

**CANCELLED**

RENEWING OR IN LIEU OF <b>HEC 9 79 74 66</b>				RATE OF COMM <b>15 %</b>	SUBJECT TO AUDIT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		HEC—9 83 11 71			
CO.	ACCT. ID CODE (2-3)	TRANS. CODE (55-56)	STAT. STATE (1-3)	REINS OF TAX LOC (14-17)	MAJOR LINE CODE (18-20)	SUB. LINE (21-23)	RATE OF COMMISSION (52-54)	STATISTICAL PREMIUM (56-63)	IF PAID IN INSTALLMENT MONTH & YR. (36-38)	COLLECTOR PREMIUM (58-65)

See Below

COLLECTION PREMIUM **\$4,200.00**

1 - FIELD OFFICE  
 0 - AGENCY

**NEW YORK OFFICE**

**C**

Insured's Name and Mailing Address

Producer

**The Holson Co.  
 111 Danbury Road  
 Wilton, Connecticut**

**Nathan Guinsburg's Son & Co.  
 84 William Street  
 New York, N.Y. 10038**

**8/12/79**  
 Inception (Mo. Day Yr.)

**8/12/80**  
 Expiration (Mo. Day Yr.)

**1**  
 Years

**D**  
 Control

**91752**  
 Producer No.

**081**  
 OPC

**Conn.**  
 State Loc.

FROM: **August 12, 1979** TO: **August 12, 1980**  
**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	<b>\$4,000,000.00</b>
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	<b>\$4,000,000.00</b>

ITEM 3. PREMIUMS

THE PREMIUM IS BASED UPON

**A minimum and deposit charge adjustable at a rate of \$.24 per \$1,000.00 of sales.**

<b>&amp; Deposit</b>	
MINIMUM/PREMIUM	<b>\$ 4,200.00</b>
ADVANCED PREMIUM	<b>\$ 4,200.00</b>

DURING THE POLICY PERIOD

PREMIUM IF PAID IN INSTALLMENTS

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

Item 4. **772-770 -04/412 \$1,500.00**  
**77G-770 \$ 700.00**  
**77K-770 \$2,000.00**

CF 075

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE

**8/15/79 av**

111

**SCHEDULE OF INSURANCE  
NON-PREMIUM ENDORSEMENT**



Endorsement No. 1

Issued by -

**The Home Insurance Company**

<b>POLICY NUMBER</b> HEC 9 83 11 71	<b>NAMED INSURED</b> The Holson Co.
<b>EFFECTIVE DATE AND TIME OF ENDORSEMENT</b> 8/12/79	<b>DATE PREPARED</b> 8/15/79
<b>PRODUCER</b> Nathan Guinsburg's Son & Co.	<b>PRODUCER NO. -OPC</b> 91752-081

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**

<b>POLICY NUMBER &amp; Dates</b>	<b>PRIMARY CARRIER</b>	<b>COVERAGE</b>	<b>EACH PERSON</b>	<b>EACH OCCURRENCE</b>	<b>AGGREGATE</b>
To Be Advised 8/12/78-81	Firemans Fund Ins. Co.	*Comprehensive General Liability Bodily Injury Property Damage	----- -----	\$500,000.00 \$100,000.00	\$500,000.00 \$100,000.00
*Includes: Products/Completed Operations Liability, Blanket Contractual Liability, Personal Injury A,B,C, with Exclusion "C" Deleted, Independent Contractors Coverage, Water Damage Legal, Employee Benefits Liability, Broad Form Property Damage, Employees as Additional Insureds.					
To Be Advised 4/1/79-80	Firemans Fund Ins. Co.	Comprehensive Automobile Liability Bodily Injury Property Damage	\$500,000.00 -----	\$500,000.00 \$100,000.00	----- -----
To Be Advised 10/5/79-80	U.S. Aviation I.G. Co.	Aircraft Liability Bodily Injury &/or Property Damage	-----	\$10,000,000.00	-----
To Be Advised 4/1/79-80	Employers Mutual	Employers Liability	-----	\$100,000.00	-----

This schedule applies to the policies listed above and/or any renewals thereof.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 076



**SELF INSURED RETENTION  
NON-PREMIUM ENDORSEMENT**

Endorsement No. **2**

Issued by -

THE HOME INSURANCE COMPANY       THE HOME INDEMNITY COMPANY

POLICY NUMBER <b>HEC 9 83 11 71</b>	NAMED INSURED <b>The Holson Co.</b>
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/79</b>	DATE PREPARED <b>8/15/79</b>
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>	PRODUCER NO. -LOPC <b>91752-081</b>

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

In consideration of the premium charged, it is agreed that with respect to Insuring Agreement II, Limit of Liability, Section (b) is amended in its entirety to read as follows:

"(b) \$10,000 ultimate net loss in respect to each occurrence not covered by underlying insurances."

It is further agreed that the following Insuring Agreement is made a part of the policy:

**III. Defense Settlement:**

With respect to any occurrence not covered by the underlying policies listed on Endorsement 1 hereof or any other underlying insurance collectible by the insured, but which is covered by the terms and conditions of this policy or would be except that the ultimate net loss in respect to such occurrence is within the \$10,000 figure set forth in Insuring Agreement II (b) above, (hereinafter called the 'retained limit'), the Company shall:

- (a) defend any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient provided, however, that the settlement of any claim or suit within the retained limit shall be with the consent of the insured;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit, all interest occurring after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The amounts so incurred, except settlement or satisfaction of claims and suits are payable by the Company in addition to the applicable limit of liability of this policy.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount within the retained limit paid on behalf of the insured in settlement or satisfaction of a claim or suit. Coverage afforded under this Insuring Agreement shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurances."

CF 077

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **3**

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

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9 83 11 71</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/79</b>	DATE PREPARED <b>8/15/79</b>	POLICY EXPIRATION <b>8/12/80</b>	
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		PRODUCER NO.—OPC <b>91752-081</b>	

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

**Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages, except insofar as coverage for punitive or exemplary damages is available to the insured in the underlying insurances listed on the Schedule of Underlying Insurances.**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 078



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **4**

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

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9 83 11 71</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/79</b>		DATE PREPARED <b>8/15/79</b>	POLICY EXPIRATION <b>8/12/80</b>
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>			PRODUCER NO.-OPC <b>91752-081</b>

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

**In consideration of the premium charged, it is understood and agreed that this policy is extended to provide coverage for Employee Benefits Liability following the terms, conditions and exclusions (except as respects the premium the obligation to investigate and defend, the amount and limits of liability and renewal agreement, if any) of The Firemans Fund Policy Number (To Be Advised) as set forth in the Schedule of Underlying Insurances and excess of the limits set forth therein,**

**It is further understood and agreed that such insurance as is afforded by this Endorsement shall be subject to the following exclusion:**

**This Endorsement does not provide coverage for any claim to the extent that recovery could not have been attained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 079

**CONTAMINATION AND POLLUTION  
ENDORSEMENT**



**Endorsement No. 5**

Issued by -

**The Home Insurance Company**

<small>POLICY NUMBER</small> <b>HEC 9 83 11 71</b>		<small>NAMED INSURED</small> <b>The Holson Co.</b>	
<small>EFFECTIVE DATE</small> <b>8/12/79</b>		<small>DATE PREPARED</small> <b>8/15/79</b>	
<small>PRODUCER</small> <b>Nathan Guinsburg's Son &amp; Co.</b>		<small>PRODUCER NO. - OPC</small> <b>91752-081</b>	

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.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**CF 080**

A&G 661a  
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)This endorsement, effective **8/12/79**, forms a part of policy No. **HEC 9 83 11 71**  
(12:01 A. M., standard time)issued to **The Holson Co.**by **The Home 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.



**COUNTERSIGNATURE ENDORSEMENT**

Endorsement No. **7**

Issued by - Type in Full Name of Insuring Company

CENTRAL RECORDS

**The Home Insurance Company**

AUG 29 1979

POLICY NUMBER <b>HEC 9 83 11 71</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/79</b>		DATE PREPARED <b>8/15/79</b>	
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>			PRODUCER NO. - OPT <b>91752-081</b>

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 THIS POLICY HAS BEEN COUNTERSIGNED FOR THE -

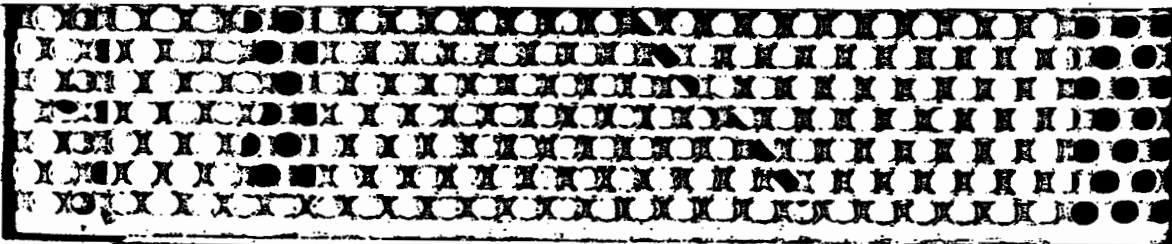
State of Connecticut

Premium \$4,200.00

Term 8/12/79-8/12/80

*Mark R. Habersang*  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 23378 (F) 11/72



1781

P61-K1



**PREMIUM AUDIT STATEMENT**

ACCT. ID. 07	POLICY NUMBER (INDICATE PREFIX) HEC 9831171	AUDIT PERIOD FROM 8-12-79 TO 10-17-79	CONTROL D	PAGE 1	OF PAGES
COMPANY NAME The Ins.	POLICY PERIOD FROM Same TO	PRODUCER NO. - OPC 91752-081	TRANS. CODE 44		
TYPE OF POLICY umbrella	TYPE OF STATEMENT <input type="checkbox"/> CANCELLATION <input type="checkbox"/> ANNUAL <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> MONTHLY	TYPE OF AUDIT			
DATE PREPARED -26-80	PHYSICAL AUDIT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CANCELLATION METHOD <input type="checkbox"/> SR <input type="checkbox"/> PR	0	1	2
			3	4	5

INSURED NAME AND ADDRESS	PRODUCER NAME AND ADDRESS
The Holson Co. 111 Danbury Road Wilton, Conn.	Nathan Guinsburg's Son & Co. 84 William St. New York, N.Y. 10038

] IF "X" IS INDICATED, THERE WILL BE NO ADDITIONAL OR RETURN PREMIUM DUE FOR THIS AUDIT PERIOD.  
 ] IF "X" IS INDICATED, AUDIT IS WAIVED - SUBJECT TO POLICY CONDITIONS.

CLASSIFICATION	STAT	TAX OR	MAJOR	TERR	CLASS	LIMIT	AUDITED EXPOSURE	RATES	COMM	AUDITED
	STATE	REINS.	LINE		CODE				RATE	PREMIUM
	1-3	14-17	18-20	21-22	23-27	28-29	42-51		52-54	55-59
Record B										000.00
	D07		7R							000.00

REMARKS	TOTAL EARNED PREMIUM
	LESS PREVIOUS CHARGES
ADJUSTMENT TO PREMIUM NOT INCLUDED IN ADDITIONAL/RETURN PREMIUM DUE	ADDITIONAL PREMIUM DUE \$ 000.00
	RETURN PREMIUM DUE \$

STAT STATE	TAX LOCATION	MAJOR LINE	TERR	CLASS CODE	LIMITS	AUDITED EXPOSURE	COMM. RATE	AUDITED PREMIUM
1-3	14-17	18-20	21-22	23-27	28-29	42-51	52-54	55-59

**NON-MONEY**

COUNTERSIGNING PRODUCER CODE OPC	COUNTERSIGNING PREMIUM	RATE OF COUNTERSIGNING COMM.	RATE OF COMMISSION
GROSS PREMIUM	COMMISSION	NET PREMIUM	

CF 083

HEC— 9 83 11 71 / SUCCESS LIABILITY POLICY CENTRAL NOV 9 1979 PROCESSING

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

STOCK COMPANY



**CANCELLATION**

FLAT	<input type="checkbox"/>		
C/R	<input checked="" type="checkbox"/>	770-770	\$ 3,440.
S/R	<input type="checkbox"/>		
SUBJECT	<input type="checkbox"/>		
AUDIT	<input type="checkbox"/>		
TOTAL \$		384	

819%  
CASH RETURN \$3,440.  
NEW YORK OFFICE  
FUTURE PRESENTS  
Producer  
CO. QUEST  
U.S. 11/7/79

ITEM 1. Insured's Name and Mailing Address

The Holson Co.  
111 Danbury Road  
Wilton, Connecticut

Nathan Guinsburg's Son & Co.  
84 William Street  
New York, N.Y. 10038

8/12/79 Inception (Mo. Day Yr.)      8/12/80 Expiration (Mo. Day Yr.)      1 Years      91752 Producer No.      081 OPC      Conn. State Loc.

FROM: August 12, 1979 TO: August 12, 1980  
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	\$ 4,000,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	\$ 4,000,000.00

ITEM 3.

PREMIUMS

& Deposit

THE PREMIUM IS BASED UPON

MINIMUM/PREMIUM

A minimum and deposit charge adjustable at a rate of \$.24 per \$1,000.00 of sales.

\$ 4,200.00

ADVANCED PREMIUM

\$ 4,200.00

DURING THE POLICY PERIOD

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 at its Executive Offices, in the City of New York, 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 Insurers at place of issue.

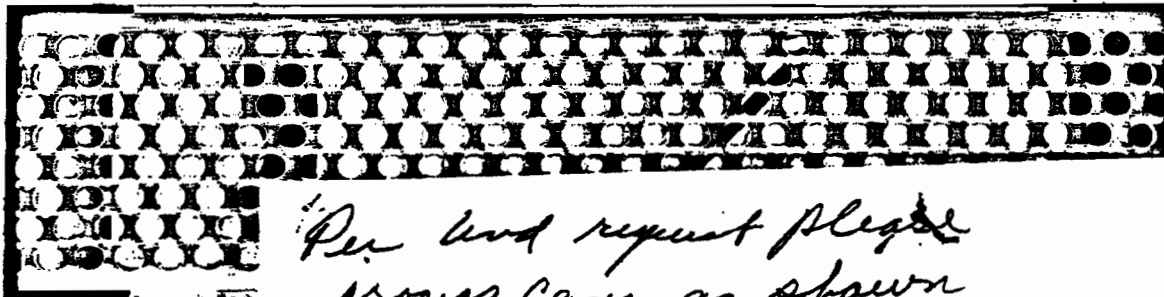
*Joseph F. Quinn*  
Secretary

*R. H. Tullis, Jr.*  
President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

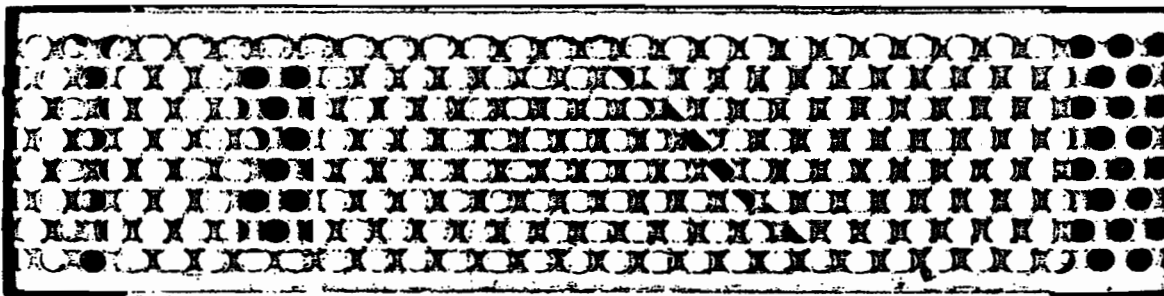
DATE  
8/15/79 av





Per and request please  
process case as shown  
this is a rewrite

Marie Garcia



RENEWING OR IN LIEU OF <b>HEC 9 83 11 71</b>				RATE OF COMM. <b>15</b> %	SUBJECT TO AUDIT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		HEC— <b>9 83 16 05</b>			
CO.	ACCT. ID CODE (2-3)	TRANS. CODE (55-56)	STAT. STATE (1-3)	REINS OR TAX LOC (14-17)	MAJOR LINE CODE (18-20)	SUB. LINE (21-23)	RATE OF COMMISSION (52-54)	STATISTICAL PREMIUM (56-63)	IF PAID ON INSTALLMENT MONTH & YR. (36-38)	COLLECT. PREMIUM (58-65)
See Below										

COLLECTION PREMIUM **\$2,047.00**

1 - FIELD OFFICE  
 0 - AGENCY

KEY PUNCH

**NEW YORK OFFICE**

**C**

Insured's Name and Mailing Address

**The Holson Co.  
111 Danbury Road  
Wilton, Connecticut**

Producer

**Nathan Guinsburg's Son & Co.  
84 William Street  
New York, N.Y. 10038**

10/17/79  
Inception (Mo. Day Yr.)

8/12/80  
Expiration (Mo. Day Yr.)

Time  
Years

D  
Control

91752  
Producer No.

081  
OPC

Conn.  
State Loc.

FROM: **October 17, 1979** TO: **August 12, 1980**  
**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	<b>\$ 1,000,000.00</b>
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	<b>\$ 1,000,000.00</b>

ITEM 3.

PREMIUMS

& Deposit

THE PREMIUM IS BASED UPON

MINIMUM PREMIUM

**A minimum and deposit charge adjustable at a rate of \$.12 per \$1,000.00 of sales.**

**\$ 2,047.00**

ADVANCED PREMIUM

**\$ 2,047.00**

DURING THE POLICY PERIOD

PREMIUM IF PAID IN INSTALLMENTS

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

Item 4

772-770	-01	412	\$1,228.00
77G-770			\$ 491.00
77K-770			\$ 328.00

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE

**11/9/79 ac**

H20254F 1/76 DR.

PROCESSING COPY (H/O)

CF 086

*RP*

HEC-9 83 16 05

**SCHEDULE OF INSURANCE  
NON-PREMIUM ENDORSEMENT**



Endorsement No. 1

Issued by -

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9 83 16 05</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>10/17/79</b>		DATE PREPARED <b>11/9/79</b>	
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		PRODUCER NO. -GPC <b>91752-081</b>	

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 & Dates	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH OCCURRENCE	AGGREGATE
To Be Advised 8/12/78-81	Fireman's Fund Ins. Co.	*Comprehensive General Liability Bodily Injury Property Damage	---- ----	\$500,000.00 \$100,000.00	\$500,000.00 \$100,000.00
*Includes: Products/Completed Operations Liability, Blanket Contractual Liability, Personal Injury A,B,C, with Exclusion "C" Deleted, Independent Contractors Coverage, Water Damage Legal, Employee Benefits Liability, Broad Form Property Damage, Employees as Additional Insureds.					
To Be Advised 4/1/79-80	Fireman's Fund Ins. Co.	Comprehensive Automobile Liability Bodily Injury Property Damage	\$500,000.00 ----	\$500,000.00 \$100,000.00	---- ----
To Be Advised 10/5/79-80	U.S. Aviation I.G. Co.	Aircraft Liability Bodily Injury and/or Property Damage	----	\$10,000,000.00	----
To Be Advised 4/1/79-80	Employers Mutual	Employers Liability	----	\$100,000.00	----

This schedule applies to the policies listed above and/or any renewals thereof.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

CF 087

**SELF INSURED RETENTION  
NON-PREMIUM ENDORSEMENT**



Endorsement No. 2

Issued by -

**The Home Insurance Company**

POLICY NUMBER		NAMED INSURED	
<b>HEC 9 83 16 05</b>		<b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT		DATE PREPARED	
<b>10/17/79</b>		<b>11/9/79</b>	
PRODUCER		PRODUCER NO. -OPC	
<b>Nathan Guinsburg's Son &amp; Co.</b>		<b>91752-081</b>	

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

In consideration of the premium charged, it is agreed that with respect to Insuring Agreement II, Limit of Liability, Section (b) is amended in its entirety to read as follows:

"(b) \$10,000 ultimate net loss in respect to each occurrence not covered by underlying insurances."

It is further agreed that the following Insuring Agreement is made a part of the policy:

**III. Defense Settlement:**

With respect to any occurrence not covered by the underlying policies listed on Endorsement 1 hereof or any other underlying insurance collectible by the insured, but which is covered by the terms and conditions of this policy or would be except that the ultimate net loss in respect to such occurrence is within the \$10,000 figure set forth in Insuring Agreement II (b) above, (hereinafter called the 'retained limit'), the Company shall:

- (a) defend any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient provided, however, that the settlement of any claim or suit within the retained limit shall be with the consent of the insured;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit, all interest occurring after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The amounts so incurred, except settlement or satisfaction of claims and suits are payable by the Company in addition to the applicable limit of liability of this policy.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount within the retained limit paid on behalf of the insured in settlement or satisfaction of a claim or suit. Coverage afforded under this Insuring Agreement shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurances."

SIGNATURE OF AUTHORIZED REPRESENTATIVE



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **3**

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

**The Home Insurance Company**

POLICY NUMBER <b>HRC 9 83 16 05</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>10/17/79</b>	DATE PREPARED <b>11/9/79</b>	POLICY EXPIRATION <b>8/12/80</b>	
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		PRODUCER NO.—OPC <b>91752-081</b>	

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

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages, except insofar as coverage for punitive or exemplary damages is available to the insured in the underlying insurances listed on the Schedule of Underlying Insurances.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **4**

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

**The Home Insurance Company**

POLICY NUMBER <b>HEC 9 83 16 05</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>10/17/79</b>	DATE PREPARED <b>11/9/79</b>	POLICY EXPIRATION <b>8/12/80</b>	
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		PRODUCER NO.—OPC <b>91752-081</b>	

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

In consideration of the premium charged, it is understood and agreed that this policy is extended to provide coverage for Employee Benefits Liability following the terms, conditions and exclusions (except as respects the premium the obligation to investigate and defend, the amount and limits of liability and renewal agreement, if any) of The Fireman's Fund Policy Number (To Be Advised) as set forth in the Schedule of Underlying Insurances and excess of the limits set forth therein.

It is further understood and agreed that such insurance as is afforded by this Endorsement shall be subject to the following exclusion:

This Endorsement does not provide coverage for any claim to the extent that recovery could not have been attained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE



**CONTAMINATION AND POLLUTION  
ENDORSEMENT**

Endorsement No. **5**

Issued by -

**The Home Insurance Company**

<small>POLICY NUMBER</small> <b>HEC 9 83 16 05</b>		<small>NAMED INSURED</small> <b>The Holson Co.</b>
<small>EFFECTIVE DATE</small> <b>10/17/79</b>	<small>DATE PREPARED</small> <b>11/9/79</b>	
<small>PRODUCER</small> <b>Nathan Guinsburg's Son &amp; Co.</b>		<small>PRODUCER NO. - OPC</small> <b>91752-081</b>

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.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Endorsement No. 6

GU 8679a  
(Ed. 10-59)

A&G 661a  
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT,  
(BROAD FORM)

This endorsement, effective **10/17/79**, forms a part of policy No. **HEC 9 83 16 01**  
(12:01 A. M., standard time)

issued to

**The Holson Co.**

by

**The Home 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.

H30150(F)

Authorized Representative

CF 092





NON-PREMIUM ENDORSEMENT

Endorsement No. 7

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

City Insurance Company

POLICY NUMBER <b>HEC 9 83 16 05</b>		NAMED INSURED <b>The Holcom Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8-8-80 12:01 AM</b>		DATE PREPARED <b>8-26-80 ap</b>	
PRODUCER <b>Nathan Ginsburg's Son &amp; Co.</b>		POLICY EXPIRATION <b>8-12-80</b>	
		PRODUCER NO.-OPC <b>91752-081</b>	

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

In consideration of the Premium Charged it is agreed that Item 2, Limits of Liability is amended to read as follows:

Limit in all in respect of each occurrence	\$3,000,000.00
Limit in the aggregate for each annual period where applicable:	\$3,000,000.00

NON-MONEY

H/O

COPY

ATTACH

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**C**

FIELD OFFICE  
 AGENCY

**MANUSCRIPT EXCESS LIABILITY POLICY DAILY REPORT**

**DECLARATIONS**

Insurance is provided by the Stock Company designated by  and hereinafter called the Company.

- CITY INSURANCE COMPANY (F) Short Hills, N.J.  
 THE HOME INSURANCE COMPANY (A) Manchester, N.H.  
 THE HOME INSURANCE COMPANY OF ILLINOIS (B) Chicago, Ill.  
 THE HOME INDEMNITY COMPANY (E) Manchester, N.H.

**NEW YORK OFFICE**  
 Producer

ITEM 1. Insured's Name, P.O. Address and Zip Code

**The Holson Co.**  
**111 Danbury Road**  
**Wilton, Connecticut**

**Nathan Guinsburg's Son & Co.**  
**84 William Street**  
**New York, N. Y. 10038**

Policy Period: **8/12/80** **8/12/81** **1** **91752** **081** **CT**  
 Inception (Mo.-Day-Yr.) Expiration (Mo.-Day-Yr.) Term Producer No. OPC State Loc.  
**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. II)

LIMIT EACH OCCURRENCE	\$ 3,000,000.
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	\$ 3,000,000.

ITEM 3. PREMIUMS (As Per Condition A)

THE PREMIUM IS BASED UPON <b>A Minimum and Deposit Premium adjustable at a Rate of \$.209 Per \$1,000.00 of Sales.</b>	<b>&amp; DEPOSIT</b>	
	POLICY MINIMUM PREMIUM	
	\$	
	ANNUAL MINIMUM PREMIUM	
\$	<b>3,985.00</b>	
ADVANCE PREMIUM		
\$	<b>3,985.00</b>	

DURING THE POLICY PERIOD

PREMIUM IF PAID IN INSTALLMENTS

INCEPTION DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM
			\$

ACCT. ID CODE	TRANS CODE	STAT STATE	REINS OR TAX LOC	MAJOR LINE CODE	SUB LINE (CLASS)	POLICY LIMIT	OLYMPUS NO	AUTO UN LIMITS	STATISTICAL PREMIUM	IF PAID ON INSTALLMENTS	
										MO.-DAY-YR.	COLLECTION PREMIUM
				<b>772</b>	<b>770</b>	<b>-0</b>	<b>3</b>	<b>1 4 2</b>	<b>\$2,391.00</b>		
									<b>77G-770</b>	<b>956.00</b>	
									<b>77K-770</b>	<b>638.00</b>	
									<b>TOTAL</b>	<b>\$3,985.00</b>	

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE **8/25/80** **HH**

HEC - 9909110

*RR*

**SCHEDULE OF  
UNDERLYING INSURANCES**



Endorsement No. **1**

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

**THE HOME INSURANCE COMPANY**

POLICY NUMBER <b>HEC 9909110</b>		NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/80</b>		DATE PREPARED <b>8/25/80</b>	POLICY EXPIRATION <b>8/12/81</b>
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>			PRODUCER NO. - OPC <b>91752-081</b>

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

CARRIER AND POLICY NUMBER	POLICY PERIOD (INCEPTION - EXPIRATION)	COVERAGE	EACH PERSON	EACH OCCURRENCE	AGGREGATE
<b>Travelers Ind. Co.</b>	<b>12/1/79-80</b>	<b>*Comprehensive General Liability Bodily Injury &amp; Property Damage</b>	<b>---</b>	<b>\$500,000.</b>	<b>\$500,000.</b>
<b>To Be Advised</b>			<b>---</b>	<b>\$100,000.</b>	<b>\$100,000.</b>

\*Includes: Products/Completed Operations Liability, Blanket Contractual Liability, Personal Injury A, B, C, with Exclusion "C" deleted, Water Damage Legal, Employees as Additional Insureds, Incidental Medical Malpractice and Limits, Broad Form Property Damage and Employee Benefits Liability.

<b>Firemans Fund</b>	<b>8/23/79-80</b>	<b>Comprehensive Automobile Liability Bodily Injury &amp; Property Damage</b>	<b>\$750,000.</b>	<b>Combined Single Limit</b>	
<b>To Be Advised</b>					
<b>Employers Mutual</b>	<b>4/1/80-81</b>	<b>Employers Liability</b>	<b>---</b>	<b>\$100,000.</b>	<b>\$100,000.</b>
<b>To Be Advised</b>					

This schedule applies to the policies listed above and/or any renewals thereof.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**SELF INSURED RETENTION  
NON-PREMIUM ENDORSEMENT**



Endorsement No. 2

Issued by -

**THE HOME INSURANCE COMPANY**

POLICY NUMBER		NAMED INSURED	
<b>HEC 9909110</b>		<b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT		DATE PREPARED	
<b>8/12/80</b>		<b>8/25/80</b>	
PRODUCER		PRODUCER NO--OPC	
<b>Nathan Guinsburg's Son &amp; Co.</b>		<b>91752-081</b>	

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

In consideration of the premium charged, it is agreed that with respect to Insuring Agreement II, Limit of Liability, Section (b) is amended in its entirety to read as follows:

“(b) \$10,000 ultimate net loss in respect to each occurrence not covered by underlying insurances.”

It is further agreed that the following Insuring Agreement is made a part of the policy:

“III. Defense Settlement:

With respect to any occurrence not covered by the underlying policies listed on Endorsement I hereof or any other underlying insurance collectible by the insured, but which is covered by the terms and conditions of this policy or would be except that the ultimate net loss in respect to such occurrence is within the \$10,000 figure set forth in Insuring Agreement II (b) above, (hereinafter called the 'retained limit'), the Company shall:

- (a) defend any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient provided, however, that the settlement of any claim or suit within the retained limit shall be with the consent of the insured;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit, all interest occurring after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The amounts so incurred, except settlement or satisfaction of claims and suits are payable by the Company in addition to the applicable limit of liability of this policy.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount within the retained limit paid on behalf of the insured in settlement or satisfaction of a claim or suit. Coverage afforded under this Insuring Agreement shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurances.”

SIGNATURE OF AUTHORIZED REPRESENTATIVE



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **3**

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

**THE HOME INSURANCE COMPANY**

POLICY NUMBER <b>HEC 9909110</b>	NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/80</b>	DATE PREPARED <b>8/25/80</b>	POLICY EXPIRATION <b>8/12/81</b>
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		PRODUCER NO.—OPC <b>91752-081</b>

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

In consideration of the premium charged, it is understood and agreed that this policy is extended to provide coverage for Employee Benefits Liability following the terms, conditions and exclusions (except as respects the premium, the obligation to investigate and defend, the amount and limits of liability and renewal agreement, if any) of The Fireman's Fund Policy Number (To Be Advised) as set forth in the Schedule of Underlying Insurances and excess of the limits set forth therein.

It is further understood and agreed that such insurance as is afforded by this Endorsement shall be subject to the following exclusion:

This Endorsement does not provide coverage for any claim to the extent that recovery could not have been attained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE



**NON-PREMIUM ENDORSEMENT**

Endorsement No. **4**

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

**THE HOME INSURANCE COMPANY**

POLICY NUMBER <b>HEC 9909110</b>	NAMED INSURED <b>The Holson Co.</b>	POLICY EXPIRATION <b>8/12/81</b>
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/80</b>	DATE PREPARED <b>8/25/80</b>	PRODUCER NO.—OPC <b>91752-081</b>
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>		

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

**Limited Medical Malpractice Coverage**

In consideration of the premium charged, it is agreed that except insofar as coverage is available to the insured in the underlying insurance, as set forth in the attached Schedule of Underlying Insurances, this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of:

1. the rendering of or failure to render
  - (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - (b) any service or treatment conducive to health or of a professional nature; or
  - (c) any cosmetic or tonsorial service or treatment;
2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. the handling of or performing of autopsies on dead bodies.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

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



Endorsement No. **5**

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

**THE HOME INSURANCE COMPANY**

POLICY NUMBER <b>HEC 9909110</b>	NAMED INSURED <b>The Holson Co.</b>	
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>8/12/80</b>	DATE PREPARED <b>8/25/80</b>	POLICY EXPIRATION <b>8/12/81</b>
PRODUCER <b>Nathan Guinsburg's Son &amp; Co.</b>	PRODUCER NO. - OPC <b>91752-081</b>	

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 this policy shall not apply:

1. Under any Liability Coverage, to ultimate net loss

- (a) with respect to which an Insured under this 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) arising out of 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.

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

3. Under any Liability Coverage, to ultimate net loss arising out of 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 ultimate net loss 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 property damage to such nuclear facility and any property thereat.

4. 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;

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**"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;**

**"property damage" means**

- (a) physical injury to or destruction of tangible property, which occurs during the policy period, including the loss of use thereof at any time resulting therefrom; or
- (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

Property damage shall also mean all forms of radioactive contamination of property.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE





ANNUAL AUDIT STATEMENT

REC A	PLAN NO. 2-3 61	K 4 1	CO. 5 A	ACCT. ID 6-7 07	P/O 9 REC	PREFIX 9-11	POLICY NUMBER 12-22 9909110	PRODUCER NO. 29-28 91752	OPC 29-31 081	AUDIT PERIOD FROM 32-37 8/12/80	TO 38-43 8/12/81	TRANS. EFFECTIVE MO. DAY YR.
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TRANS. 51-52 44	AUDIT 57 D	TYPE AUDIT 59 4	TYPE POL. 62-63	INSURED NAME 64-64	ORDER NO. 85-88 1176	POLICY PERIOD FROM <u>Same</u> TO		
REC B	BILL DATES 23-28 MO. DAY YR. 8/12/81	TYPE OF STATEMENT	CANCELLATION ANNUAL QUARTERLY FINAL <input type="checkbox"/>	PHYSICAL AUDIT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CANCELLATION METHOD <input type="checkbox"/> SR <input type="checkbox"/> PR			

COMPANY NAME <b>Horn Ins. Co.</b>	TYPE OF POLICY <b>Umbrella</b>	DATE PREPARED <b>11/17/81-gd</b>	PAGE 1	OF PAGES
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INSURED NAME AND ADDRESS <b>The Holson Co. 111 Danbury Rd. Wilton, Conn.</b>	PRODUCER NAME AND ADDRESS <b>Nathan Ginsburg's Son &amp; Co. 84 William Street New York, N.Y. 10038</b>
-----------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

IF "X" IS INDICATED, THERE WILL BE NO ADDITIONAL OR RETURN PREMIUM DUE FOR THIS AUDIT PERIOD.  
 IF "X" IS INDICATED, AUDIT IS WAIVED - SUBJECT TO POLICY CONDITIONS.

CLASSIFICATION	REC 1	COMM RATE 36-39	STAT STATE 51-53	TERR. 54-56	LOCATION 57-61	TAX OR REINS. 62-65	MAJOR LINE 66-68	SUB- LINE 69-71	CLASS CODE 72-77	AUDITED EXPOSURE 119-128	RATES	AUDITED PREMIUM 41-50

NON-MONEY

REMARKS	TOTAL EARNED PREMIUM	
	LESS PREVIOUS CHARGES	
ADJUSTMENT TO PREMIUM NOT INCLUDED IN ADDITIONAL/RETURN PREMIUM DUE	DO NOT PUNCH SEE STAMP WITH PREMIUM	ADDITIONAL PREMIUM DUE \$
		RETURN PREMIUM DUE \$

COUNTERSIGNING PRODUCER CODE OPC	COUNTERSIGNING PREMIUM	RATE OF COUNTERSIGNING COMM.	RATE OF COMMISSION
GROSS PREMIUM	COMMISSION		NET PREMIUM

**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 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

**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.

(a) the limits of the underlying insurances as set out in 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 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 limit of liability under said underlying insurance by reason of loss 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.

**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 and law costs, premiums on attachment or appeal bonds interest, expenses for doctors, lawyers, nurses and investigator 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.

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

#### 7. AUTOMOBILE

The term "automobile", wherever used herein, shall mean a car and motor vehicle, trailer or semi-trailer.

#### 8. AIRCRAFT

The term "aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

#### 9. PRODUCTS LIABILITY

The term "Products Liability" means

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Insured; provided such goods or products shall

#### THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:—

- (a) to any obligation for which the Insured or any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract or agreement;
- (b) to claims made against the Insured:
- (i) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;
  - (ii) for the loss of use of any such defective product or products or part or parts thereof;
  - (iii) for improper or inadequate performance, design or specification, but nothing herein contained shall be construed to exclude claims made against the Insured for personal injuries or property damage (other than damage to the product of the Insured) resulting from improper or inadequate performance, design or specification;
- (c) with respect to advertising activities, to claims made against the Insured for:
- (i) failure or performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  - (ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
  - (iii) incorrect description of any article or commodity;
  - (iv) mistake in advertised price;
- (d) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of

#### THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:—

##### A. PREMIUM

The premium for this policy shall be computed on the basis set forth under Item No. 4 of the policy declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

B. In the event of additional Insureds being added to the coverage under the Underlying Insurance during currency hereof prompt notice shall be given to The Company and if an additional premium has been charged for such addition on the Underlying Insurances, The Company shall be entitled to charge an appropriate additional premium hereon.

##### C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to

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be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph: (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles, owned or used by or in behalf of the Insured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

#### 10. ANNUAL PERIOD

The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Except insofar as coverage is available to the Insured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:—

- (e) to liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injury or Death resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (f) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (g) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

the Insured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy The Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

#### D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards personal injury (fatal or non-fatal) by occupational disease sustained by an employee of the Insured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claims is made hereunder.

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#### 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 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 insurance afforded by this policy, the insurance afforded 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 amount which may be so recovered shall follow the principle of any interests (including the Insured) that shall have paid 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 for 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 extend 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 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 the 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.

.....  
Authorized Representative