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August 18, 2000

File No. 0008-0001

VIA FEDERAL EXPRESS

Charles E. Mullins, Esq.
Senior Attorney
U.S. Nuclear Regulatory Commission
Room #0-15D21
11555 Rockville Pike
Rockville, MD 20852

Re: Allendale Mutual Ins. Co. v. Safety Light Corp.
Docket No. CV-99-1147

Dear Mr. Mullins:

Pursuant to your letter dated August 10, 2000, enclosed please find the following documents with respect to the above-referenced matter:

1. Complaint;
2. Answer and Counterclaim;
3. Reply to the Counterclaim; and
4. Allendale Requests for Admissions.

If you require additional information, please do not hesitate to contact me.

Very truly yours,

ROBERTSON, FREILICH, BRUNO
& COHEN, LLC

By: 
Suzanne Q. Chamberlin

SQC/dlg
Enclosure
cc w/o encl.: Brad Fewell, Esq. U.S. Nuclear Regulatory Commission

06002

06001

CIVIL COVER SHEET

JS 44
(Rev. 07/89)

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I (a) PLAINTIFFS

ALLENDALE MUTUAL INSURANCE COMPANY
Allendale Park, P.O. Box 7500
Johnston, RI

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

SAFETY LIGHT CORPORATION
4150-A Old Berwick Road
Almedia, PA

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Columbia
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
William H. Black, Jr., Esquire
HECKER BROWN SHERRY AND JOHNSON
1700 Two Logan Square, 18th & Arch Sts.
Philadelphia, PA 19103
(215) 665-0400

ATTORNEYS (IF KNOWN)
Suzanne Q. Chamberlin, Esquire
ROBERTSON, FREILICH, BRUNO & COHEN, L.L.C.
89 Headquarters Plaza, North Tower, 14th Floor
Morristown, NJ 07960

II. BASIS OF JURISDICTION

(PLACE AN X IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only) (PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY: 28 U.S.C. Section 2201. Action for declaratory judgment on an insurance policy.

V. NATURE OF SUIT

(PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Arrest
<input type="checkbox"/> 130 Willer Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers Liability		<input type="checkbox"/> 640 R.R. & Truck		<input type="checkbox"/> 450 Commerce/ICC Rates/etc
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other		<input type="checkbox"/> 810 Securities Service
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability			<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 160 Stockholders Suits	<input type="checkbox"/> 360 Other Personal Injury				<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 190 Other Contract					<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 195 Contract Product Liability					<input type="checkbox"/> 892 Economic Stabilization Act
					<input type="checkbox"/> 893 Environmental Matters
					<input type="checkbox"/> 894 Energy Allocation Act
					<input type="checkbox"/> 895 Freedom of Information Act
					<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
					<input type="checkbox"/> 950 Constitutionality of State Statutes
					<input type="checkbox"/> 890 Other Statutory Actions

VI. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

Transferred from another district (specify) _____

6 Multidistrict Litigation

7 Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **CLASS ACTION**

DEMAND \$

Non-monetary relief. **DEMAND \$**

Check YES only if demanded in complaint:

JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE 6/29/99

SIGNATURE OF ATTORNEY OF RECORD
William H. Black, Jr.

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

ALLENDALE MUTUAL INSURANCE
COMPANY,

Plaintiff

v.

SAFETY LIGHT CORPORATION,
Defendant

CIVIL ACTION NO.

FILED
SCRANTON

JUN 30 1999

PER

DEPUTY CLERK

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, Allendale Mutual Insurance Company, by its attorneys, Hecker Brown Sherry and Johnson, brings this action for declaratory judgment pursuant to 28 U.S.C. §2201, et seq., and in support thereof avers as follows:

1. Plaintiff Allendale Mutual Insurance Company is a corporation duly organized and existing pursuant to the laws of the state of Rhode Island, having its principal place of business at Allendale Park, P.O. Box 7500, Johnston, Rhode Island. At all times material hereto, Allendale was licensed to and did issue policies of insurance in the Commonwealth of Pennsylvania.

2. Defendant Safety Light Corporation is a corporation duly organized and existing pursuant to the laws of the state of Delaware, having its principal place of business at 4150-A Old Berwick Road, Almedia, Pennsylvania.

JURISDICTION AND VENUE

3. Plaintiff Allendale Mutual Insurance Company seeks declaratory relief pursuant to 28 U.S.C. §2201, et seq., as there is an actual controversy between the parties.

4. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. §1332 in that there is complete diversity of citizenship between the parties and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

5. Venue is proper in the United States District Court for the Middle District of Pennsylvania, pursuant to 28 U.S.C. §1391(a)(1) and (2) in that the defendant resides in this Judicial District and a substantial part of the events giving rise to these claims occurred in this District.

BACKGROUND FACTS

6. Safety Light Corporation has represented that it is the successor-in-interest to United States Radium Corporation, which purchased the above-referenced site in Almedia, Pennsylvania, near Bloomsburg (hereinafter referred to as "the site" or "the Almedia site"), and began operations there in 1948.

7. United States Radium manufactured, among other things, self-illuminated watch and instrument dials and hands using radioactive isotopes, including radium-226, cesium-137 and strontium-90, from 1948 through at least 1968, and production of self-illuminated products using another radioactive isotope, tritium, has continued through the present.

8. Throughout its occupancy of the Almedia site, United States Radium routinely and continuously disposed of radioactively-contaminated materials at the site in the ordinary course of its business operations there.

9. United States Radium was aware, throughout the period during which it disposed of radioactively-contaminated materials at the site, of (1) the hazardous nature of the radioactively-contaminated materials that it disposed of at the site, (2) the hazards associated with the disposal of the radioactively-contaminated materials at the site, and (3) the likelihood, if not certainty, that it would be required to clean up the contamination at the site.

10. United States Radium routinely disposed of radioactively-contaminated materials in various structures at the site, including sheds, above-ground and underground silos and other buildings, and thereby knowingly contaminated these structures as well as some soil and groundwater at the site.

11. United States Radium's activities at the site are and have been, continuously since the 1950s or before, the subject of licensing and regulation by the Atomic Energy Commission and by its successor, the Nuclear Regulatory Commission.

12. In 1956, United States Radium obtained an operating license, No. 37-00030-02, for the site from the Atomic Energy Commission.

13. In 1969, the Atomic Energy Commission amended original License No. 37-00030-02 to require decontamination of the site.

14. In January, 1979, the Nuclear Regulatory Commission again amended License No. 37-00030-02 to require decontamination of the site.

15. At about the time of the 1979 amendment to License No. 37-00030-02, United States Radium's officers and directors created a new corporation called U.S.R. Industries, Inc.

United States Radium then merged with and became a wholly-owned subsidiary of U.S.R. Industries, Inc., and was subsequently re-named Safety Light Corporation. U.S.R. Industries then transferred all of its non-NRC-licensed operations to five other newly-created entities, all of which were wholly-owned subsidiaries of U.S.R. Industries. Thereafter, Safety Light Corporation, which retained all of the NRC-licensed operations, was sold to Lime Ridge Industries, Inc., a corporation formed by former employees of U.S.R. Industries and United States Radium.

16. On or about March 16, 1989, the NRC issued an Order (hereinafter referred to in some instances as "the Order") directed to Safety Light in which it advised Safety Light, inter alia, that "decontamination of the [Almedia] facility and real estate is required and must commence immediately", and described a number of alleged violations by Safety Light of the conditions of License No. 37-00030-02. A copy of the Order is attached as a part of Exhibit "A" hereto.

17. The Order made reference to a letter dated April 20, 1988, in which the NRC directed that Safety Light, U.S.R. Industries and any other successors to United States Radium provide a decommissioning plan for the site which would involve its gradual decontamination, extending over a period of ten years, with the stipulation that decontamination was to commence within twelve months of the date of the letter, i.e., by April 20, 1989.

18. The NRC inspected the Almedia facility on July 8, 1988, and, according to the Order, "confirmed that there was no current effort underway to decontaminate the facility."

19. The NRC characterized Safety Light's failure to commence the required decontamination as "a willful violation of an NRC requirement", and stated further that the 1979 conditions of License No. 37-00030-02, and the NRC's April 20, 1988 letter, placed Safety

Light and the related companies "on clear notice that decontamination was necessary and required."

20. The NRC's March 16, 1989 Order also stated:

The presence of considerable known contamination, coupled with the uncertain extent of that and other, as yet unknown, contamination requires that action be taken immediately to survey, stabilize and clean up the site.

* * *

... I have determined that specific decontamination requirements and milestones are necessary and that decontamination needs to begin expeditiously so as to minimize any threat to public health and safety.

* * *

... Public health, safety and interest require that the action specified by Section VII of this Order commence immediately. ... This Order is immediately effective.

21. Section VII of the Order required, inter alia, that Safety Light and the other companies submit, within forty-five days of the date of the Order, a joint plan to characterize the radioactivity of the site, which would be sufficient to develop a complete plan for decontamination/removal operations necessary to permit unrestricted access to the site. It also provided a timetable for further reports and actual decontamination activities at the site.

INSURANCE COVERAGE AND CLAIM BACKGROUND

22. Allendale issued four separate policies of property insurance, all under policy number 74089, to United States Radium Corporation, for the period February 9, 1970 to February 1, 1981 (the policies are referred to individually hereinafter as the "1970-1973," "1973-

1976," "1976-1979" and "1979-1981" policies). Copies of the policies are attached hereto as Exhibits "B" through "E".

23. The Allendale policies are named peril property insurance policies based on the Standard Fire Insurance Policy, as amended by Allendale.

24. The named insured under each of the Allendale policies is United States Radium Corporation; during the last policy period, however, by amendment effective December 1, 1980, the named insured was changed to U.S.R. Industries, Inc., and there is no indication that any other entity, including Safety Light Corporation, was or is insured under the Allendale policies.

25. The Allendale policies' applicable sublimits for property damage at the Almedia, Pennsylvania location ranged from \$1,875,000 to \$6,648,000.

26. The policies provided coverage for certain real and personal property at the Almedia location, but excluded coverage for Building Nos. 9, 10, the Storage Silo and Miscellaneous Sheds, including No. 11; for the policy which was in effect for the period 1970 to 1973, coverage for physical damage to Building No. 8 was further limited to \$30,000.00, effective June 1, 1971.

27. The insuring agreement set forth in the policy declarations for each of the Allendale policies provides, in pertinent part, that the policy insures:

... against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED ...

28. Each policy also contains the following provisions, which are part of the Standard

Fire Insurance Policy form:

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto. [lines 1-6]

* * *

Requirements in case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; **and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following:** the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made. [lines 90-122]

* * *

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss. [lines 157-161]

29. Each policy also contains, inter alia, the following provisions:

PROPERTY ALSO COVERED

* * *

PROPERTY LOCATED UNDERGROUND

* * *

3. If this policy covers buildings, machinery or structures, it shall also cover tanks, flues, pipes, drains, tunnels, wiring or other equipment and passageways located underground on premises containing the property described herein and appurtenant thereto, and if such premises are not located in the State of Ohio, the Policy is further extended to cover foundations of buildings, machinery and structures, whether or not underground.

* * *

DEBRIS REMOVAL

* * *

8. This policy also covers expense of removal from the described premises of debris remaining after any loss hereby insured against, except that there shall be no liability assumed for the expense of removal of: (a) any foundations, other than damaged portions which must be removed for repair or rebuilding; (b) any building or part thereof, the removal of which is required by any ordinance or law regulating construction or repair.

* * *

30. The Allendale policies also contain the following provision, among the policies'

General Conditions:

CONSEQUENTIAL DAMAGE

It is understood and agreed that in the event of direct damage to any property situate on the described premises by reason of any peril insured

against by this Policy, . . . , and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other property insured by this Policy, then this Policy will cover such resulting loss or damage.

31. The 1970-1973 policy contains the following exclusion, among others:

This Company shall not be liable for loss or damage:

* * *

INCREASED COST BY REASON OF LAW OR ORDINANCE

4. Because of the demolition of any undamaged portions of buildings or structures covered under this Policy or the increased cost of repair or reconstruction, all by reason of any ordinance or law regulating building construction, repair or use.

32. The Allendale policies other than the 1970-1973 policy contain the following exclusion, among others:

This Company shall not be liable for loss or damage:

* * *

LAW OR ORDINANCE

4. Resulting from any law or ordinance which regulates construction, repair, replacement, use, or which necessitates demolition of any undamaged portions of property on the premises described herein.

33. All four Allendale policies contain exclusions for "nuclear perils". The "nuclear perils" exclusion in the 1970-1973 and 1973-1976 policies is as follows:

This Company shall not be liable for loss or damage:

* * *

NUCLEAR PERILS

Caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured

peril under this Policy, except as provided in the Limited Radioactive Contamination Clause under the caption "Extended Coverages."

* * *

34. The "nuclear perils" exclusion in the 1976-1979 and 1979-1981 policies is as follows:

This Company shall not be liable for loss or damage:

* * *

NUCLEAR PERILS

Caused by nuclear reaction or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this Policy, except as provided in the Radioactive Contamination Clause under the caption "Supplementary Coverages."

* * *

35. The "nuclear perils" exclusion which is applicable for the period February 1, 1980 through February 1, 1981 provides:

This Policy does not cover loss or damage:

* * *

NUCLEAR PERILS

Caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this Policy, except as provided in the Radioactive Contamination Clause in Section II.

* * *

36. The 1970-1973 and 1973-1976 policies contain the following language:

SUPPLEMENTARY COVERAGES AGAINST ADDITIONAL PERILS

* * *

This Policy also covers any direct loss or damage to the herein insured property caused by the perils hereinafter defined:

* * *

LIMITED RADIOACTIVE CONTAMINATION

11. Sudden and accidental radioactive contamination including resultant radiation damage in excess of \$5,000 for each occurrence resulting directly from any other peril(s) insured against by this Policy provided such radioactive contamination arises from materials used or stored or from processes conducted on the described premises, and provided at the time of loss there is neither a nuclear reactor nor any used nuclear fuel on the described premises.

37. The 1976-1979 and 1979-1981 policies contain the following language:

SUPPLEMENTARY COVERAGES AGAINST ADDITIONAL PERILS

* * *

This Policy also covers any direct loss or damage to the herein insured property caused by the perils hereinafter defined:

* * *

RADIOACTIVE CONTAMINATION

12. Sudden and accidental Radioactive Contamination, including resultant radiation damage in excess of \$5,000 for each occurrence, from material used or stored or from processes conducted on the described premises, provided that at the time of such loss there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the described premises.

38. For the period February 1, 1980 to February 1, 1981, the 1979-1981 policy contains the following language:

PERILS INSURED AGAINST

* * *

This Policy covers any direct loss or damage as defined and limited herein and elsewhere in this Policy to the herein insured property caused by the perils hereinafter defined:

* * *

RADIOACTIVE CONTAMINATION

14. Sudden and accidental Radioactive Contamination, including resultant radiation damage in excess of \$5,000 for each occurrence, from material used or stored or from processes conducted on the described premises, provided that at the time of such loss there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the described premises.

39. Allendale first received notice of Safety Light's claim on or about April 8, 1991, when it received a letter from Safety Light's counsel dated April 2, 1991, a copy of which is attached as Exhibit "F" hereto.

40. According to Safety Light's counsel, its claim under the Allendale policies is for the cost of complying with the Nuclear Regulatory Commission's requirement that Safety Light remediate certain radioactive contamination at Safety Light's Almedia, Pennsylvania plant, which a Safety Light consultant estimates will total \$13,745,165.

41. According to Safety Light, the peril insured under the Allendale policies is radioactive contamination, and the contaminated property on the site includes surface and subsurface soils, certain underground silos and the material therein, water associated with certain wells and areas within many of the buildings, as set forth in a number of reports which were provided by Safety Light to Allendale in 1998. Safety Light has advised Allendale, however, that its claim does not include the cost of remediating any alleged damage to land or groundwater.

42. At the time it notified Allendale of its claim, Safety Light was engaged in litigation against certain of its liability insurers in connection with activities attributed to United

States Radium's former operation of a radium processing facility in New Jersey. United States Radium's claim in that matter was subsequently amended to include the NRC claim in connection with, inter alia, the Almedia, Pennsylvania facility.

43. Safety Light's counsel advised Allendale, in May, 1991, that, despite having made a claim against Allendale, Safety Light did not contemplate pursuing the claim "at any point in the near future", given the pendency of its claims against its various third-party insurers.

44. Safety Light and Allendale, at Safety Light's request, subsequently entered into a Standstill and Tolling Agreement dated June 5, 1991, a copy of which is attached as Exhibit "G" hereto, by which it was agreed, inter alia, that each party reserved its rights against the other; that neither party would institute suit against the other during the period of the Agreement; that no period of limitation, whether contractual or statutory, on any suit would run during the period of effectiveness of the Agreement; and that the Agreement would not affect any waiver, estoppel or time bar which existed prior to April 2, 1991.

45. By letter dated June 16, 1998, a copy of which is attached as Exhibit "H" hereto, Safety Light's counsel provided Allendale with written notice of Safety Light's decision to terminate the Standstill and Tolling Agreement, and Allendale thereafter investigated Safety Light's claim.

46. Safety Light submitted, by its counsel's letter dated February 22, 1999, a copy of which is attached as Exhibit "I" hereto, what it termed a "Proof of Loss" in connection with its claim; Allendale did not receive this letter until March 25, 1999.

47. By letter dated June 29, 1999, a copy of which is attached as Exhibit "J" hereto, Allendale denied Safety Light's claim.

COUNT I

48. Allendale incorporates the allegations of paragraphs 1 through 47 above as though the same were set forth fully herein.

49. In 1969, the Atomic Energy Commission directed United States Radium to remove the radioactive contamination which is the subject of the instant claim from the site.

50. In February, 1979, the Atomic Energy Commission's successor, the Nuclear Regulatory Commission, again ordered United States Radium to remove the radioactive contamination which is the subject of the instant claim from the site.

51. In March, 1989, the Nuclear Regulatory Commission ordered United States Radium's successor, Safety Light, which has represented itself to Allendale as "the renamed United States Radium Corporation", to remove the radioactive contamination which is the subject of the instant claim from the site.

52. United States Radium knew, prior to the inception date of the first of the Allendale policies, that the radioactive contamination of the property for which its successor Safety Light now makes claim existed, that the contaminated property was hazardous and that it had been and would be required to take action to remove the contamination.

53. Safety Light's claimed loss was not fortuitous, i.e., it did not result from a risk of loss, and it is therefore not subject to coverage under any of the Allendale policies.

WHEREFORE, plaintiff Allendale Mutual Insurance Company requests that the Court declare that there is no coverage under any of the Allendale policies for Safety Light's claim and that it be awarded such other and further relief as may be just and appropriate.

COUNT II

54. Allendale incorporates the allegations of paragraphs 1 through 53 above as though the same were set forth fully herein.

55. The Allendale policies require, inter alia, that Safety Light "shall give immediate written notice to [Allendale] of any loss. . .".

56. To the extent that Safety Light or its predecessor, United States Radium, suffered loss, such loss took place at the time it disposed of radioactively-contaminated material at the site, from approximately 1948 through at least 1968.

57. United States Radium knew, at all times during which it disposed of radioactively-contaminated material at the site, that its disposal practices were causing contamination of its property and loss from such contamination, and its notice obligation arose at those times.

58. The Atomic Energy Commission notified United States Radium that it required remediation of the property in 1969; and the Nuclear Regulatory Commission reiterated its requirement that the property be decontaminated in 1979 and in its March, 1989 Order.

59. Even if notification by regulatory authorities, rather than loss itself, triggered Safety light's obligation to provide notice under the Allendale policies, which Allendale denies, Safety Light failed to provide Allendale with the requisite immediate written notice of the loss.

60. Safety Light's failure to provide the requisite immediate written notice to Allendale of its loss has resulted in prejudice to Allendale.

61. Because Safety Light failed to comply with the Allendale policies' notice requirements, there is no coverage for Safety Light's claim.

WHEREFORE, plaintiff Allendale Mutual Insurance Company requests that the Court declare that there is no coverage under any of the Allendale policies for Safety Light's claim and that it be awarded such other and further relief as may be just and appropriate.

COUNT III

62. Allendale incorporates the allegations of paragraphs 1 through 61 above as though the same were set forth fully herein.

63. The Allendale policies provide that "[n]o suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity . . . unless commenced within twelve months next after inception of the loss."

64. To the extent that Safety Light or its predecessor, United States Radium, suffered loss, the inception of such loss took place at the time it disposed of radioactively-contaminated material at the site, from approximately 1948 through at least 1968, and the Allendale policies' suit limitation period on Safety Light's claimed loss began running sometime prior to 1969 and expired sometime prior to 1970.

65. Assuming that there was no loss to Safety Light until the Atomic Energy Commission required remediation of the property in 1969, which Allendale denies, the Allendale policies' suit limitation period on Safety Light's claimed loss began running in 1969 and expired one year later, in 1970.

66. Assuming that there was no loss to Safety Light until the Nuclear Regulatory Commission again required remediation of the property in 1979, which Allendale denies, the Allendale policies' suit limitation period began running in 1979 and expired one year later, in 1980.

67. Assuming that there was no loss to Safety Light until the NRC required remediation of the property for the third time in March, 1989, which Allendale denies, the policies' suit limitation period began running on that date and expired one year later, i.e., on March 16, 1990, more than one year before Safety Light's counsel notified Allendale of Safety Light's claim.

68. Because Safety Light breached the suit limitation provision of the Allendale policies, suit by Safety Light on its claim against Allendale is barred.

WHEREFORE, plaintiff Allendale Mutual Insurance Company requests that the Court declare that there is no coverage under any of the Allendale policies for Safety Light's claim and that it be awarded such other and further relief as may be just and appropriate.

COUNT IV

69. Allendale incorporates the allegations of paragraphs 1 through 68 above as though the same were set forth fully herein.

70. The Allendale policies provide coverage for direct loss to covered property by the perils described in the policies.

71. None of the perils named in the policies is implicated in Safety Light's claimed loss.

72. Each of the Allendale policies excludes coverage for radioactive contamination.

73. In the case of the first two Allendale policies, for the periods 1970-1973 and 1973-1976, the policies provide coverage for direct loss or damage to insured property caused by "sudden and accidental radioactive contamination which results directly from other perils insured

against" by the policies, which is limited to such contamination arising "from materials used or stored or from processes conducted on the [insured] premises."

74. There was no direct loss or damage to insured property from any "other peril insured against" by the Allendale policies during those policy periods, and there is therefore no possibility of coverage for "sudden and accidental radioactive contamination" under those policies, and therefore no coverage under those policies for Safety Light's claimed loss.

75. The Allendale policies which were in effect from 1976-1979 and 1979-1981 provide coverage for direct loss or damage to insured property from "sudden and accidental radioactive contamination."

76. There was no direct loss or damage to insured property from any peril insured against by the Allendale policies during those policy periods, including but not limited to "sudden and accidental radioactive contamination," and there is therefore no coverage under those policies for Safety Light's claimed loss.

WHEREFORE, plaintiff Allendale Mutual Insurance Company requests that the Court declare that there is no coverage under any of the Allendale policies for Safety Light's claim and that it be awarded such other and further relief as may be just and appropriate.

COUNT V

77. Allendale incorporates the allegations of paragraphs 1 through 76 above as though the same were set forth fully herein.

78. The Allendale policies' coverage for debris removal is limited to "debris remaining after any loss . . . insured against" under the Allendale policies.

79. Safety Light has not identified any loss for which the Allendale policies provide coverage.

80. There is no coverage under the Allendale policies' debris removal provisions for any aspect of Safety Light's claimed loss.

WHEREFORE, plaintiff Allendale Mutual Insurance Company requests that the Court declare that there is no coverage under any of the Allendale policies for Safety Light's claim and that it be awarded such other and further relief as may be just and appropriate.

COUNT VI

81. Allendale incorporates the allegations of paragraphs 1 through 80 above as though the same were set forth fully herein.

82. According to Safety Light, it suffered a compensable loss when the Nuclear Regulatory Commission required remediation of the Almedia property.

83. The Nuclear Regulatory Commission has responsibility for, inter alia, licensing and regulating the possession and use of "by-product material", i.e., radioactive materials used in industrial applications, medical diagnosis and treatment and applied research and development.

84. The Nuclear Regulatory Commission's requirement that Safety Light remediate the property was based on its regulation of the possession and use of "by-product material" such as the radioactive contaminants on the Safety Light property, and Safety Light's loss therefore arose out of a law or ordinance which regulates use of property on the premises, and not out of any peril for which coverage is provided under any of the Allendale policies.

85. Loss which arises out of any law or ordinance which regulates use of property on the premises is excluded under the Allendale policies for the periods from 1973 to 1981, and is not covered under any of the Allendale policies.

WHEREFORE, plaintiff Allendale Mutual Insurance Company requests that the Court declare that there is no coverage under any of the Allendale policies for Safety Light's claim and that it be awarded such other and further relief as may be just and appropriate.

COUNT VII

86. Allendale incorporates the allegations of paragraphs 1 through 85 above as though the same were set forth fully herein.

87. The Allendale policies provide coverage for certain consequential damage, provided, inter alia, that such damage arises out of direct damage to the insured property by a peril insured against by the policies.

88. Because there was no direct damage to covered property by reason of any peril insured against by any of the Allendale policies, there is no coverage under any of the Allendale policies for consequential damage arising out of any aspect of Safety Light's claimed loss.

WHEREFORE, plaintiff Allendale Mutual Insurance Company requests that the Court declare that there is no coverage under any of the Allendale policies for Safety Light's claim and that it be awarded such other and further relief as may be just and appropriate.

COUNT VIII

89. Allendale incorporates the allegations of paragraphs 1 through 88 above as though the same were set forth fully herein.

90. - None of the Allendale policies provides coverage for costs of defending Safety Light in connection with any claim of any kind, including but not limited to the Nuclear Regulatory Commission's Order of March 16, 1989, or any prior directive or order which, inter alia, required Safety Light to decontaminate the Almedia site.

WHEREFORE, plaintiff Allendale Mutual Insurance Company requests that the Court declare that there is no coverage under any of the Allendale policies for Safety Light's claim and that it be awarded such other and further relief as may be just and appropriate.

HECKER BROWN SHERRY AND JOHNSON

DATED: 6/29/99

BY: William H. Black, Jr.

William H. Black, Jr.
Atty. I.D. No. 32126
1700 Two Logan Square
18th & Arch Streets
Philadelphia, PA 19103
(215) 665-0400

Attorneys for Plaintiff
Allendale Mutual Insurance Company

17736-1

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555



MAR 16 1989

Docket Nos. 030-05980, 030-05982, 030-05981
030-08335, and 030-08444
License Nos. 37-00030-02, 37-00030-07E, 37-00030-08,
37-00030-09G, and 37-00030-10G
EA 89-29

Safety Light Corporation
ATTN: Jack Miller, President
4150-A Old Berwick Road
Bloomsburg, Pennsylvania 17815

Gentlemen:

Subject: ORDER MODIFYING LICENSES (EFFECTIVE IMMEDIATELY) AND
DEMAND FOR INFORMATION

Enclosed is an Order Modifying Licenses (Effective Immediately) requiring certain activities, including the preparation and implementation of a plan for both site characterization and decontamination of the Bloomsburg facility. In addition, enclosed is a Demand for Information requiring corporate officials from the successor corporations of U.S. Radium Corp. to submit certain information. We recognize that this information may have proprietary value. Therefore, should any corporation submitting information pursuant to this Order desire that such information not be made public, it should follow the procedures set forth in 10 CFR 2.790. In accordance with that regulation, a copy of this letter and the enclosed Order will be placed in the NRC's Public Document Room.

The responses directed by the accompanying Order are not subject to the clearance of the Office of Management and Budget, as required by the Paperwork Reduction Act of 1980, PL 96-511.

Sincerely,


Hugh L. Thompson, Jr.
Deputy Executive Director for
Nuclear Materials Safety, Safeguards
and Operations Support

Enclosures:

1. Order Modifying License
and Demand for Information
2. Environmental Evaluation of the
Safety Light Corporation Site,
Bloomsburg, PA

cc: Geoffrey L. Beauchamp, Esq.

exhibit A



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

MAR 16 1989

Docket Nos. 030-05980, 030-05982, 030-05981
030-08335, and 030-08444
License Nos. 37-00030-02, 37-00030-07E, 37-00030-08,
37-00030-09G, and 37-00030-10G
EA 89-29

United States Radium Corporation
USR Industries, Inc.
USR Lighting, Inc.
USR Chemical, Inc.
USR Metals, Inc.
USR Natural Resources, Inc.
Lime Ridge Industries, Inc.
Metreal, Inc.
Pinnacle Petroleum, Inc.
ATTN: Ralph T. McElvenny, Chairman
550 Post Oak Blvd, Suite 550
Houston, Texas 77027

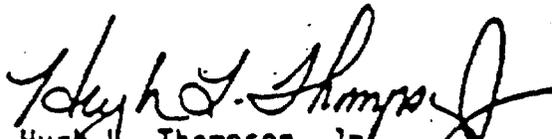
Gentlemen:

Subject: ORDER MODIFYING LICENSES (EFFECTIVE IMMEDIATELY) AND
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Sincerely,


Hugh U. Thompson, Jr.
Deputy Executive Director for
Nuclear Materials Safety, Safeguards
and Operations Support

United States Radium Corp, et al

Enclosures:

1. Order Modifying License
and Demand for Information
2. Environmental Evaluation of the
Safety Light Corporation Site,
Bloomsburg, PA

cc: Geoffrey L. Beauchamp, Esq.

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

In the Matter of:

Safety Light Corporation
United States Radium Corporation
USR Industries, Inc.
USR Lighting, Inc.
USR Chemical, Inc.
USR Metals, Inc.
USR Natural Resources, Inc.
Lime Ridge Industries, Inc.
Metreal, Inc.;
Pinnacle Petroleum, Inc.
and all other successor
corporations to either USR
Industries or U.S. Radium Corp.
(herein referred to as the
Corporations)

Docket Nos. 030-05980
030-05982
030-05981
030-08335
030-08444

License Nos. 37-00030-02
37-00030-08
37-00030-07E
37-00030-09G
37-00030-10G

EA 89-29

ORDER MODIFYING LICENSES (EFFECTIVE IMMEDIATELY)
AND DEMAND FOR INFORMATION

I

Safety Light Corporation (Safety Light) is the named licensee on Byproduct Material License Nos. 37-00030-02, 37-00030-08, 37-00030-07E, 37-00030-09G, and 37-00030-10G, issued by the Nuclear Regulatory Commission (NRC).

License No. 37-00030-02 authorizes the possession, storage, and use of any byproduct material for purposes of decontamination, cleanup, and disposal of equipment and facilities previously used for manufacturing, research and development in operations performed at the facility located at 4150-A Old Berwick Rd., Bloomsburg, PA (the Bloomsburg facility). License No. 37-00030-02 was originally issued on June 20, 1956 and was last renewed on January 25, 1979. This license has been under timely renewal since February 29, 1984.

License No. 37-00030-08 authorizes the licensee to conduct research and development and to manufacture various devices containing tritium. License No. 37-00030-08 was originally issued on August 5, 1969, and was last renewed on

January 6, 1983. This license has been under timely renewal since December 31, 1987. The above licenses permit use of material only at facilities at 4150-A Old Berwick Road, Bloomsburg, Pennsylvania (the Bloomsburg facility).

License No. 37-00030-07E authorizes the distribution of timepieces, hands and dials to which luminous paint containing tritium is applied, to persons exempt from NRC licensing pursuant to 10 CFR 30.15. License No. 37-00030-07E was originally issued on April 16, 1965 and was last renewed on May 27, 1986. This license expires on April 30, 1991.

License No. 37-00030-09G authorizes the distribution of luminous devices containing tritium to persons generally licensed pursuant to 10 CFR 31.5. License No. 37-00030-09G was originally issued on January 13, 1966 and was last renewed on October 24, 1983. This license has been under timely renewal since October 31, 1988.

License No. 37-00030-10G authorizes the distribution of sealed self-luminous sources to persons generally licensed pursuant to 10 CFR 31.7. License No. 37-00030-10G was originally issued on December 13, 1971 and was last renewed on April 22, 1985. This license expires on April 30, 1990.

II

On January 21, 1981, the NRC received notification that the NRC licensee known as United States Radium Corporation (U.S. Radium), the prior licensee on all of the above licenses, had changed its name to Safety Light Corporation.

There was no indication at that time that the change involved any ownership or organizational changes. Consequently, routine administrative license amendments changing the corporate name from U.S. Radium Corporation to Safety Light Corporation were issued on March 31, 1982 to modify License No. 37-00030-08; and on January 20, 1983 to modify License Nos. 37-00030-02, 37-00030-07E, 37-00030-09G, and 37-00030-10G.

III

As early as 1983, the NRC sought clarification from Safety Light concerning corporate transactions that potentially could affect cleanup responsibility. Specifically, the letter that transmitted NRC Inspection Report 83-01, dated September 22, 1983, sought clarification, based upon inspections at the Bloomsburg facility, of the effects of an apparent corporate transfer of licensed activity. Safety Light's November 11, 1983 response to the request in the September 22, 1983 letter appears both incomplete and misleading in that it is silent on the details of the May 16, 1980 Agreement and Plan of Merger between U.S. Radium Corporation and USR Industries, Inc. and a July 11, 1980 U.S. Radium letter to its stockholders ("the 1980 Plan"). In its response, Safety Light refers back to the administrative name change processed in response to its January 21, 1981 submittal and affirmatively states that there were no organizational changes made due to the name change.

Since that time, the NRC has obtained and reviewed the 1980 plan. Based upon a review of the 1980 Plan, it now appears U.S. Radium merged with USR Industries, Inc. (Industries). It specifically appears that the former NRC

licensee known as U.S. Radium Corporation, through its officers and directors, had also created the new corporation, known as USR Industries, Inc. After merging with Industries, the former U.S. Radium became a wholly-owned subsidiary of Industries, and then changed the name of the segregated NRC activities to Safety Light Corporation. Industries also transferred all its non-licensed assets and business to five other newly created corporations (USR Lighting, Inc.; USR Chemicals, Inc.; USR Metals, Inc.; Metreal, Inc.; and USR Natural Resources, Inc.), then wholly owned subsidiaries of USR Industries. Pinnacle Petroleum, Inc. is apparently another subsidiary of Industries. Thereafter, Safety Light Corporation, which had the activities authorized by NRC, was sold to Lime Ridge Industries, Incorporated, a corporation created by former employees of Industries and U.S. Radium.

IV

Neither prior notice to the NRC was given, nor NRC approval obtained, regarding the 1980 restructuring and subsequent sale or the full circumstances of the transfer of the NRC license, in violation of Section 184 of the Atomic Energy Act and 10 CFR 30.34(b), which prohibit the transfer of a license, either directly or indirectly, unless the NRC, after securing full information, gives its consent in writing. It further appears from the 1980 Plan that these corporate transactions were a deliberate attempt to isolate the liability and responsibility for cleanup of the Bloomsburg facility (discussed below) from other, presumably more profitable, aspects of U.S. Radium's, and later Industries', business ventures.

Neither U.S. Radium, USR Industries, nor any of their successor corporations or subsidiaries can avoid responsibility and liability for the cleanup of the Bloomsburg facility through the unlawful transfer of an NRC license, i.e., a transfer without the consent of the NRC, after full disclosure. Therefore, each of the corporations referred to in the caption of this Order ("Corporations") is, and remains, jointly and severally liable and responsible for the cleanup of the Bloomsburg facility and for the conduct of all other activities on that site that require an NRC license.

On April 20, 1988, following renewed concerns with cleanup issues at the site, the NRC again sought clarification of the relationships among the various corporations with apparent interests in the Bloomsburg facility and the role that each would play in the cleanup of that site. In stark contrast to the January 21, 1981 and November 11, 1983 submittals, Industries' June 24, 1988 response concedes that the name change was made concurrently with a corporate reorganization, although even the June 24, 1988 response fails to state that one purpose of the reorganization apparently was to limit liability, as stated in the July 11, 1980 U.S. Radium letter to its stockholders. Consequently, Safety Light's January 21, 1981, November 11, 1981, and June 24, 1988 submissions to the NRC were incomplete and inaccurate in material respects.

v

In addition to the foregoing, the soil and groundwater at the Bloomsburg facility have become radioactively contaminated as a result of past operations at the

facility. The principal radionuclides are tritium, strontium-90 and radium-226. The levels exceed NRC limits that would permit unrestricted access to the site. Tritium has also been detected in groundwater off-site in the well of a nearby house. Although the tritium in that well is not yet above drinking water limits set by the U.S. Environmental Protection Agency, further off-site contamination is likely to occur over time due to the movement of groundwater and soil erosion. Pits on the site contain unknown types and quantities of radioactive material that pose a potential threat to the health and safety of employees and any others on the site. Access to the site by the public is not restricted and members of the public have been and may be present. Therefore, access needs to be restricted and decontamination of the facility and real estate is required and must commence immediately.

VI

Prior to the numerous transactions set forth above, on January 25, 1979, the NRC amended License No. 37-00030-02 to include License Condition 14 to require a nine-month plan for implementing specified decontamination activities submitted earlier in a U.S. Radium letter dated October 23, 1978. This letter also stated that a schedule would be developed for decontamination activities beyond the activities specified in the decontamination plan. Condition 13 of License No. 37-00030-02 required U.S. Radium to provide the NRC with a report on the status of decontamination efforts and a schedule of work for 12 month periods beginning July 1, 1979. The NRC's inspection of the Bloomsburg facilities on November 12, 1986 and the site contamination survey provided in a letter to the NRC dated February 6, 1987 indicate that the specified decontamination activities were

while Safety Light has provided a report of

environmental monitoring each year since 1983, Safety Light has not provided the NRC with the required report on the status of decontamination efforts and schedule of work since License Condition 13 was added to the license.

As a result, by letter dated April 20, 1988, Safety Light, Industries, and all other apparent successor corporations to U.S. Radium were requested to provide a decommissioning plan for the site which would permit the release of the site for unrestricted use. This decommissioning plan was to provide for a final radiological survey that would include all areas where licensed material has been used, stored, or buried. The decontamination of the site was permitted to be gradual, extending over a period of ten years, but was to commence within twelve months.

No substantive responses were made to these requests for a plan. By now, the NRC would have expected to have observed action to satisfy the foregoing license conditions. On July 8, 1988, the NRC inspected the Bloomsburg facility and confirmed that there was no current effort underway to decontaminate the facility. This failure to commence the required decontamination constitutes a willful violation of an NRC requirement. As stated above, the NRC considers all corporate successors of U.S. Radium jointly and severally liable for site cleanup and all other activities requiring a license.

Under the terms of Conditions 13 and 14 of License No. 37-00030-02, as well as the NRC's April 20, 1988 letter, these corporations were put on clear notice that decontamination was necessary and required, and were given ample opportunity to submit proposed milestones and plans for decontamination. Rather

than formulate and implement a decommissioning plan in response to the 1979 license conditions, it now appears U. S. Radium reorganized in a deliberate attempt to limit liability and responsibility for cleanup. Despite repeated efforts by the NRC to get U. S. Radium and its successors, including but not limited to Safety Light, to take steps to initiate meaningful decontamination efforts at the Bloomsburg facility, these steps have not been taken. The presence of considerable known contamination, coupled with the uncertain extent of that and other, as yet unknown, contamination requires that action be taken immediately to survey, stabilize, and clean up the site.

In order to ensure that the Corporations provide adequate resources to evaluate, plan, and implement decontamination efforts with proper radiological safety procedures, I have determined that specific decontamination requirements and milestones are necessary and that decontamination needs to begin expeditiously so as to minimize any threat to public health and safety. As a result of the failure of U.S. Radium and its successors to comply with Section 184 of the Atomic Energy Act and 10 CFR 30.34(b), the successor corporations remain subject to the jurisdiction of the NRC. In view of the corporations' apparently willful failure to fully meet the terms of Section 184 of the Atomic Energy Act and 10 CFR 30.34(b), as well as other conditions in the license, though given opportunity to do so, and their incomplete and inaccurate statements to the NRC, and in view of the need to expeditiously begin decontamination to minimize any threat to public health and safety, I have determined that the NRC lacks reasonable assurance that site characterization and decontamination of the Bloomsburg facility will be initiated and completed in an orderly and timely fashion to ensure that the health and safety of the public, including current

employees and adjoining landowners, will be protected. This is particularly so in light of the apparent financial inability of any one successor corporation to U. S. Radium to clean up the Bloomsburg facility. Accordingly, the public health, safety and interest require that the actions specified by Section VII of this Order commence immediately. For these reasons and pursuant to 10 CFR 2.204, no prior notice is required, and this Order is immediately effective.

VII

In view of the foregoing, and pursuant to Sections 81, 161b, 161c, 161i, 161o, 182, 184 and 186 of the Atomic Energy Act of 1954, as amended, and the Commission's regulations in 10 CFR 2.204 and 10 CFR Parts 30 and 32, IT IS HEREBY ORDERED, EFFECTIVE IMMEDIATELY, THAT LICENSE NOS. 37-00030-02, -08, -07E, -09G and -10G ARE MODIFIED AS FOLLOWS:

- A. Within 90 days from the date of this Order, Safety Light Corporation shall post the premises as required by 10 CFR Part 20 and shall control access to all contaminated areas at the Bloomsburg facility by a fence or other suitable means so as to create a restricted area, as defined in 10 CFR Part 20.
- B. Within 45 days from the date of this Order, all Corporations shall jointly submit, to the Regional Administrator, NRC, Region I, for his review and approval, a joint plan to characterize the radioactivity at the Bloomsburg site. The plan shall describe in detail how a complete radiological and geohydrological survey of all facilities and of the surrounding surface

and subsurface soil and groundwater will be conducted in order to fully determine the radionuclide concentrations and their lateral and depth profiles, as well as their movement in the groundwater and soil. The surveys shall be sufficient to develop a complete plan for decontamination/removal operations necessary to permit unrestricted access to the site. The plan shall include, but not be limited to, provisions to address the issues contained in the 1988 NRC Environmental Evaluation of the Safety Light Corporation Site, Bloomsburg, Pennsylvania. Particular attention shall be given to identifying areas of the site that should be given priority in the site decontamination activities. The joint plan shall provide a schedule, with milestones, for completion of the site characterization within 180 days. The plan shall specify the amount of funds that each of the Corporations is to provide for implementation of the plan. Any corporation that does not agree with the joint plan may submit an individual plan, with a statement explaining the reasons for disagreement with the joint plan. A corporate officer, not lower than the President, from each of the Corporations shall certify, under oath or affirmation, to the accuracy of the information contained in the site characterization plan and to the intent on behalf of the corporation to implement the plan.

- C. Within 180 days from the date the Regional Administrator approves the site characterization plan required by Section VII.B. of this Order, all Corporations shall jointly submit, to the Regional Administrator, NRC, Region I, for his review and approval, a single report that contains a complete radiological characterization of the site, with a description of the location and level of all sources of radiation and contamination, including non-

radiological hazards. A corporate officer, not lower than the President, for each of the Corporations shall certify, under oath or affirmation, to the accuracy of the information contained in the site characterization report.

D. Within 30 days from the date the Regional Administrator approves the site characterization report required by Section VII.C. of this Order, all Corporations shall jointly submit to the Regional Administrator, NRC, Region I, for his review and approval, a single decontamination plan with a timetable for specific decontamination activities (milestones) and transfer of contaminated waste. The plan shall include the rationale for the priorities established and specify the amount of funds that each of the Corporations is to provide for implementation of the plan. Any Corporation that does not agree with the joint plan may submit an individual plan, with a statement explaining the reasons for disagreement with the joint plan. A corporate official, not lower than the President, from each of the Corporations shall certify, under oath or affirmation, to the accuracy of the decontamination plan, and to the intent on behalf of the Corporation to implement the plan.

E. Following the Regional Administrator's approval of the decontamination plan required by Section VII.D. of this Order, a corporate officer, not lower than the President, from each of the Corporations shall submit, within 15 days of the end of each calendar quarter, a status report, under oath or affirmation, to the Regional Administrator of NRC, Region I, stating:

1. The progress that has been made toward carrying out the decontamination plan during the previous calendar quarter. In the event that a milestone set forth in the decontamination plan submitted in response to Section VII.D. is not met during the period covered by the report, the report shall indicate: (1) the date by which the milestone is expected to be accomplished; (2) the reason for the failure to meet the milestone; and (3) the impact that the failure to meet the milestone will have on the decontamination plan and schedule;
 2. The actions under the decontamination plan that are expected to be accomplished within the next calendar quarter; and,
 3. The financial resources available during the period covered by the report, including but not limited to revenue, costs and expenses, net losses or profits, and sums expended on decontamination of the Bloomsburg facility.
- F. No Corporation named herein shall either abandon or transfer the Bloomsburg facility, until the NRC has confirmed that a successful decontamination of the Bloomsburg facility has been completed.

VIII

The licensee, the Corporations, or any person adversely affected by this Order may request a hearing within 30 days of the date of its issuance. Any answer to this Order or request for a hearing shall be addressed to the Director,

Control Desk, Washington, DC 20555, with a copy to the Assistant General Counsel for Enforcement, Office of the General Counsel, at the same address, and to the Regional Administrator, NRC Region I, 475 Allendale Road, King of Prussia, Pennsylvania 19406. If a hearing is requested by the licensee or the Corporations, the Commission will issue an Order designating the time and place of hearing. If a hearing is held, the issue to be considered at the hearing shall be whether this Order should be sustained. If a person other than the licensee or the Corporations requests a hearing, that person shall set forth with particularity the manner in which the petitioner's interest is adversely affected by this Order and should address the criteria set forth in 10 CFR 2.714(d). An answer to this Order or request for hearing shall not stay the immediate effectiveness of this Order. Upon the failure of the licensee or other Corporations herein named to answer or request a hearing within the time specified, this Order shall be final without further proceedings.

IX

Further information is needed to determine whether the Commission can have reasonable assurance that future activities at the Bloomsburg facility can be conducted in accordance with the Commission's requirements and the terms of this Order.

Accordingly, to determine whether the licenses should be further modified, suspended or revoked, or other enforcement action taken to ensure compliance with NRC regulatory requirements, within 30 days from the date of this Order, a corporate official, not lower than the President, for each of the Corporations shall state in writing, under oath or affirmation, or where appropriate submit,

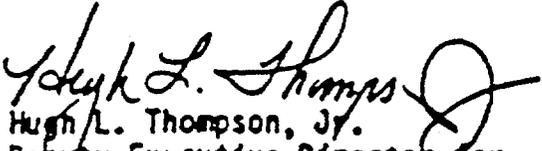
pursuant to Sections 161c and 182 of the Atomic Energy Act of 1954, as amended, and 10 CFR Parts 30 and 32, answers to the following DEMAND FOR INFORMATION:

- A. Describe the extent to which the decontamination of the Bloomsburg facility was considered, if at all, and by whom, in determining the nature of the reorganizations and transfers discussed in this Order.
- B. Copies of all contracts, agreements, deeds, or other instruments of conveyance, between any of the Corporations or individuals concerning responsibility for cleanup of the Bloomsburg site.
- C. For each Corporation, copies of all annual financial statements, including but not limited to, balance sheets showing all assets and liabilities and profit and loss statements, for the three years prior to this Order.
- D. For each Corporation, copies of all quarterly financial statements, including but not limited to, balance sheets showing all assets and liabilities and profit and loss statements, for the four quarters prior to this Order.
- E. For each Corporation, copies of all annual Federal tax returns for the three tax years prior to this Order.
- F. A listing of the names of all individuals or corporations owning at least 10% of the stock in any Corporation, indicating each owner's address, the number of shares owned, and the total number of shares outstanding.

X

The Regional Administrator of NRC Region I may, in writing, relax or rescind any provision of this Order or Demand for Information upon the showing, in writing, of good cause.

FOR THE NUCLEAR REGULATORY COMMISSION


Hugh L. Thompson, Jr.
Deputy Executive Director for
Nuclear Materials Safety, Safeguards,
and Operations Support

Dated at Rockville, Maryland
this 6th day of March 1989

Account No. 1-70731 Policy No. 74089
Sheet No. A-1

Title of Insured: UNITED STATES RADIUM CORPORATION

Any changes in Title, Amount of Insurance, Rate, or Premium Deposit effected subsequent to the commencement date of this Policy shall be considered as applying on the face of this Policy from the date such change is effected.

Losses adjusted with: Insured

Any return premium deposit accruing under this Policy shall be paid to Johnson & Higgins of Pennsylvania, Inc.

MFB MUTUAL INSURANCE COMPANY

(CANCELLED 2- 9-70 - Amend. No. 1)

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 2 shall be payable to the Insured and New England Mutual Life Insurance Company, c/o Peter F. Pasbjerg & Company, Inc., 18 Beaver Street, Newark, New Jersey, 07102, under Loan No. P-1808,

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

MFB MUTUAL INSURANCE COMPANY

..... Authorized Signature

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 4 shall be payable to the Insured and Mutual Benefit Life Insurance Company, 520 Broad Street, Newark, New Jersey, 17101,

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

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MFB MUTUAL INSURANCE COMPANY

.....Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74086

(Section A) Sheet No. A-3A

Effective February 9, 1970

The attached is a true copy or duplicate original of Master Policy # 74089, except that it carries duplicates of only such riders, forms, attachments and endorsements (which are attached to said Master Policy) as relate and apply to the specific property on which The Mutual Benefit Life Insurance Company holds the first mortgage, know as (Insured premises:) Corner of Horsehill Road and East Hanover Avenue & Hanover Township, New Jersey

Insuror hereby agrees that said Master Policy will not be cancelled, reduced or limited:

- (a) in amount and types of coverage respecting the aforesaid location, and/or
- (b) as to the interest of said first mortgagee

except upon 10 days prior written notice to The Mutual Benefit Life Insurance Company of intent to do so.

November 25, 1970
Date

M F B Mutual Insurance Co.
Name of Insuror

February 9, 1970
Effective date of endorsement

By: _____
Signature of Agent of Insuror

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location
No. 3
~~No. 1~~ shall be payable to the Insured and Morris County Savings
Bank, 21 South Street, Morristown, New Jersey,

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

MFB MUTUAL INSURANCE COMPANY

..... Authorized Signature

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 7 shall be payable to the Insured and New England Mutual Life Insurance Company, c/o Peter F. Pasbjerg & Company, Inc., 18 Beaver Street, Newark, New Jersey, 07102, under Loan No. P-1808,

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

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MFB MUTUAL INSURANCE COMPANY

.....Authorized Signature

Effective February 28, 1970

(CANCELLED - 2-28-70 - Amend. No. 7)

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 5 shall be payable to the Insured and The First National Bank, 22 South Street, Morristown, N.J. 07960 as first

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

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MFB MUTUAL INSURANCE COMPANY

.....Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
(Section A) • Sheet No. A-7
Effective - February 28, 1970
Amendment No. 7

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 5 shall be payable to the Insured and The First National Iron Bank, 22 South Street, Morristown, New Jersey 07960 as first

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

MFB MUTUAL INSURANCE COMPANY

..... Authorized Signature

This Policy provides insurance against Physical Damage to property of the Titled Insured, including the Insured's interest in Improvements and Betterments, and insurance against Business Interruption loss, when such loss or damage is caused by the perils herein insured against, except loss to any property specifically excluded.

The Standard Conditions applicable to Physical Damage are shown in the pages designated "5-C-D-1" and those applicable to Business Interruption are shown in the pages designated "T-8 & T-12" and 5-C-SP-1".

This Policy provides Blanket Insurance in the latest grand total amount indicated below at the locations described on the following sheets except as specifically restricted or limited. The amounts and premium deposits indicated under the locations are for accounting purposes only except that no liability is assumed by this Policy at any location for coverages under which a zero amount of insurance or premium deposit is currently indicated at that location.

AMENDMENT NO.		TOTAL AMOUNT & PREMIUM							
CODE		AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
EFFECTIVE	CHANGE	NEW AMOUNT	ABSORBED	CHANGE			NEW AMOUNT		
GRAND TOTAL ALL COVERAGES									
0	11 2- 9-70			8,195,000					54,001
2	27 5- 1-70	- 555,000		7,640,000		125	- 3,470		50,531
3	14 5- 1-70	+2,090,000		9,730,000			+12,449		62,980
4	14 8- 1-70	+3,906,000		13,636,000			+44,359		107,339
8	26 2- 1-71	Rate Reduced	- Loc. No. 1			---	= 45		107,294
9	27 2- 1-71	-3,255,000		10,381,000			-23,722		83,572
10	12 2- 1-71	Rate Increased	- Loc. Nos. 1 & 8			---	+ 3,841		87,413
11	14 2- 1-71	+ 530,000		10,911,000			+ 6,088		93,501
13	27 2- 1-72	- 41,000		10,870,000		---	- 181		93,320
4	14 2- 1-72	+1,031,000		11,901,000			+ 8,147		101,467
15	27 2- 1-72	- 414,000		11,487,000			= 2,365		99,102
16	14 2- 1-72	+ 86,000		11,573,000			+ 838		99,940
SUB-TOTALS - For Information Purposes Only -									
PHYSICAL DAMAGE				8,348,000					73,570
BUSINESS INTERRUPTION				3,175,000					25,800
XTRA EXPENSE				50,000					570

PROPERTY - PERSONAL MISCELLANEOUS UN-NAMED LOCATIONS RISK NO. 00920
 Location No. 1

On Property located in the United States.

Excludes - Property in Transit.

Any other insurance not written upon the same plan, terms, conditions and provisions as the insurance covering this location shall be considered as Non-concurrent. This location does not cover any property otherwise insured by this Company.

LIMIT OF LIABILITY under this Policy for any one loss at any geographic location under this "Miscellaneous Un-Named Locations" equals \$50,000.

AMENDMENT NO.		11-A-0-8-0-60-081-31-01-920-1-06-00-2-L							
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS			
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT	
A)	PHYSICAL DAMAGE - Replacement Value - \$1,000 Deductible								
0	11	2- 9-70		90,000	1.32	Al.2			1,188
8	26	2- 1-71	Rate Reduced to -		1.27	Al.2	---	-	45
9	27	2- 1-71	-	54,000	1.27	Al.2	---	-	686
14	14	2- 1-72	+ 3,000	39,000	1.27	Al.2		+	38
									495
AMENDMENT NO.		31-B-0-8-0-60-081-31-01-920-1-06-00-1-L							
3)	BUSINESS INTERRUPTION - 50% Actual Value - \$1,000 Deductible								
0	11	2- 9-70		10,000	1.23	Al.2			123
10	12	2- 1-71	Rate Increased to -		1.31	Al.2		+	8
10		2- 1-71	Value changed from Actual	to 50% Actual					131

PROPERTY - PERSONAL MISCELLANEOUS UN-NAMED LOCATIONS RISK NO. 00920
 Location No. 1-A

On Property located in Canada.

Excludes - Property in Transit.

This location does not cover any property otherwise insured or specifically excluded from coverage under any Policy of this Company covering the same interests.

LIMIT OF LIABILITY under this Policy for any one loss at any geographic location under this "Miscellaneous Un-Named Locations" equals \$36,000.
 Subject to 90% Co-Insurance - See Sheet No. C-3

AMENDMENT NO.		11-A-0-8-0-00-899-66-06-920-1-06-00-2-L						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
A)	PHYSICAL DAMAGE - 90% Replacement Value - \$1,000 Deductible							
11 14	2- 1-71	+	20,000	20,000	1.27	A1.2	+ 254	254
14 14	2- 1-72	+	6,000	26,000	1.27	A1.2	+ 76	330
14	2- 1-72	Limit of Liability changed from \$30,000 to \$36,000.						
AMENDMENT NO.		31-B-0-8-0-00-899-66-06-920-1-06-00-1-I.						
B)	BUSINESS INTERRUPTION - 50% Actual Value - \$1,000 Deductible							
11 14	2- 1-71	+	10,000	10,000	1.31	A1.2	+ 131	131

PROPERTY - PERSONAL

BROOKLYN, NEW YORK
 No. 3611 14th Avenue

RISK NO. 21674
 Location No. 2

"Halsey X-Ray Products, Inc."

Bounded by - (1) 37th Street (2) 15th Avenue (3) 36th Street (4) 14th Avenue

Includes - Interest of Sylvan Finishing Corporation.

AMENDMENT NO.		11-A-0-9-0-60-081-31-01-640-1-06-00-2-L						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
(A)	PHYSICAL DAMAGE - Replacement Value - \$1,000 Deductible							
0 11	2- 9-70		1,250,000	.86	A			10,750
2 27	5- 1-70	- 110,000	1,140,000	.86	A	34 -	946	9,804
1 14	2- 1-71	+ 110,000	1,250,000	.86	A		+ 946	10,750
4 14	2- 1-72	+ 173,000	1,423,000	.86	A		+ 1,488	12,238
		31-B-0-9-0-60-081-31-01-640-1-06-00-1-L						
(B)	BUSINESS INTERRUPTION - 50% Actual Value - \$1,000 Deductible							
0 11	2- 9-70		680,000	.679	A			4,617
3 14	5- 1-70	+ 190,000	870,000	.679	A		+ 1,290	5,907
9 27	2- 1-71	- 125,000	745,000	.679	A	---	- 849	5,058
4 14	2- 1-72	+ 155,000	900,000	.679	A		+ 1,052	6,110
5 27	2- 1-72	- 93,000	807,000	.679	A	-0-	- 631	5,479

PROPERTY - REAL & PERSONAL E. HANOVER TOWNSHIP, NEW JERSEY RISK NO. 31130.88
 Horsehili Road - north of Location No. 3
 East Hanover Avenue

"X-Ray Screen Division"

includes - Interest of Frederick Holding Company, as Building Owner, c/o William Blanchard, 199 Mountain Avenue, Springfield, New Jersey, 07081.

excludes - Office Building and its Contents.

AMENDMENT NO.		11-A-0-9-0-00-187-29-01-321-1-06-00-2-L						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
A)	PHYSICAL DAMAGE - Replacement Value - \$1,000 Deductible							
0	11	2- 9-70		485,000	.43	A		2,085
	14	5- 1-70	+	70,000	.43	A	+	301
	14	2- 1-71	+	35,000	.43	A	+	150
3	27	2- 1-72	-	29,000	.43	A	---	125
								2,411
AMENDMENT NO.		31-B-0-9-0-00-187-29-01-321-1-06-00-1-L						
B)	BUSINESS INTERRUPTION - 50% Actual Value - \$1,000 Deductible							
0	11	2- 9-70		415,000	.40	A		1,660
2	27	5- 1-70	-	45,000	.40	A	7 -	180
3	27	2- 1-71	-	85,000	.40	A	---	340
4	14	2- 1-72	+	130,000	.40	A	+	520
5	27	2- 1-72	-	79,000	.40	A	-0-	316
								1,344

PROPERTY - REAL & PERSONAL E. HANOVER TOWNSHIP, NEW JERSEY RISK NO. 31130.88-P
 Corner of Horsehill Road and Location No. 4
 East Hanover Avenue

"Office Building"

Insurance confined to Office Building and its Contents.

Includes - Interest of Blanchard Securities, Inc., (as Building Owner), c/o
 William Blanchard Company, 199 Mountain Avenue, Springfield, New
 Jersey, 07081.

LIMIT OF LIABILITY - Limit under this Policy for loss resulting from damage to
 this location equals the latest amounts shown under (A) & (K).

AMENDMENT NO.		12-A-0-8-2-00-187-29-01-720-6-06-80-2-L						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
A)	PHYSICAL DAMAGE - Replacement Value - \$1,000 Deductible							
0	11	2- 9-70		300,000	.549	B1.2		1,647
3	14	5- 1-70+	50,000	350,000	.549	B1.2	+ 274	1,921
4	14	2- 1-71+	15,000	365,000	.549	B1.2	+ 82	2,003
4	14	2- 1-72 +	10,000	375,000	.549	B1.2	+ 55	2,058
B)	BUSINESS INTERRUPTION - 50% Actual Value - \$ Deductible							
				-0-				-0-

RISK NO. 31130.88-P
 Location No. 4
 (CONTINUED)

AMENDMENT NO.		31-B-0-8-2-00-187-29-01-720-6-06-80-1-L						
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
K)	EXTRA EXPENSE - Actual Value -	\$1,000	Deductible					
0 11	2- 9-70		50,000	1.14	B1.2			570

PROPERTY - REAL

E. HANOVER TOWNSHIP, NEW JERSEY
 West Street

RISK NO. 31130.92
 Location No. 5

Includes - Interest of DeForrest Investment Co., as Building Owner, 72 DeForrest Street, Hanover Township, New Jersey.

Includes - Supplies, Tools, Permanent Fixtures and Equipment pertaining to service in, on, or attached to, the Real Property.

Excludes - All Personal Property (except as indicated above) and the Insured's legal liability therefor.

AMOUNT OF LIABILITY - Limit under this Policy for loss resulting from damage to this location equals \$164,000.

AMENDMENT NO.		11-A-0-9-0-00-187-29-01-910-1-06-00-2-L							
CODE	EFFECTIVE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
(A)		PHYSICAL DAMAGE - Replacement Value -			\$1,000	Deductible			
0	11	2- 9-70		150,000	1.70	A			2,550
14	14	2- 1-72	+ 14,000	164,000	1.70	A		+ 238	2,788
14		2- 1-72	Limit of Liability changed from			\$150,000 to	\$164,000.		
(B)		BUSINESS INTERRUPTION - Actual Value -			\$	Deductible			
				-0-					-0-

PROPERTY - PERSONAL

PARSIPPANY, NEW JERSEY
No. 1259 Route 46
Building No. 2

RISK NO. 31137.66
Location No. 6

"Lighting Products Division"

AMENDMENT NO.		11-A-0-9-0-00-388-29-01-503-1-06-00-2-L						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
A)	PHYSICAL DAMAGE - Replacement Value - \$1,000 Deductible							
0	11	2- 9-70		200,000	.588	A		1,176
3	14	5- 1-70+	185,000	385,000	.588	A	+ 1,088	2,264
	14	2- 1-71+	25,000	410,000	.588	A	+ 147	2,411
4	14	2- 1-72+	5,000	415,000	.588	A	+ 29	2,440
		31-B-0-9-0-00-388-29-01-503-1-06-00-1-L						
B)	BUSINESS INTERRUPTION - 50% Actual Value - \$1,000 Deductible							
0	11	2- 9-70		215,000	.465	A		1,000
3	14	5- 1-70+	335,000	550,000	.465	A	+ 1,558	2,558
9	27	2- 1-71-	375,000	175,000	.465	A	--- - 1,744	814
3	27	2- 1-72-	12,000	163,000	.465	A	--- - 56	758
6	14	2- 1-72+	33,000	196,000	.465	A	+ 153	911

PROPERTY - REAL & PERSONAL

BEATTYSTOWN, NEW JERSEY
Route 24 (Kings Highway)

RISK NO. 31456
Location No. 7

"Phosphors Division"

Includes - Interest of Kings Highway Investment Co., as Building Owner, c/o William Blanchard Company, 199 Mountain Avenue, Springfield, New Jersey, 07081.

AMENDMENT NO.		11-A-0-9-0-00-499-29-01-504-1-06-00-2-L						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
(A)	PHYSICAL DAMAGE - Replacement Value - \$1,000 Deductible							
0	11	2- 9-70		2,600,000	.63	A		16,380
3	14	5- 1-70+	1,260,000	3,860,000	.63	A	+ 7,938	24,318
9	27	2- 1-71-	1,020,000	2,840,000	.63	A	---	17,892
14	14	2- 1-72+	250,000	3,090,000	.63	A	+ 1,575	19,467
		31-B-0-9-0-00-499-29-01-504-1-06-00-1-L						
(B)	BUSINESS INTERRUPTION - 50% Actual Value - \$1,000 Deductible							
0	11	2- 9-70		1,750,000	.586	A		10,255
2	27	5- 1-70-	400,000	1,350,000	.586	A	84 - 2,344	7,911
9	27	2- 1-71-	400,000	950,000	.586	A	---	5,567
14	14	2- 1-72+	95,000	1,045,000	.586	A	+ 557	6,124
15	27	2- 1-72-	242,000	803,000	.586	A	-0- - 1,418	4,706

PROPERTY - PERSONAL

ESPY, PENNSYLVANIA
No. 160 Central Road

RISK NO. 38876-P
Location No. 9

MIT OF LIABILITY - Limit under this Policy for loss resulting from damage to this location equals the latest amounts shown below.

AMENDMENT NO.		13-A-0-8-8-19-031-37-01-280-6-06-82-2-L						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
(A)	PHYSICAL DAMAGE - 90% Replacement Value - \$1,000 Deductible							
4	14	8- 1-70 +	116,000	116,000	1.88	B1.2	+ 2,181	2,181
9	27	2- 1-71 -	116,000	-0-	1.88	B1.2	- 2,181	-0-
		33-B-0-8-8-19-031-37-01-280-6-06-82-1-L						
(.)	BUSINESS INTERRUPTION - 80% Actual Value - \$1,000 Deductible							
4	14	8- 1-70 +	35,000	35,000	1.25	B1.2	+ 437	437
9	27	2- 1-71 -	35,000	-0-	1.25	B1.2	- 437	-0-

CONDITIONS AND STIPULATIONS

ANNIVERSARY DATE — The first of each February

AUTOMATIC RENEWAL DATE February 1, 1973

TERM — Although this policy is originally issued on a three year basis, the liability under this policy is automatically renewed as expiring at each Automatic Renewal Date for subsequent periods of three years each until such time as cancellation notice is given under the terms of this policy.

REVIEW OF VALUES — The Insured shall, as of 90 days prior to but no later than the inception date of this policy and as of 90 days prior to but no later than each anniversary date thereof, send to this Company a review of the current property values and annual Business Interruption values for the terms indicated at all locations where coverage is provided by this policy.

Such values shall be sub-divided by locations, with separate figures shown for each type of coverage at each location. The property values shall be shown on a Replacement Basis for property which is covered on a Repair or Replacement Basis and on an actual sound value basis for other property. The value of stock and supplies to be included in the property values shall be in accordance with the Value of Stock Clause contained in this policy and shall be based on the approximate average of the stock and supplies on hand during the twelve months immediately preceding the annual review of values. Business Interruption values shall be shown both as actual figures for the twelve months preceding the above-mentioned dates and as estimated figures for the twelve months subsequent to the above-mentioned dates.

Receipt of said values by this Company shall be considered as authorization by the Insured for Amounts of Insurance and Premium Deposits under this policy to be adjusted to conform (in round figures) with at least the respective percentages of the property values and Business Interruption values as such percentages are indicated opposite headings indicating "Kind of Insurance" at each location.

If such values are not received by this Company as indicated above, each kind of insurance (such as Physical Damage Insurance, Business Interruption Insurance, etc.) provided herein will continue in force but shall apply separately for the latest figures shown on the subtotal summary until such time as said values are received by this Company.

An accredited representative of this Company shall be permitted by the Insured to examine the records and books of the Insured and to make appraisals of the physical property at any reasonable time not oftener than annually in connection with the determination of property damage and Business Interruption values, if this Company so requests.

ADJUSTMENT OF PREMIUM — An accounting of the premium shall be made at each automatic renewal date of this policy and Insured shall restore the premium on deposit with this Company to the amount called for by the amounts of insurance continued in force immediately after said automatic renewal date.

DEFINITION OF "AMOUNT OF INSURANCE" FOR CONTRIBUTION PURPOSES — For purposes of contribution with "Other Insurers", the "Amount of Insurance" applicable to each location shall be the latest amount shown opposite each type of coverage under each location-description in this policy and only for purposes of such contribution with other Insurers each type of coverage at each location shall be considered in the same manner as if such coverage at each location were written as a separate policy.

PROPERTY FOR SALE — If during the term of this Policy, any of the property insured hereunder, except Stock and Supplies and Finished Goods, is offered for sale by the Insured; the liability of this policy for loss or damage, if any, to such "Property for Sale" shall not in any event exceed the price for which it is offered for sale.

AMOUNT DEDUCTIBLE — This clause applies to each location where an "Amount Deductible" is indicated under the location description and replaces the Standard Deductible clause.

This Company's liability in each case of loss or damage sustained by the Insured shall be subject to the following conditions which apply separately to each kind of insurance.

- (a) For Loss or Damage in an amount less than the "Amount Deductible" indicated under the description of each location there shall be no liability.
- (b) For Loss or Damage in an amount greater than the "Amount Deductible" indicated under the description of each location, liability shall be limited to this policy's pro-rata share of that amount of loss which is in excess of said "Amount Deductible".

Whether this policy covers one or more locations, the "Amount Deductible" shall apply against the total loss suffered by the Insured in any one occurrence. If two or more deductible amounts in this Policy apply for a single occurrence the total to be deducted shall be the largest amount applicable unless otherwise provided in this Policy.

SPECIAL NEW JERSEY CANCELLATION ENDORSEMENT

It is agreed with respect to any locations in the State of New Jersey that 30 days written notice shall be given; (1) to the insured of the cancellation of the Policy to which this endorsement is attached; and (2) to any designated mortgagee not named herein as the insured of the cancellation of any interest in the Policy; and (3) to the insured, of intent not to renew the Policy.

The aforesaid provisions shall not apply for those exceptions provided for in Chapter 131, Public Laws of New Jersey, 1968.

This endorsement shall be in force only until the Directive of the Commissioner of Banking and Insurance of the State of New Jersey dated July 3, 1968 pertaining to cancellation notice is revoked or expires.

Attached to and forming a part of Policy Contract No.74089.....

MFB MUTUAL INSURANCE COMPANY

.....Authorized Signature

Acct. No. 1-70731 Policy No. 74089
(Section C) Sheet No. C-3

& 1-A (Eff. 2-1-71 -Amend.No. 11)

CO-INSURANCE - Applies to Location No. 1/Only - This Company shall not be liable for a greater proportion of any loss to the property described therein than the latest amount indicated in the column headed "New Amount" bears to ninety per cent. (90%) of the average of the actual cash values of said property existing during the twelve months immediately preceding the time that such loss shall happen, nor for more than the proportion which the latest amount of insurance indicated in the column headed "New Amount" bears to the total insurance thereon. In the event that the aggregate claim for any loss is both less than ten thousand dollars (\$10,000) and less than five per cent. (5%) of the total amount of insurance upon the property described therein at the time such loss occurs, no special inventory or appraisalment of the undamaged property shall be required.

PROPERTY ALSO COVERED

NEW BUILDINGS AND ADDITIONS

1. If this Policy covers real property, it shall also cover:

(A) New buildings and other structures, and additions, now in process of erection or hereafter erected on the described premises, including alterations and repairs to buildings and structures herein insured; also (1) materials and supplies therefor, and (2) equipment, machinery and apparatus for the service thereof, all when on such premises or within 500 feet thereof;

(B) All contractors' interests in such property to the extent that the Insured has agreed, prior to loss, to keep such interests insured, or for which the Insured is liable.

CONTENTS OF NEW BUILDINGS

2. If this Policy covers personal property, it shall also cover:

(A) Personal property not otherwise excluded herein in new buildings, additions and other structures described under 1-(A) above.

BULLION AND MANUSCRIPTS

(B) Bullion and manuscripts while on the described premises.

PROPERTY LOCATED UNDERGROUND

3. If this Policy covers buildings, machinery or structures, it shall also cover tanks, flues, pipes, drains, tunnels, wiring or other equipment and passageways located underground on premises containing the property described herein and appurtenant thereto, and if such premises are not located in the State of Ohio, the Policy is further extended to cover foundations of buildings, machinery and structures, whether or not underground.

PROPERTY OUTSIDE OF BUILDINGS

4. This Policy also covers property appurtenant to the business of the Insured and similar to property herein insured (not otherwise insured or not excluded by this Policy) outside of buildings and railroad cars: (a) when on the described premises or (b) if personal property, when within 500 feet thereof.

ROLLING STOCK

5. This Policy also covers Railroad Rolling Stock and, if this Policy covers personal property, the contents of such Railroad Rolling Stock and other vehicles, all when at the risk of the Insured and while on the described premises, or within 500 feet thereof.

PROPERTY OF EMPLOYEES

6. This Policy also covers personal property, other than motor vehicles, of officers and employees of the Insured while such property is on the described premises or in the open within 500 feet thereof.

PROPERTY OF OTHERS

7. Unless otherwise provided herein, if this Policy covers personal property owned by the Insured, it shall also cover while in the custody of the Insured on the described premises or in the open within 500 feet thereof: (a) personal property of others which the Insured is under obligation to keep insured; (b) the interest of the Insured in and legal liability for loss or damage by any of the perils herein insured against to personal property belonging to others. It is understood and agreed that the coverage provided by this clause shall not attach to any property of others which is of a kind or character specifically excluded under any other conditions of this Policy.

DEBRIS REMOVAL

8. This Policy also covers expense of removal from the described premises of debris remaining after any loss hereby insured against, except that there shall be no liability assumed for the expense of removal of: (a) any foundations, other than damaged portions which must be removed for repair or rebuilding; (b) any building or part thereof, the removal of which is required by any ordinance or law regulating construction or repair.

**PROPERTY
REMOVED
FROM
DESCRIBED
PREMISES**

9. This Policy also covers property appurtenant to the business of the Insured when removed from the described premises to any location in the United States or Canada for the purpose of being repaired, serviced, exhibited, or in order to avoid threatened damage from flood, excluding (a) property otherwise insured, (b) property excluded from the insurance under this Policy or (c) property removed from the described premises for normal storage or processing or preparation for sale or delivery. Liability under this clause is limited to an amount not exceeding \$50,000, or the face amount of the Policy, whichever is smaller, and to a period of 60 days from date of removal. No coverage is provided under this clause on property in transit.

**AUTOMATIC
COVERAGE**

10. Unless such property is otherwise insured, this Policy also covers up to a limit of \$100,000 or 1% of the face amount of the Policy, whichever is smaller, and for a period of 90 days from date of acquisition, at any location in the United States or Canada rented or purchased by the Insured after the inception date of this Policy. No coverage is provided under this clause on property in transit.

The provisions of the preceding clauses 1-10 shall not increase any amounts or limits of insurance provided by this Policy.

SUPPLEMENTARY COVERAGES AGAINST ADDITIONAL PERILS

The conditions and limitations of the Standard Fire Insurance Policy to which this Form is attached shall, unless otherwise herein provided, apply to each of the perils herein insured against to the same extent as though the designations of such other perils were respectively substituted for the word "fire" therein: provided that the limit of risk assumed under this Policy and all riders and supplementary coverages attached hereto shall not exceed in the aggregate the amount of fire insurance stated in this Policy.

This Policy also covers any direct loss or damage to the herein insured property caused by the perils hereinafter defined:

**WIND
OR
HAIL**

1. Direct action of wind or hail, including expense in excess of \$500 for each occurrence at each of the premises to which the policy applies necessarily incurred by the Insured for removal of debris or other property not covered by the terms of this Policy, blown by wind upon said premises, but this Company shall not be liable for any loss or damage:

(A) Caused by rain, sleet, snow, sand, or dust except that liability is assumed hereunder for loss or damage caused thereby when such rain, sleet, snow, sand, or dust shall enter buildings through openings concurrently broken open by

- (1) direct force of the wind,
- (2) substance driven by the wind,
- (3) hail;

however, if flood ensues or occurs coincident therewith, then the liability assumed hereunder for loss or damage due to such rain, sleet, snow, sand, or dust is limited to the damage above the flood high-water mark.

(B) Caused when weight of snow, rainwater, ice or sleet is a contributing factor to the fall or collapse of a building or structure or any part thereof.

(C) To the following property _____

SPRINKLER
LEAKAGE

2. Sprinkler leakage, meaning thereby loss or damage due to water or other substance discharged from any part of the fire protective equipment for the described premises or adjoining premises.

The term "fire protective equipment" shall be held to include tanks, water mains, piping, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but shall not be held to include:

(A) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

(B) any underground water mains or appurtenances located outside of said premises and forming a part of the public water distribution system;

(C) any pond or reservoir in which the water is impounded by a dam.

In the event of such loss or damage, liability is also specifically assumed for the cost (with due allowance for depreciation) of restoring the damaged portion of the fire protective equipment if such equipment is insured under the terms of this Policy, except that liability for restoring the damaged portion of such fire protective equipment is limited to the cost of restoring only that portion from which the water or other substance causing the loss or damage was discharged.

Liability is also specifically assumed for:

(a) the collapse, rupture or fall of tanks forming part of such fire protective equipment or the component parts or supports of such tanks;

(b) damage to such fire protective equipment due to freezing.

EXPLOSION

3. Explosion, but this Company shall not be liable under the terms of this clause for any loss or damage occasioned by or incident to explosion in or of the following equipment, owned, operated or controlled by the Insured:

(A) steam boilers, steam turbines, steam engines, and steam pipes interconnecting any of the foregoing;

(B) moving or rotating machinery or parts thereof when such direct loss or damage is caused by centrifugal force or mechanical breakdown;

(C) combustion gas turbines;

(D) any property undergoing pressure tests to the extent of loss to such property, including equipment attached thereto and forming a part thereof.

(E) vessels, machinery, and equipment while under pressure, utilized directly for (1) chemical processing involving chemical reactions or change of physical state, or for (2) chemical storage operations consisting of.....

(F) cylinders, drier rolls, bleachers, or digesters, all containing steam, used in the manufacture of pulp or paper;

(G) bleachers, kiers or dry cans, all containing steam used in the manufacture or processing of textiles; provided said vessels, machinery, or equipment described in (E), (F) or (G) above have a maximum normal internal working pressure exceeding 15 psi above atmospheric pressure.

Liability is specifically assumed for loss or damage resulting from:

(a) the explosion of accumulated combustible gases or unconsumed fuel within the furnace of a boiler or pressure vessel, other than combustion gas turbines, or within the flues or passages which conduct the gases of combustion therefrom;

**EXPLOSION
(Cont'd)**

(b) a combustion explosion outside of any equipment excluded above even though such combustion explosion may have been the direct result of the explosion of such excluded equipment.

The following are not explosions within the intent or meaning of this clause:

- (a) electric arcing or any coincident rupture of electrical equipment due to such arcing;
- (b) bursting or rupture caused by freezing;
- (c) sonic shock waves, generally known as "sonic boom".

**RIOT
CIVIL
COMMOTION
VANDALISM
MALICIOUS
MISCHIEF**

4. Riot, Civil Commotion, Vandalism and Malicious Mischief, including loss or damage:

(A) done by strikers;

(B) done secretly by a foreign enemy or agent of any government (de facto or otherwise) and not in connection with operations of armed forces in or against the country where the described premises are situate;

(C) from theft, pillage or looting during and at the immediate place of a riot or civil commotion or "sit-down" strike;

(D) caused by burglars to buildings and structures in excess of \$500 for each such occurrence excluding, however, pilferage, theft, burglary or larceny.

This Company shall not be liable under the terms of this clause for loss or damage resulting from:

(a) increased cost of operation or maintenance;

(b) depreciation, delay, deterioration, change in temperature, humidity or atmospheric conditions, interference with customary operations, loss of market, or any other consequential or indirect loss of any kind, whether or not loss due to such contingency is covered by this Policy as to other perils;

(c) inability of Insured to carry on normal operations because of strike or loss caused by the deliberate slowing down or the interfering with business operations on the part of any employee or employees;

(d) operations of armed forces in or against the country where the described premises are situate.

**CIVIL
AUTHORITY**

5. Acts of destruction at the order of civil authority or military or usurped power at the time of and for the purpose of preventing the spread of fire, provided such fire did not originate from any of the perils herein specifically excluded.

VEHICLES

6. Impact of vehicles, other than aircraft, while moving on land or tracks, except that this Company shall not be liable by the terms of this clause:

(A) for loss or damage caused by any vehicle owned or operated by the Insured or by any tenant of the described premises or by any employee of either except that liability is specifically assumed for direct loss or damage in excess of \$500 for each such occurrence to buildings or structures covered under this Policy;

(B) for any loss or damage to any vehicle or parts thereof whether or not covered by this Policy if used by the Insured in the operation of its business;

(C) for ordinary wear and tear or accumulative damage to property.

- AIRCRAFT** 7. Impact of aircraft or missiles or objects falling therefrom. However, this Company shall not be liable by the terms of this Clause for loss or damaged caused by any aircraft when being taxed or towed inside or outside of buildings, except that liability is specifically assumed for direct loss or damage in excess of \$500 for each such occurrence to buildings or structures covered under this Policy.
- SONIC BOOM** 8. Sonic shock waves, generally known as "sonic boom," except that in event of loss or damage to buildings or structures covered under this Policy, this Company shall be liable only for such loss or damage as may exceed 1% of the actual cash value of such buildings or structures, excluding the value of foundations, or \$5,000, whichever is less. If this Policy covers more than one building or structure the deductible shall apply separately to each building or structure.
- SMOKE** 9. Smoke, except accumulative damage, resulting from the sudden, unusual and faulty operation of any stationary furnace located on the described premises.
- MOLTEN MATERIAL** 10. Heat from molten material which shall have accidentally escaped from equipment, but there shall be no liability assumed by the terms of this clause for:
- (A) loss or damage to such escaped material;
 - (B) the cost of removing or recovering such escaped material;
 - (C) the cost of repairing the fault which permitted such accidental escape.
- LIMITED RADIOACTIVE CONTAMINATION** 11. Sudden and accidental radioactive contamination including resultant radiation damage in excess of \$5,000 for each occurrence resulting directly from any other peril(s) insured against by this Policy provided such radioactive contamination arises from materials used or stored or from processes conducted on the described premises, and provided at the time of loss there is neither a nuclear reactor nor any new or used nuclear fuel on the described premises.

EXCLUSIONS

This Company shall not be liable for loss or damage:

- MOTOR VEHICLES** 1. To motor vehicles when such loss or damage is otherwise insured in whole or in part, nor for the Insured's legal liability therefor, except that if this Policy covers personal property, liability is specifically assumed for the Insured's legal liability (if not otherwise insured) for loss or damage from the hazards hereby insured against to motor vehicles while in the custody of the Insured and on the described premises:
- (A) if the product of the Insured, sold but not delivered, or held for the account of others;
 - (B) for experimentation, adjustments or repairs, or
 - (C) for the purpose of loading or unloading materials or supplies.
- ELECTRICAL CURRENT** 2. Caused by electrical current artificially generated except for loss by fire ensuing therefrom; electrical arcing itself is not a fire within the intent or meaning of this Policy.
- FLOOD** 3. Resulting from flood or the release of water from natural or man-made bodies of water, whether or not caused by or contributed to by an insured peril. However, liability is specifically assumed for loss or damage by fire, sprinkler leakage, explosion, or accident, all as defined and limited elsewhere in this Policy, resulting from flood or the release of water from natural or man-made bodies of water. For the purpose of this Policy, flood includes but is not limited to tidal wave, wave wash, high water, or overflow, surface or rising water, all whether or not driven by wind.

**INCREASED
COST BY
REASON OF
ORDINANCE
OR LAW**

4. Because of the demolition of any undamaged portions of buildings or structures covered under this Policy or the increased cost of repair or reconstruction, all by reason of any ordinance or law regulating building construction, repair or use.

**NUCLEAR
PERILS**

5. Caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this Policy, except as provided in the Limited Radioactive Contamination Clause under the caption "Extended Coverages."

However, if fire or sprinkler leakage ensues, liability is specifically assumed for direct loss by such ensuing fire or sprinkler leakage but not including any loss due to nuclear reaction, nuclear radiation or radioactive contamination.

GENERAL CONDITIONS

Permission is Given:

- (1) For other insurance.
- (2) To store and use any and all materials usual and incidental to the business or occupancy.
- (3) To alter and repair the described premises.
- (4) To cease operations and for the premises to be vacant or unoccupied for sixty (60) consecutive days, and for more than sixty (60) consecutive days providing the same degree of fire protection and watch service is maintained as existed at the time of the discontinuance of normal operations.
- (5) To operate the establishment all hours, day and night.

**STANDARD
DEDUCTIBLE**

In each case of loss or damage from the hazards insured against by this Policy this Company shall not be liable unless the Insured sustains a loss in excess of \$500 and then only for its share of such excess. Whether this Policy covers one or more locations, the deductible amount shall apply against the total loss from the perils insured against suffered by the Insured in any one occurrence. If two or more deductible amounts in this Policy apply for a single occurrence the total to be deducted shall be the largest deductible amount applicable unless otherwise provided in this Policy.

**OTHER
INSURANCE**

It is a condition of this Policy that if at time of loss there is other insurance, whether collectible or not, covering any property included under this Policy against any of the hazards insured against by this Policy, the liability of this Company shall not exceed that proportion of the loss which the amount of fire insurance under this Policy bears to the total fire insurance in force on any of the property covered under this Policy limited by the following:

1. If such other insurance is not written upon the same plan, terms, conditions and provisions as those contained in this Policy then this Policy shall apply (except as to motor vehicles, loss or damage to electrical apparatus by fire caused by an electrical current artificially generated and loss or damage by explosion) only for the difference between the amount for which such other insurance would be liable if insurance provided by this Policy did not exist and the total amount of such loss.
2. If at the time of loss caused by explosion or by fire due to electrical current artificially generated there is insurance other than fire insurance or fire insurance with extended coverage applicable to such loss, the loss, to which both the insurance provided by this Policy and such other insurance applies, shall be known as a "Joint Loss." In the event of such "Joint Loss":

Extra Expense

This Policy covers the actual loss of "Extra Expense" sustained by the Insured as a result of physical damage caused directly by the perils insured against hereunder to the property utilized by the Insured situate as described in Sec. B attached hereto.

DEFINITIONS

The following terms wherever used in this Policy shall be defined as follows:

Extra Expense.—The excess, if any of the total cost during the "period of restoration" chargeable to the conduct of the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no fire or other peril insured against herein occurred; the cost in each case to include expense of using other property or facilities of other concerns, or other necessary emergency expenses. In no event, however, shall this Company be liable under this Policy for loss of income, nor for Extra Expense in excess of that necessary to continue as nearly as practicable the normal conduct of the Insured's business, nor for the cost of repairing or replacing any of the described property that has been damaged or destroyed by fire or other peril herein insured against, except cost in excess of the normal cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of Extra Expense; liability for such excess cost, however, shall not exceed the amount by which the total Extra Expense otherwise payable under this Policy is reduced.

Normal.—The condition that would have existed had no fire or other peril herein insured against occurred.

Month.—Thirty consecutive days.

Period of Restoration.—That period computed from the time of the damage caused by a peril insured against to the time when with due diligence and dispatch the property could be repaired or replaced and made ready for normal operations, not to be limited by the date of expiration of this Policy.

LIMIT OF LIABILITY

The limit of liability of this Company shall be as specified under either (a) or (b) below, depending upon which is checked.

(a) **Daily Indemnity.**—This Company shall be liable for a period of restoration not exceeding _____ months and within such period of restoration for no greater amount for any one day than _____ of the total insurance named in this Policy.

(b) **Variable Monthly Limits of Liability.**—This Company shall be liable for no greater percentage of the amount of this Policy than is stated below for the determined period of restoration.

- ...60 % if period of restoration is one month or less
- ...80 % if period of restoration exceeds one month but does not exceed two months
- ...100 % if period of restoration exceeds two months but does not exceed three months
- ...100 % if period of restoration exceeds three months but does not exceed four months
- ...100 % if period of restoration exceeds four months but does not exceed five months
- ...100 % if period of restoration exceeds five months but does not exceed six months
- ...100 % if period of restoration exceeds six months but does not exceed seven months
- ...100 % if period of restoration exceeds seven months but does not exceed eight months
- ...100 % if period of restoration exceeds eight months but does not exceed nine months
- ...100 % if period of restoration exceeds nine months but does not exceed ten months
- ...100 % if period of restoration exceeds ten months but does not exceed eleven months
- ...100 % if period of restoration exceeds eleven months but does not exceed twelve months

It is further agreed that in the event Extra Expense incurred during the longest period of restoration for which provision is made above does not exhaust the insurance provided by this Policy, then such unexhausted amount shall apply for the remainder of the period of restoration not exceeding in any event, however, twelve months from the date of the physical damage to the property covered hereunder.

USE OF OTHER PROPERTY

The Insured agrees to use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the loss under this Policy. Any salvage value of such property remaining after resumption of normal operations, however, shall be taken into consideration in the adjustment of any loss.

**OTHER
INSURANCE
(Cont'd)**

(A) this Company shall be liable under this Policy only for the proportion of the said Joint Loss that the amount which would have been payable under this Policy on account of said Joint Loss, had no insurance other than fire insurance or fire insurance with extended coverage existed, bears to the combined total of the said amount and the amount that would have been payable under all other insurance on account of said Joint Loss had there been no insurance under this Policy, but

(B) in case the Policy or Policies, other than fire insurance or fire insurance with extended coverage, do not contain provisions similar to those in (A) above, then this Company shall not be liable under this Policy for any loss or damage caused (1) by explosion, (2) by fire to the equipment in which the loss originated when caused by electrical current artificially generated.

3. If this Policy is divided into more than one item, the foregoing conditions shall apply to each such item separately.

**BRANDS
AND
LABELS**

It is understood and agreed that if branded or labeled merchandise covered by this Policy is damaged and this Company elects to take all or any part of such merchandise at the value established by the terms of this Policy, the Insured may, at his own expense, stamp "salvage" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise, but the Insured must re-label the merchandise or containers in compliance with the requirements of law.

**VALUE
OF STOCK**

Unless otherwise endorsed hereon, adjustment of loss under this Policy shall be:

(1) on stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;

(2) on finished goods manufactured by the Insured, the regular cash selling price at the location where the loss occurs, less all discounts and charges to which the merchandise would have been subject had no loss occurred;

(3) on raw materials, supplies and other merchandise not manufactured by the Insured, the replacement cost;

all to be computed as of the time of the fire or other casualty insured against by this Policy.

**VALUE
OF RECORDS
AND MEDIA**

It is understood and agreed that liability on exposed film, records, manuscripts and drawings shall not exceed their value blank plus the cost of transcription.

Liability for loss or damage on media, data storage devices, and program devices for electronic and electro-mechanical data-processing and production equipment is limited to the cost of reproducing such media, data storage devices, and program devices from duplicates or from originals of the previous generation of the data.

**CONSEQUEN-
TIAL
DAMAGE**

It is understood and agreed that in the event of direct damage to any property situate on the described premises by reason of any peril insured against by this Policy, other than riot, civil commotion, vandalism and malicious mischief as herein defined, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other property insured by this Policy, then this Policy will cover such resulting loss or damage.

**CONSEQUEN-
TIAL
DAMAGE
(Cont'd)**

The liability of this Company includes only the loss incurred during such period as would be required with the exercise of due diligence under normal conditions to repair or replace the damaged property, and does not include any liability resulting from inability of the Insured to make repairs or replacements because of strikes or labor disputes. Nothing in this clause shall be deemed to extend this insurance to property which is otherwise specifically excluded from coverage by the terms of this Policy.

Liability is not assumed for loss or damage resulting from lack of incoming electricity, fuel, water, steam or refrigerant caused by an occurrence off the premises described in this Policy unless specifically endorsed herein. However, if the lack of such a service causes an insured peril to occur on the described premises, this Policy shall cover the resulting damage.

NO CONTROL

This Policy shall not be invalidated by increase in hazard in any portion of the premises over which the Insured has no control.

**DIVISIBLE
CONTRACT**

If the premises described in this Policy include two or more buildings or the contents of two or more buildings, the breach of any condition of this Policy in respect to any one or more of the buildings insured or containing the property insured, shall not prejudice the right to recover for loss occurring in any building insured or containing the property insured where, at the time of the loss, a breach of condition does not exist.

SUBROGATION

This Company may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company, but this Company shall not acquire any rights of recovery which the Insured has expressly waived prior to loss nor shall such waiver affect the Insured's rights under this Policy.

**NO
REDUCTION
BY LOSS**

It is mutually understood and agreed that any loss hereunder shall not reduce the amount of this Policy.

**UNDERLYING
POLICY**

If the premises described in this Policy include property in more than one state, province or territory, it is understood that separate policies underlying this Policy may be issued in compliance with state, province or territory laws, and that this Policy is subject to the conditions of the Standard Fire Insurance Policy of the state, province, or territory in which the individual properties are located. It is further understood, however, that such underlying policies are not to be considered as additional insurance but as duplicates only.

**LIBERALIZA-
TION**

If any authorized endorsement or filed rules or regulations affecting this Policy are revised by statute or otherwise so as to broaden the insurance without additional premium charge, such extended or broadened insurance shall inure to the benefit of the Insured hereunder, effective as of the date of the change.

**LOSS
PAYABLE**

Unless otherwise provided herein, loss, if any, is to be adjusted with and payable to the Insured named in this Policy.

PLANS

Reference is hereby made to plan(s) on file in the office of this Company for further description and location of property herein described.

Attached to and forming a part of Policy Contract No.....74089.....

MFB MUTUAL INSURANCE COMPANY

.....
Authorized Signature

This Policy covers only the actual loss sustained by the Insured due to interruption of business as a result of physical damage caused directly by the perils insured against hereunder to the property utilized by the Insured situate as described in Sec. B attached hereto. In the event the Insured is wholly or partially prevented from producing goods or from continuing business operations or services and is unable:

(a) to make up lost production within a reasonable period of time (not to be limited to the period during which production is interrupted), or

(b) to continue business operations or services;

all through the use of any property or service owned or controlled or obtainable from other sources or through working extra time or overtime at the location(s) specified herein, or at such other location(s) acquired for the purpose,

this Company shall be liable, subject to all other conditions of this Policy, for the **Actual Loss Sustained** of the following:

GROSS EARNINGS, less all charges and expenses which do not necessarily continue during the period of interruption of production or suspension of business operations. For the purpose of this contract "Gross Earnings" shall be defined: (a) for manufacturing locations as the net sales value of production through the use of such property less the cost of all raw stock, materials and supplies utilized in such production plus all other earnings derived from the operation of the business; or (b) for mercantile or non-manufacturing locations as the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or service rendered by the Insured; plus all other earnings derived from the operation of the business.

Expenses, over and above normal operating expenses, necessarily incurred by the Insured in making up lost production or in reducing loss otherwise payable under this Policy are covered hereunder, but in no event shall this Company be liable for an amount greater than that for which it would have been liable had the Insured been unable to make up any lost production or to continue any business operations or services.

In determining net sales, in the event of loss hereunder, any amount recovered under Property Damage policies for damage to or destruction of merchandise shall be included as though the merchandise had been sold to the Insured's regular customers.

In determining the indemnity payable under this Policy, due consideration shall be given to the experience of the business before the loss and the probable experience thereafter and to the continuation of only those normal charges and expenses that would have existed had no loss occurred.

Reporting.—As of the inception date of this Policy and annually as of the first day of each 12-month period thereafter, the Insured shall file with this Company a statement of the estimated Gross Earnings for the twelve-month period following the date of the report and a statement of the actual Gross Earnings for the preceding twelve-month period.

In the event of failure of the Insured to furnish the statements of Gross Earnings as above required the following Co-Insurance Clause shall attach and come into full force and effect as of noon of the thirtieth day following that on which a statement is due and shall remain in effect until noon of the day on which the next filed statement is received in the Home Office of this Company. It is further agreed that in the event that the estimated Gross Earnings specified in the statement exceed the amount of insurance in force, this Company shall be authorized to effect additional insurance.

Co-Insurance.—This Company shall be liable for no greater proportion of any loss under this Policy than the amount hereby insured bears to Fifty per cent (50%) of the Gross Earnings as defined herein which would have been earned had no interruption of production or suspension of business operations occurred, during the period of the twelve months following the interruption of such operations by fire or other peril insured against by this Policy; provided, however, that this Co-Insurance Clause shall not apply unless the agreed loss exceeds five per cent (5%) of the total Business Interruption Insurance in force or \$10,000, whichever is the lesser.

5-C STANDARD PROVISIONS (8/69)
Business Interruption Insurance

This Policy covers loss as herein defined which is the result of physical damage to the property described herein caused directly by:

- FIRE 1. Fire.
LIGHTNING 2. Lightning.
WIND OR HAIL 3. Direct action of wind or hail, except that this Company shall not be liable for any loss:

(A) Caused by rain, sleet, snow, sand, or dust except that liability is assumed hereunder for loss caused thereby when such rain, sleet, snow, sand or dust shall enter buildings through openings concurrently broken open by

- (1) direct force of the wind,
- (2) substance driven by the wind,
- (3) hail;

however, if flood ensues or occurs coincident therewith, then the liability assumed hereunder for loss due to such rain, sleet, snow, sand or dust is limited to loss resulting from physical damage above the flood high water mark.

(B) Caused when weight of snow, rainwater, ice or sleet is a contributing factor to the fall or collapse of a building or structure or any part thereof.

SPRINKLER LEAKAGE

4. Sprinkler leakage, meaning thereby loss due to water or other substance discharged from any part of the fire protective equipment for the described premises or adjoining premises.

The term "fire protective equipment" shall be held to include tanks, water mains, piping, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but shall not be held to include:

(A) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection.

(B) Any underground water mains or appurtenances located outside of said premises and forming a part of the public water distribution system.

(C) Any pond or reservoir in which the water is impounded by a dam.

Liability is also specifically assumed for loss as herein defined resulting from:

(a) The collapse, rupture or fall of tanks forming part of such fire protective equipment or the component parts or supports of such tanks.

(b) Damage to such fire protective equipment due to freezing.

EXPLOSION

5. Explosion, but this Company shall not be liable under the terms of this clause for any loss occasioned by or incident to explosion in or of the following equipment, owned, operated or controlled by the Insured:

(A) steam boilers, steam turbines, steam engines, and steam pipes interconnecting any of the foregoing;

(B) moving or rotating machinery or parts thereof when such loss is caused by centrifugal force or mechanical breakdown;

(C) combustion gas turbines.

5-C STANDARD PROVISIONS (8/69)

EXPLOSION
(Cont'd)

(D) any property undergoing pressure tests to the extent of loss due to damage to or destruction of such property including equipment attached thereto and forming a part thereof.

(E) vessels, machinery, and equipment while under pressure, utilized directly for (1) chemical processing involving chemical reactions or change of physical state, or for (2) chemical storage operations consisting of.....

(F) cylinders, drier rolls, bleachers, or digesters, all containing steam, used in the manufacture of pulp or paper;

(G) bleachers, kiers or dry cans, all containing steam used in the manufacture or processing of textiles; provided said vessels, machinery, or equipment described in (E), (F) or (G) above have a maximum normal internal working pressure exceeding 15 psi above atmospheric pressure.

Liability is specifically assumed for loss as herein defined resulting from:

(a) the explosion of accumulated combustible gases or unconsumed fuel within the furnace of a boiler or pressure vessel, other than combustion gas turbines, or within the flues or passages which conduct the gases of combustion therefrom;

(b) a combustion explosion outside of any equipment excluded above even though such combustion explosion may have been the direct result of the explosion of such excluded equipment.

The following are not explosions within the intent or meaning of this clause:

(a) electric arcing or any coincident rupture of electrical equipment due to such arcing;

(b) bursting or rupture caused by freezing;

(c) sonic shock waves, generally known as "sonic boom".

6. Riot, Civil Commotion, Vandalism and Malicious Mischief, including loss as herein defined:

(A) caused by strikers;

(B) caused by a foreign enemy or agent of any government (de facto or otherwise) if done in secret and not in connection with operations of armed forces in or against the country where the described premises are situate;

(C) caused by theft, pillage or looting during and at the immediate place of a riot or civil commotion or "sit-down" strike.

This Company shall not be liable under the terms of this clause for loss resulting from:

(a) delay in repairing or replacing the property lost or damaged, beyond the time necessary for such repair or replacement under normal conditions;

(b) depreciation, delay, deterioration, change in temperature, humidity or atmospheric conditions, interference with customary operations, loss of market, or any other consequential or indirect loss of any kind, whether or not loss due to such contingency is covered by this Policy as to other perils;

(c) inability of Insured to carry on normal operations because of strike or loss caused by the deliberate slowing down or the interfering with business operations on the part of any employee or employees;

(d) operations of armed forces in or against the country where the described premises are situate.

RIOT
CIVIL
COMMOTION
VANDALISM
MALICIOUS
MISCHIEF

CIVIL AUTHORITY	7. Acts of destruction at the order of civil authority or military or usurped power at the time of and for the purpose of preventing the spread of fire, provided such fire did not originate from any of the perils herein specifically excluded.
VEHICLES	8. Impact of vehicles, other than aircraft, while moving on land or tracks, except that this Company shall not be liable by the terms of this clause for loss resulting from damage to property other than buildings and structures caused by any vehicle owned or operated by the Insured or by any tenant of the described premises or by any employee of either.
AIRCRAFT	9. Impact of aircraft or missiles or by objects falling therefrom, except that this Company shall not be liable by the terms of this clause for loss resulting from damage to property other than buildings or structures caused by any aircraft when being taxied or towed inside or outside of buildings.
SONIC BOOM	10. Sonic shock waves, generally known as "sonic boom".
SMOKE	11. Smoke, resulting from the sudden, unusual and faulty operation of any stationary furnace located on the described premises.
MOLTEN MATERIAL	12. Heat from molten material which shall have accidentally escaped from equipment, but there shall be no liability assumed by the terms of this clause for loss from curtailment of production or suspension of business operations due to the necessity of removing or recovering the escaped material or repairing the fault which permitted such accidental escape.
LIMITED RADIOACTIVE CONTAM- INATION	13. Sudden and accidental radioactive contamination including resultant radiation damage in excess of \$5000 for each occurrence resulting directly from any other peril(s) insured against by this Policy provided such radioactive contamination arises from materials used or stored or from processes conducted on the described premises, and provided at the time of loss there is neither a nuclear reactor nor any new or used nuclear fuel on the described premises.

PERILS OTHER THAN FIRE.—The conditions and limitations of the Standard Fire Insurance Policy to which this form is attached shall, unless otherwise herein provided, apply to each of the perils herein insured against to the same extent as though the designations of such other perils were respectively substituted for the word "fire" therein; provided that the limit of risk assumed under this Policy and all riders and supplementary coverages attached hereto shall not exceed in the aggregate the amount of insurance stated in this Policy against loss as herein defined caused by fire.

GENERAL STIPULATIONS, CONDITIONS AND LIMITATIONS

This Policy covers loss as herein defined:

- (1) Computed from the time of the damage caused by a peril insured against to the time when with due diligence and dispatch the property could be repaired or replaced and made ready for normal operations; not to be limited by the day of expiration named in this Policy;
- (2) (a) For such additional time as may be required with the exercise of due diligence and dispatch to restore stock in process to the same state of manufacture in which it stood at the time of interruption;
- (b) For such additional time as may be required with the exercise of due diligence and dispatch to replace damaged or destroyed mercantile stock;
- (3) From actual curtailment of production or suspension of business operations resulting from inability to procure suitable raw materials and supplies to replace similar materials and supplies damaged or destroyed, but liability for such loss shall be limited to that period for which the damaged or destroyed raw materials and supplies would have supplied operating needs. In the event, however, that water used as a raw material or for power or for any other manufacturing purpose, stored behind dams or in reservoirs situate on the property described herein, is released from storage as the result of damage to such

dam, reservoir or equipment connected therewith by any of the perils herein insured against, the liability of this Company for curtailment of production or suspension of business operations because of the resulting inadequate water supply shall not extend for more than thirty (30) consecutive days after the damaged or destroyed dam, reservoir or equipment has been repaired or replaced;

(4) From actual curtailment of production or suspension of business operations resulting from order of civil authority prohibiting access to the premises described herein, during the period of time, not exceeding two weeks, while access to the said premises is prohibited, but only when such order is given as a direct result of damage or destruction by fire or other peril insured against, in the said premises or in the immediate vicinity thereof, provided such fire or other peril did not originate from any of the perils herein specifically excluded. With respect to the peril of riot, civil commotion; vandalism and malicious mischief, this coverage shall apply only if such order is given as a direct result of damage or destruction in the said premises or within five hundred feet thereof.

(5) In the event of loss or damage by a peril insured against to property under construction and insured by this Policy, the measurement of the resulting actual loss sustained shall be in accordance with the following:

(a) the section numbered (1) under "This Policy covers loss as defined herein" shall read:

(1) Computed for a period of time equivalent to the time in which, with due diligence and dispatch, the property could be repaired or replaced. This equivalent period of time shall be applied to the experience of the business after the business has reached planned level of production or level of business operations. Neither period of time mentioned above is limited by the day of expiration named in this Policy.

(b) In determining the indemnity payable under this Policy, due consideration shall be given to the available experience of the business compiled after completion of the construction.

This Policy also covers loss as herein defined resulting from physical damage caused by any peril insured against to:

(1) Tanks, flues, pipes, drains, tunnels, wiring and other equipment and passageways located underground and to foundations of buildings, machinery and structures, whether or not underground, all on premises containing the property described herein.

(2) Electrical transmission lines and other electrical equipment and to fuel, water, steam and refrigeration transmission lines, all situate outside the described premises but within 500 feet thereof, except that liability is not otherwise assumed for loss as herein defined resulting from lack of such incoming services caused by an off-premises occurrence unless specifically endorsed herein.

(3) New buildings and other structures and additions now in process of erection or hereafter erected on the described premises including contents thereof and alterations and repairs to buildings and structures herein insured; also (a) materials and supplies therefor, and (b) equipment, machinery and apparatus for the service thereof, all when on such premises or within 500 feet thereof.

(4) Bullion and manuscripts while on the described premises.

(5) Property appurtenant to the business of the Insured (not otherwise insured or not excluded by this Policy) outside of buildings and railroad cars when on the described premises or when within 500 feet thereof.

(6) Railroad rolling stock, other vehicles, and their contents while on the described premises or within 500 feet thereof.

(7) Property at any location in the United States or Canada rented or purchased by the Insured after the inception date of this Policy up to a limit of \$100,000 or 1% of the face amount of the Policy, whichever is smaller, and for a period of 90 days from date of acquisition unless such property is otherwise insured. No coverage is provided under this clause on property in transit.

This Company shall not be liable for:**LAW OR
ORDINANCE**

1. Any increase of loss resulting from any law or ordinance which:
 - (A) regulates building construction, repair or use,
 - (B) necessitates demolition of any undamaged portions of buildings or structures,
 on the premises described herein.

**ELECTRICAL
CURRENT**

2. Loss caused by electrical current artificially generated except for loss by fire ensuing therefrom; electrical arcing itself is not a fire within the intent or meaning of this Policy.

**FINISHED
PRODUCT**

3. Loss resulting from damage to finished product manufactured by the Insured nor for the time required for its reproduction.

**IDLE
PERIODS**

4. Loss with respect to any period during which goods would not have been produced, or business operations or services would not have been maintained for any reason other than direct damage to the said premises from a peril insured against herein.

FLOOD

5. Loss resulting from flood or the release of water from natural or man-made bodies of water, whether or not caused by or contributed to by an insured peril. However, liability is specifically assumed for loss or damage by fire, sprinkler leakage, explosion, or accident, all as defined and limited elsewhere in this Policy, resulting from flood or the release of water from natural or man-made bodies of water. For the purpose of this Policy, flood includes but is not limited to tidal wave, wave wash, high water, or overflow, surface or rising water, all whether or not driven by wind.

**NUCLEAR
PERILS**

6. Loss as herein defined caused by nuclear reaction or nuclear radiation or radioactive contamination all whether directly or indirectly resulting from an insured peril under this Policy, except as provided in the Limited Radioactive Contamination Clause.

However, if fire or sprinkler leakage ensues, liability is specifically assumed for loss as herein defined resulting from such ensuing fire or sprinkler leakage but not including any loss due to nuclear reaction, nuclear radiation or radioactive contamination.

Permission is given:

- (1) For other insurance.
- (2) To store and use any and all materials usual and incidental to the business or occupancy.
- (3) To alter and repair the described premises.
- (4) To cease operations and for the premises to be vacant or unoccupied for sixty (60) consecutive days, and for more than sixty (60) consecutive days providing the same degree of fire protection and watch service is maintained as existed at the time of the discontinuance of normal operations.
- (5) To operate the establishment all hours, day and night.

**STANDARD
DEDUCTIBLE**

In each case of loss or damage from the hazards insured against by this Policy this Company shall not be liable unless the Insured sustains a loss in excess of \$500 and then only for its share of such excess. Whether this Policy covers one or more locations, the deductible amount shall apply against the total loss from the perils insured against suffered by the Insured in any one occurrence. If two or more deductible amounts in this Policy apply for a single occurrence the total to be deducted shall be the largest deductible amount applicable unless otherwise provided in this Policy.

**OTHER
INSURANCE**

It is a condition of this Policy that if at the time of loss there is other insurance against loss as herein defined, whether collectible or not, covering any property included under this Policy against any of the hazards insured against by this Policy, the liability of this Company shall not exceed that proportion of the loss which the amount of insurance against the hazard of fire covered under this Policy bears to the total of such insurance against the hazard of fire in force on any of the property covered hereunder, limited by the following:

OTHER
INSURANCE
(Cont'd)

1. If such other insurance is not written upon the same plan, terms, conditions and provisions as those contained in this Policy then this Policy shall apply (except as to loss resulting from damage to electrical apparatus by fire caused by an electrical current artificially generated and loss resulting from damage by explosion) only for the difference between the amount for which such other insurance would be liable if insurance provided by this Policy did not exist and the total amount of such loss.

2. If at the time of loss as herein defined caused by explosion or by fire due to electrical current artificially generated there is insurance other than fire insurance or fire insurance with extended coverage applicable to such loss, the loss, to which both the insurance provided by this Policy and such other insurance applies, shall be known as a "Joint Loss". In the event of such "Joint Loss":

(A) this Company shall be liable under this Policy only for the proportion of the said Joint Loss that the amount which would have been payable under this Policy on account of said Joint Loss, had no insurance other than fire insurance or fire insurance with extended coverage existed, bears to the combined total of the said amount and the amount that would have been payable under all other insurance on account of said Joint Loss had there been no insurance under this Policy, but

(B) in case the Policy or Policies, other than fire insurance or fire insurance with extended coverage, do not contain provisions similar to those in (A) above, then this Company shall not be liable under this Policy for any loss caused (1) by explosion, (2) by fire to the equipment in which the loss originated when caused by electrical current artificially generated.

3. If this Policy is divided into more than one item, the foregoing conditions shall apply to each such item separately.

CONSEQUEN-
TIAL
LOSS

It is understood and agreed that in the event of direct damage to any property situate on the described premises by reason of any peril insured against by this Policy, other than riot, civil commotion, vandalism and malicious mischief as herein defined, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other property situate on the described premises, then this Policy will cover any resulting loss as herein defined.

The liability of this Company includes only the loss incurred during such period as would be required with the exercise of due diligence under normal conditions to repair or replace the damaged property. Nothing in this clause shall be deemed to extend this insurance to loss which is otherwise specifically excluded from coverage by the terms of this Policy.

This Company shall not be liable for any increase of loss due to the suspension, cancellation or lapse of any lease, contract, license or order nor for any loss due to fines or damages for breach of contract or for late or non-completion of orders or for penalties of whatever nature nor shall the Company be liable for any other consequential or remote loss.

NO
CONTROL

This Policy shall not be invalidated by increase in hazard in any portion of the premises over which the Insured has no control.

DIVISIBLE
CONTRACT

If the premises described in this Policy include two or more buildings, or the contents of two or more buildings, the breach of any condition of this Policy in respect to any one or more of the buildings insured or containing the property insured, shall not prejudice the right to recover for loss occurring in any building insured or containing the property insured where, at the time of the loss, a breach of condition does not exist.

5-C STANDARD PROVISIONS (8/69)

**SUBROGA-
TION**

This Company may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company, but this Company shall not acquire any rights of recovery which the Insured has expressly waived prior to loss nor shall such waiver affect the Insured's rights under this Policy.

**NO REDUCTION
BY LOSS**

It is mutually understood and agreed that the amount of insurance shall not be reduced by the payment of losses under this Policy, but the Insured shall in rendering reports (if such are required) include the amount collected for such losses as income for the loss period.

**UNDERLYING
POLICY**

If the premises described in this Policy include property in more than one state, province or territory, it is understood that separate policies underlying this Policy may be issued in compliance with state, province or territory laws, and that this Policy is subject to the conditions of the Standard Fire Insurance Policy of the state, province, or territory in which the individual properties are located. It is further understood, however, that such underlying policies are not to be considered as additional insurance but as duplicates only.

**LIBERALIZA-
TION**

If any authorized endorsement or filed rules or regulations affecting this Policy are revised by statute or otherwise so as to broaden the insurance without additional premium charge, such extended or broadened insurance shall inure to the benefit of the Insured hereunder, effective as of the date of the change.

**LOSS
PAYABLE**

Unless otherwise provided herein, loss, if any, is to be adjusted with and payable to the Insured named in this Policy.

PLANS

Reference is hereby made to plan(s) on file in the office of this Company for further description and location of property herein described.

Attached to and forming a part of Policy Contract No.74089.....

MFB MUTUAL INSURANCE COMPANY

.....
Authorized Signature

REINSURANCE RIDER

(1) The liability of this Company has been partially reinsured under uniform reinsurance contracts, and each Company's percentage (retained or reinsured) of the amounts of insurance and of premium deposit and of any increases or decreases in such amounts effected during the term hereof is as follows:

Key Letter	L							
MFB Mutual Insurance Company, Providence, R. I.	56.0							
Arkwright-Boston Manufacturers Mutual Insurance Company, Waltham, Mass.	27.4							
Philadelphia Manufacturers Mutual Insurance Company, Philadelphia, Pa.	5.0							
Protection Mutual Insurance Company, Chicago, Ill.	11.6							
	100%	100%	100%	100%	100%	100%	100%	100%

(2) The return of unabsorbed premium deposit, if any, shall be the aggregate of the returns made by this Company and by all of the Reinsuring Companies set forth above on each Company's share of the total premium deposit, and if this Company should ever be placed in the hands of a receiver, liquidator or other statutory successor, each of the Companies specified above shall be separately and directly responsible to the Insured named in this Policy, or to any other person specified herein, for payment of the unabsorbed premium deposit, if any, accruing against each said Company's share of the total premium deposit.

(3) If this Company should ever be placed in the hands of a receiver, liquidator, or other statutory successor, each of the Reinsuring Companies shall become directly liable to the policyholder for unpaid past losses and future losses each for its pro rata share and the policyholder who accepts any payment from or exercises any rights against the Reinsurer thereby consents to such substitution of the Reinsuring Companies for this Company and releases his claim against this Company.

(4) The above agreements for the payment of unabsorbed premium deposit and liability for losses on the part of the Reinsuring Companies are in accordance with Article X of the Factory Mutual Reinsurance Agreement, which is printed on the reverse side of this Rider, and which is binding on all the Reinsuring Companies.

(5) In accordance with the Factory Mutual Intercompany Reinsurance Agreement (Article XI), in the event of the insolvency of any reinsuring company the other Factory Mutual Companies opposite which a percentage is shown above agree that they shall each be liable for that proportion of any outstanding losses reinsured by such insolvent reinsuring company which the amount of insurance or reinsurance carried by each of them bears to the total insurance and reinsurance in the solvent companies on the risks which suffered loss.

MFB MUTUAL INSURANCE COMPANY

By _____
Authorized Signature

REINSURANCE RIDER (Cont'd)

ARTICLE X

Substitution of the Reinsuring Companies for the Placing Company

Unless otherwise specifically provided by law, the reinsuring companies shall be directly liable to the policyholder of the placing company, if the placing company shall be placed in the hands of a receiver, assignee, trustee, state commissioner of insurance or other person for the purpose of liquidation, under the following conditions:

- (1) If at such time there shall be in force any policies issued by the placing company and reinsured hereunder, the reinsuring companies shall thereupon be substituted for the placing company upon any such policies as to liability for unpaid past losses and future losses to the extent of the amount reinsured by them and in addition for that proportion of the amount retained by the placing company which each reinsuring company's amount of reinsurance bears to the total amount reinsured, all as shown by the reinsurance rider attached to the reinsured policy.
- (2) Losses shall be paid directly to the insured named in the reinsured policies. The reinsuring companies in dealing with the insured in relation to any such losses, shall have all the rights and privileges possessed by the placing company under its policies issued to the insured, and shall be liable to the insured under such policies to the extent specified above for the payment of losses as if they had been named in such policies as the insurer. The assumption by the reinsuring companies of such loss liability to the insured named in the policies of the placing company to which the reinsurance rider is attached shall thereby relieve them from all such loss liability to the placing company and to its liquidator, receiver, assignee, trustee, state commissioner of insurance, or other person.
- (3) If at such time there shall be in force any policies issued by the placing company and reinsured hereunder which upon their expiration or prior termination would entitle the policyholder to any return of unabsorbed premium deposit declared as payable by the reinsuring companies, payment of such unabsorbed premium deposit shall be made directly to the insured, or any other person designated in such reinsured policies as the intended recipient thereof, and not to a receiver, assignee, trustee, state commissioner of insurance, or other person responsible for the liquidation of the placing company.

On the reinsurance of all policies which do not provide for substitution of the reinsuring companies for the placing company the reinsurance shall be payable by the reinsuring companies on the basis of the liability of the placing company under the contract or contracts reinsured without diminution because of the insolvency of the placing company, directly to the placing company or to its liquidator, receiver, or other statutory successor.

REPLACEMENT INSURANCE

Applicable to the kind(s) of insurance where "Replacement Value" is indicated under the Location Description(s) on the preceding pages.

It is understood and agreed, subject to all the terms, conditions and stipulations of the Policy to which this endorsement is attached, not in conflict herewith, that in case of loss or damage to:

Any property covered under this Policy except Stock and Supplies, Jigs and Fixtures, Dies, Small Tools, Drawings, Patterns, Records including Records on Photographic Film, Data Processing Media, Data Storage and Program Devices, Manuscripts, Contractor's Equipment, Employees Personal Property, Personal Property of Third Parties

and

this Policy is hereby extended to indemnify the insured for the cost, as of the date of loss, of replacement of the damaged or destroyed property in a new condition with materials of like size, kind and quality, all subject to the following conditions:

1. If property damaged or destroyed is useless to the insured or is not repaired, rebuilt or replaced on the same or another site within a reasonable time after the loss or damage, this Company shall not be liable for more than the actual cash value (ascertained with proper deduction for depreciation) of the property destroyed.
2. The total liability of this Company under this Policy for loss to property included under this endorsement shall not exceed the smallest of the following:
 - a. the cost to repair, or
 - b. the cost to rebuild or replace, all as of the date of loss, on the same site, with new materials of like size, kind and quality, or
 - c. the actual expenditure incurred in rebuilding, repairing or replacing on the same or another site.
3. This Company shall not be liable for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.
4. If at the time of loss covered under this Policy claim is made for the cost of replacement of the property damaged or destroyed, then this Company shall be liable under this endorsement for no greater proportion of such loss than the latest amount shown below bears to 90% of the cost at the time of loss and at the same site of replacement in a new condition with materials of like size, kind and quality, of all the property included under the terms of this endorsement. The value of the foundations and other property located below the lowest basement floor or, where there is no basement, below the surface of the ground shall be disregarded in applying this co-insurance provision. In the event that the aggregate claim for any loss covered under the conditions of this endorsement is less than \$10,000 and less than 5% of the total amount of insurance provided hereby, no special inventory or appraisalment of the undamaged property shall be required.

AMEND. No. 0 AMT. EFF. AFTER 2-9-70	AMEND. No. 3 AMT. EFF. AFTER 5-1-70	AMEND. No. 4 AMT. EFF. AFTER 8- 1-70	AMEND. No. 9 & 11 AMT. EFF. AFTER 2- 1-71	AMEND. No. 14 AMT. EFF. AFTER 2-1-72	AMEND. No. AMT. EFF. AFTER
\$ 5,075,000	\$ 6,530,000	\$ 8,521,000	\$ 7,851,000	\$ 8,348,000	\$

| AMEND. No.
AMT. EFF. AFTER |
|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| \$ | \$ | \$ | \$ | \$ | \$ |

REPLACEMENT INSURANCE (Cont'd)

5. If at the time of loss as covered under the conditions of the item(s) of this Policy to which this endorsement applies there is other insurance written (1) on an actual cash value basis only, or (2) with a separate amount applicable for the difference between the actual cash value (ascertained with proper deduction for depreciation) and the cost of replacement, then the amount of insurance provided under said item(s) of this Policy shall be divided and apply as follows:

- a. \$..... On actual cash value (ascertained with proper deduction for depreciation).
- b. \$..... On difference between actual cash value and cost of replacement in a new condition,

it being agreed that this Company shall be liable for no greater proportion of any loss or damage calculated on an actual cash value basis than the amount set forth in a. above bears to the total amount of all actual cash value insurance in force, and shall be liable for no greater proportion of the loss suffered on the difference between the actual cash value of the damaged or destroyed property and the cost of replacement in a new condition than the amount set forth in b. above bears to the total amount of all insurance against loss for the difference between actual cash value and actual cost of replacement in a new condition.

6. In order to comply with the laws of the following states, it is understood and agreed that in the application of this endorsement the following conditions shall apply:

- a. for property situated in the Commonwealth of Massachusetts or the State of North Carolina the portion of the first sentence reading "as of the date of loss, of replacement in a new condition with materials of like size, kind and quality" is hereby deleted and the following is substituted therefor "of repairing, rebuilding or replacing on the premises described in the Policy or some other location within the Commonwealth of Massachusetts, or the State of North Carolina, as the case may be, mutually agreed upon between the insurer and the insured with materials of like size, kind and quality"
- b. for property situated in the Commonwealth of Massachusetts or the State of Washington the phrase "within a reasonable time" referred to in paragraph 1 shall mean "within not exceeding two years from the date of loss or such further time as may be agreed to between the insured and the insurer".
- c. for property situated in the State of Washington this endorsement shall be applicable only to buildings, machinery and equipment.
- d. for property situated in the Commonwealth of Massachusetts household furniture and furnishings in dwelling houses shall be excluded.

Nothing in this Repair or Replace Endorsement shall be construed to increase the limit(s) as set forth in the Policy to which this Endorsement is attached.

MFB MUTUAL INSURANCE COMPANY

..... Authorized Signature

AGREED AMOUNT ENDORSEMENT
(Repair or Replace)

It is understood and agreed that until.....*.....the amount stipulated under either (1) Paragraph 4 of Standard or Optional Endorsement No. 18, or (2) the first paragraph of "Special Provisions applicable to Fire and Extended Coverages Only" of Standard or Optional Endorsement No. FMB-18, whichever is attached to this Policy, represents at least 90% of the value of the property insured thereunder for the purposes of the provisions of said paragraph.

Attached to and forming a part of Policy Contract No.....74089.....

ALLENDALE MUTUAL INSURANCE COMPANY

.....Authorized Signature

- * February 1, 1971
- * February 1, 1972 - Amendment No. 11
- * February 1, 1973 - Amendment No. 14

Standard Endorsement No. 18-F
Factory Mutual Rating Bureau,
Providence, R. I.
Effective Date January 15, 1966
(Supersedes July 1, 1955)

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
(Section E) Sheet No. E-4
Effective February 9, 1970

(Applies to Fire and Supplemental Coverages Only)

FIRE DEPARTMENT SERVICE CHARGES

It is understood and agreed that this Policy is extended to cover actual loss sustained by the insured, for an amount not exceeding \$500., to defray regular, agreed fire department service charges, or those imposed by ordinance, in responding to a fire in, on or exposing the property described herein, excluding any liability for charges incurred by false alarms.

Attached to and forming a part of Policy Contract No. 74089

MFB MUTUAL INSURANCE COMPANY

.....
Authorized Signature

Standard Endorsement No. 20
Factory Mutual Rating Bureau
Providence, R. I.
Effective date April 1, 1953

SPECIAL ENDORSEMENT No. 1011

CIVIL AUTHORITY ENDORSEMENT

It is agreed with respect to any locations in the following States; Connecticut, Iowa, Kentucky, Maryland, New York, South Carolina and Virginia, and in the Commonwealth of Puerto Rico that the following amendment to the Time Element Insurance form attached to this Policy shall apply.

In the clause reading:

"THIS POLICY COVERS LOSS AS HEREIN DEFINED:

From actual curtailment of production or suspension of business operations resulting from order of civil authority prohibiting access to the premises described herein, during the period of time, not exceeding two weeks, while access to the said premises is prohibited, but only when such order is given as a direct result of damage or destruction by fire or other peril insured against, in the said premises or in the immediate vicinity thereof, provided such fire or other peril did not originate from any of the perils herein specifically excluded. With respect to the peril of riot, civil commotion, vandalism and malicious mischief, this coverage shall apply only if such order is given as a direct result of damage or destruction in the said premises or within five hundred feet thereof."

the last sentence reading,

"With respect to the peril of riot, civil commotion, vandalism and malicious mischief, this coverage shall apply only if such order is given as a direct result of damage or destruction in the said premises or within five hundred feet thereof."

is null and void.

Attached to and forming a part of Policy Contract No.74089.....

MFB MUTUAL INSURANCE COMPANY

.....Authorized Signature

Factory Mutual Rating Bureau
Providence, R. I.
Effective Date September 1, 1968

exhibit C

Allendale Insurance **CERTIFIED POLICY COPY** **MUTUAL CORPORATION**
NON-ASSESSABLE POLICY

Allendale Mutual Insurance Company
150 South Main Street
Providence, Rhode Island 02904
P.O. Box 8167

This is to certify that this is a true copy of the original
policy or endorsement bearing the same number issued
to the named insured by this Company. Liability is
assumed under the original policy only. Dated 13 Jul-98

NO. 74089

AMOUNT \$ 14,092,000 RATE Various PREMIUM \$ 117,477

In Consideration of the Provisions and Stipulations herein or added hereto and of One Hundred
Seventeen Thousand Four Hundred Seventy Seven DOLLARS PREMIUM

this Company, for the term from the 1st day of February 19 73 at noon, Standard Time, at
See Section C See Section C
of to the day of 19 location of property involved.

to an amount not exceeding Fourteen Million Ninety Two Thousand Dollars

does insure UNITED STATES RADIUM CORPORATION

and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described hereinafter while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Provisions Specially Applicable to this Policy

The insured by accepting this policy hereby becomes a member of this Company and subject to the provisions of its charter and by-laws, with power to vote at its meetings. This policy is non-assessable and the liability of the policyholder is limited to the premium paid.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at East Orange, New Jersey

Authorized Officer

President

Countersigned this day of 19

AGENT

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Insurable and accepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other Insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

- (a) while the hazard is increased by any means within the control or knowledge of the insured; or
- (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or
- (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation. If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions

84 relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

85 be added hereto by agreement in writing.
86 **Pro rata liability.** This Company shall not be liable for a greater proportion of any loss than the amount hereby

87 insured shall bear to the whole insurance covering the property
88 against the peril involved, whether collectible or not.
89 **Requirements in case loss occurs.** The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith

90 separate the damaged and undamaged personal property, put
91 it in the best possible order, furnish a complete inventory of
92 the destroyed, damaged and undamaged property, showing in
93 detail quantities, costs, actual cash value and amount of loss
94 claimed; and within sixty days after the loss, unless such time
95 is extended in writing by this Company, the insured shall render
96 to this Company a proof of loss, signed and sworn to by the
97 insured, stating the knowledge and belief of the insured as to
98 the following: the time and origin of the loss, the interest of the
99 insured and of all others in the property, the actual cash value of
100 each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

101 **Appraisal.** In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

102 **Company's options.** It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

103 **Abandonment.** There can be no abandonment to this Company of any property.

104 **When loss payable.** The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

105 **Suit.** No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

106 **Subrogation.** This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

Filing Record for Maintaining Policy

Amendment No.	Code	Effective	Type of Transaction or Change Made	Co. Code	
				Filing Instructions	
				1E	
				Remove old Sheet Nos.	Insert new Sheet Nos.
- For Transactions made under this Policy between 2-9-70 and 2-1-73 or to Amendment Nos. 0 thru 16 under the first issue of this Policy.					
		2- 1-73	POLICY FORM RETYPED		
11		2- 1-73	Automatic Renewal - CO-VR-0554- Includes Sheets A-1 thru A-6, B-1 thru B-11, C-1, C-2, Forms 5-C-D-1, T-8, T-12-A & 5-C-SP- 1, Sheets E-1 thru E-6		
14		11-20-73	Increase - Amount - Limit of Liability Amended - Loc. No. 1 - CO-VT-1125	B-1, B-2 and E-2	B-1, B-2 and E-2
27		2- 1-74	Decrease - Amount - Loc. No. 4- CO-VR-1015A	A-6, B-1, B-2, B-4, B-5, B-6,	A-6, B-1, B-2, B-4, B-5, B-6,
29		2- 1-74	Decrease - Loc. No. 5 and Mortgage Clause Cancelled - CO-VR-1015A	B-8 thru B-11, E-2 and E-3	B-8 thru B-11, E-2 and E-3
14		2- 1-74	Increase - Amount - Loc. Nos. 1, 2, 3, 4, 6, 7 and 8 - Limit of Liability Amended - Loc. No. 1 - Agreed Amount Endorsement Extended - CO-VR-1015		
29		12- 1-74	Decrease - Location No. 1-A Cancelled - CO-VT-1584B	B-1 thru B-6, B-9 thru B-11,	A-7, B-1 thru B-6, B-9 thru
29		2- 1-75	Decrease - Location No. 1 Cancelled - CO-VT-1584A	E-2 & E-3	B-11, E-2 & E-3
27		2- 1-75	Decrease - Amount - Location Nos. 2, 3, 6, 7 & 8 - CO-VT- 1584A		
14		2- 1-75	Increase - Amount - Location Nos. 2, 3, 4, 7 & 8 - Agreed Amount Endorsement Extended - CO-VT-1584		
		2- 7-75	Change - Loss Payable Clause Added - Location No. 7 - CO-VM- 0254		

Form 5-C-D-1, T-8, T-12A and 5-C-SP-1 Copy Policies 0
 ds 18-OM, 18-F, 20, 1311 and 1011 Certified 0
 rd Policy New Jersey Unsigned 4

writer	Applies to	Main	UDS	Exp.	Stat.	Fin.	Field	Branch	Service	Agent	Broker	Issue						
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Account No. 1-70731 Policy No. 74089
Sheet No. A-1

Title of Insured: UNITED STATES RADIUM CORPORATION

Any changes in Title, Amount of Insurance, Rate, or Premium Deposit effected subsequent to the commencement date of this Policy shall be considered as applying on the face of this Policy from the date such change is effected.

Losses adjusted with: United States Radium Corporation

All moneys, including premium deposits and losses payable under this Policy shall be payable as follows-

In United States in United States funds and
In Canada in Canadian Funds.

Johnson & Higgins of Pennsylvania, Inc. pays the premium deposit under this Policy and any return of unabsorbed premium deposit accruing under this Policy shall be paid to Johnson & Higgins of Pennsylvania, Inc.

ALLENDALE MUTUAL INSURANCE COMPANY

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. A-2
Effective February 1, 1973
Amendment No. 17

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 4 shall be payable to the Insured and Mutual Benefit Life Insurance Company, 520 Broad Street, Newark, New Jersey, 17101, as

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

.....Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. A-3
Effective February 1, 1973
Amendment No. 17

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 3 shall be payable to the Insured and Morris County Savings Bank, 21 South Street, Morristown, New Jersey, as

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74086

(Section A) Sheet No. A-4

Effective February 9, 1970

(CANCELLED - 2-1-73 - Amendment No. 17)

The attached is a true copy or duplicate original of Master Policy # 74089, except that it carries duplicates of only such riders, forms, attachments and endorsements (which are attached to said Master Policy) as relate and apply to the specific property on which The Mutual Benefit Life Insurance Company holds the first mortgage, know as (Insured premises:) Corner of Horsehill Road and East Hanover Avenue & Hanover Township, New Jersey

Insuror hereby agrees that said Master Policy will not be cancelled, reduced or limited:

- (a) in amount and types of coverage respecting the aforesaid location, and/or
- (b) as to the interest of said first mortgagee

except upon 10 days prior written notice to The Mutual Benefit Life Insurance Company of intent to do so.

November 25, 1970
Date

ALLENDALE MUTUAL INSURANCE CO.
Name of Insuror

February 9, 1970
Effective date of endorsement

By: _____
Signature of Agent of Insuror

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. A. 5
Effective February 1, 1973
Amendment No. 17

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 7 shall be payable to the Insured and New England Mutual Life Insurance Company, c/o Peter F. Pasbjerg & Company, Inc., 18 Beaver Street, Newark, New Jersey, 07102, under Loan No. P-1808, as

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. A- 6
Effective February 1, 1973
Amendment No. 17

(CANCELLED 2-1-74 - Amend. No. 20)

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 5 shall be payable to the Insured and the First National Iron Bank, 22 South Street, Morristown, New Jersey 07960, as first

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

Loss, if any, under this Policy on two Infra-Red Dryers at Location No. 7 shall be payable to the Insured and Citicorp Leasing Corporation, 25 Commerce Drive, Cranford, N. J. 07016.
(Effective 2-7-75 - Amendment No. 26)

Loss, if any, under this Policy on one (1) Five Spindle Precision Drill Press with Plexiglas Cover and Spare Parts at Location No. 8 shall be payable to the Insured and Citicorp Leasing, Inc., 25 Commerce Drive, Cranford, New Jersey 07016. (Effective 6-16-75 - Amendment No. 28)

Loss, if any, under this Policy on two (2) IBM CRT Data Entry Stations, Model #3275 and two (2) IBM Data Entry Station Printers, Model #3284 valued at \$14,568. at Location No. 2 shall be payable to the Insured and Citicorp Leasing, Inc., 399 Park Avenue, New York, New York 10022.
(Effective 10-31-75 - Amendment No. 30)

Loss, if any, under this Policy on one (1) Calcomp Direct Access Storage System, Model #CD 12/14, one (1) Calcomp Controller, Model #CD 14 and five (5) Calcomp Disk Driver, Model #CD 12 valued at \$19,500. at Location No. 4 shall be payable to the Insured and Citicorp Leasing, Inc., 399 Park Avenue, New York, New York 10022.
(Effective 10-31-75 - Amendment No. 30)

Loss, if any, under this Policy on one (1) IBM Data Adaptor, Model #2701 and one (1) IBM CRT Data Entry Station, Model #3275 valued at \$17,260. at Location No. 4 shall be payable to the Insured and Citicorp Leasing, Inc., 399 Park Avenue, New York, New York 10022.
(Effective 10-31-75 - Amendment No. 30)

Loss, if any, under this Policy on one (1) IBM CRT Data Entry Station, Model #3275 and one (1) IBM Data Entry Station Printer, Model #3284 valued at \$7,284. at Location No. 8 shall be payable to the Insured and Citicorp Leasing, Inc., 399 Park Avenue, New York, New York 10022.
(Effective 10-31-75 - Amendment No. 30)

This Policy provides insurance against Property Damage to the property of the titled Insured, including the Insured's interest in Improvements and Betterments, and insurance against Business Interruption and Extra Expense loss, when such loss or damage is caused by the perils herein insured against, except loss to any property specifically excluded.

The Standard Conditions applicable to Property Damage are shown in the pages designated "5-C-D-1" and those applicable to Business Interruption and Extra Expense are shown in the pages designated "T-8", "T-12A" and "5-C-SP-1".

The latest amount shown below is divided and shall apply separately for the amounts indicated for each type of insurance. Blanket Coverage is provided within each type of insurance, in the latest amount shown below as Sub-Totals, except as specifically restricted or limited. The amounts and premium deposits under the locations are for accounting purposes only except that no liability is assumed by this Policy for any coverage under which a zero amount of insurance or premium deposit is currently indicated.

AMENDMENT NO.		TOTAL AMOUNT AND PREMIUM							
CODE	EFFECTIVE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
GRAND TOTAL ALL COVERAGES		Carried Forward From First Issue of Policy -							99,940
			11,573,000						
	2- 1-73	Prem. Absorb. at Automatic Renewal -				55,802			
17	11 2- 1-73	+2,519,000	14,092,000				+ 17,537	117,477	
18	14 11-20-73	+ 89,000	14,181,000				+ 1,130	118,607	
19	27 2- 1-74	- 10,000	14,171,000			---	- 51	118,556	
20	29 2- 1-74	- 176,000	13,995,000			---	- 528	118,028	
21	14 2- 1-74	+3,135,000	17,130,000				+ 24,477	142,505	
22	29 12- 1-74	- 30,000	17,100,000			---	- 385	142,120	
23	29 2- 1-75	- 125,000	16,975,000			---	- 1,597	140,523	
24	27 2- 1-75	-1,191,000	15,784,000			---	- 11,321	129,202	
25	14 2- 1-75	+ 791,000	16,575,000				+ 8,460	137,662	
27	13 4-21-75	+ 100,000	16,675,000				+ 1,270	138,932	
29	26 8- 8-75	Rate Reduced - Loc. No. 8					---	- 16,293	122,639
B-TOTALS - For Information Purposes Only -									
PROPERTY DAMAGE			12,410,000					93,522	
BUSINESS INTERRUPTION			4,215,000					28,547	
EXTRA EXPENSE			50,000					570	

FIRE AND EXTENDED COVERAGE
 PROPERTY - PERSONAL

RISK NO. 00920
 Location(s) No. 1

MISCELLANEOUS UN-SCHEDULED LOCATIONS

On Property located within the Continental limits of the United States of America, Alaska, Hawaii and Puerto Rico.

Includes - Insured's interest in Improvements and Betterments
 Excludes - Property in transit

This insurance does not cover any property insured under any other item of this Policy or under any other policy issued by this Company to this Insured, or insured in whole or in part by any other insurance.

LIMIT OF LIABILITY - under this Policy for any one loss at any geographic location under this "Miscellaneous Un-Scheduled Locations" equals \$100,000.

Statement of Values - See Sheet B-3-A

AMENDMENT NO.		11-A-0-8-0-60-081-31-01-920-1-06-00-2-B							
CODE	EFFECTIVE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible									
Carried Forward From First Issue of Policy -									
			39,000		1.27	Al.2			495
--	--	2- 1-73	Prem. Absorb. at Automatic Renewal -				419		
17	11	2- 1-73	- 28,000	11,000	1.27	Al.2	-	355	140
18	14	11-20-73	+ 89,000	100,000	1.27	Al.2	+	1,130	1,270
18		11-20-73	Limit of Liability changed from \$21,000 to \$100,000 for Property Damage and \$10,000 for Business Interruption						
23	29	2- 1-75	- 100,000	-0-	1.27	Al.2	----	- 1,270	-0-
27	13	4-21-75	+ 100,000	100,000	1.27	Al.2	+	1,270	1,270
31-B-0-8-0-60-081-31-01-920-1-06-00-1-B									
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible									
Carried Forward From First Issue of Policy -									
				10,000	1.31	Al.2			131
--	--	2- 1-73	Prem. Absorb. at Automatic Renewal -				115		
17	11	2- 1-73	-0-	10,000	1.31	Al.2		-0-	131
21	14	2- 1-74	+ 15,000	25,000	1.31	Al.2	+	196	327
21		2- 1-74	Limit of Liability changed from \$10,000 to \$25,000						
23	29	2- 1-75	- 25,000	-0-	1.31	Al.2	----	- 327	-0-
EXTRA EXPENSE - Value - \$ Deductible									
				-0-					-0-

RE AND EXTENDED COVERAGE
 PROPERTY - PERSONAL

RISK NO. 00920
 Location(s) No. 1-A

MISCELLANEOUS UN-SCHEDULED LOCATIONS

Property located in the Dominion of Canada.
 Includes - Insured's interest in Improvements and Betterments
 Excludes - Property in Transit
 This insurance does not cover any property insured under any other item of this policy or under any other policy issued by this Company to this Insured, or insured in whole or in part by any other insurance.
 LIMIT OF LIABILITY - under this Policy for any one loss at any geographic location under this "Miscellaneous Un-Scheduled Locations" equals \$30,000.
 Statement of Values - See Sheet B-3-A

AMENDMENT NO.		11-A-0-8-0-00-899-66-06-920-1-06-00-2-B							
CODE	EFFECTIVE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible									
Carried Forward From First Issue of Policy -									
			26,000		1.27	A1.2			330
-- --	2- 1-73	Prem. Absorb. at Automatic Renewal -					173		
17 11	2- 1-73	- 6,000	20,000		1.27	A1.2	- 76		254
22 29	12- 1-74	- 20,000	-0-		1.27	A1.2	--- - 254		-0-
31-B-0-8-0-00-899-66-06-920-1-06-00-1-B									
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible									
Carried Forward From First Issue of Policy -									
			10,000		1.31	A1.2			131
-- --	2- 1-73	Prem. Absorb. at Automatic Renewal -					78		
17 11	2- 1-73	-0-	10,000		1.31	A1.2	-0-		131
22 29	12- 1-74	- 10,000	-0-		1.31	A1.2	--- - 131		-0-
XTRA EXPENSE - Value - \$ Deductible									
			-0-						-0-

"STATEMENT OF VALUES - MISCELLANEOUS UN-SCHEDULED LOCATIONS"

The Insured shall as of the first day of the month on which this Policy begins and annually thereafter send to this Company a statement of the average insurable value for the preceding twelve-month period. Such statements shall be filed not later than thirty days after the anniversary date.

If such values are not received as indicated above, the following Co-Insurance clause shall apply:

This Company shall not be liable for a greater proportion of any loss to the property described herein than the latest amount indicated in the column headed "New Amount" bears to ninety percent (90%) of the average of the Replacement Value of said property existing during the twelve (12) months immediately preceding the time that such loss shall happen, nor for more than the proportion which the latest amount of insurance indicated in the column headed "New Amount" bears to the total insurance thereon.

In the event that the aggregate claim for any loss is both less than ten thousand dollars (\$10,000) and less than five percent (5%) of the total amount of insurance applying to the property described herein at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required.

If an Agreed Amount Endorsement is attached to Section E of this Policy, the conditions of said Endorsement are not applicable to the above Co-Insurance clause.

RE AND EXTENDED COVERAGE
 PROPERTY - PERSONAL

RISK NO. 21674
 Location(s) No. 2

BROOKLYN, NEW YORK
 No. 3611 14th Avenue also
 known as No. 1425 37th Street
 "HALSEY X-RAY PRODUCTS, INC."

bounded by - (1) 37th Street (2) 15th Avenue (3) 36th Street (4) 14th Avenue
 includes - Interest of Sylvan Finishing Corporation

AMENDMENT NO.		11-A-0-9-0-60-081-31-01-640-1-06-00-2-B							
CODE	EFFECTIVE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
PROPERTY DAMAGE		- Replacement Value - \$1,000 Deductible							
Carried Forward		From First Issue of Policy -							
			1,423,000	.86	A			12,238	
	2- 1-73	Prem. Absorb. at Automatic Renewal				5,069			
17	11	2- 1-73	+ 61,000	1,484,000	.86	A	+ 524	12,762	
21	14	2- 1-74	+ 166,000	1,650,000	.86	A	+ 1,428	14,190	
25	14	2- 1-75	+ 100,000	1,750,000	.86	A	+ 860	15,050	
BUSINESS INTERRUPTION		31-B-0-9-0-60-081-31-01-640-1-06-00-1-B							
Carried Forward		From First Issue of Policy -							
			807,000	.679	A			5,479	
	2- 1-73	Prem. Absorb. at Automatic Renewal				2,365			
17	11	2- 1-73	+ 125,000	932,000	.679	A	+ 849	6,328	
21	14	2- 1-74	+ 258,000	1,190,000	.679	A	+ 1,752	8,080	
24	27	2- 1-75	- 70,000	1,120,000	.679	A	- 475	7,605	
XTRA EXPENSE		Value - \$ Deductible							
			-0-					-0-	

PROPERTY AND EXTENDED COVERAGE
 PROPERTY - REAL & PERSONAL

RISK NO. 31130.88
 Location(s) No. 3

E. HANOVER TOWNSHIP, NEW JERSEY
 Horsehill Road - north of East
 Hanover Avenue

"X-RAY SCREEN DIVISION"

Includes - Interest of Frederick Holding Company, as Building Owner, c/o
 William Blanchard, 199 Mountain Avenue, Springfield, New Jersey
 07081

Excludes - Office Building and its Contents

AMENDMENT NO.		11-A-0-9-0-00-187-29-01-321-1-06-00-2-B						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible								
Carried Forward From First Issue of Policy -								
			561,000	.43	A			2,411
--	--	2- 1-73	Prem. Absorb. at Automatic Renewal			1,086		
17	11	2- 1-73	+ 71,000	.43	A		+ 307	2,718
21	14	2- 1-74	+ 93,000	.43	A		+ 400	3,118
25	14	2- 1-75	+ 107,000	.43	A		+ 460	3,578
AMENDMENT NO.		31-B-0-9-0-00-187-29-01-321-1-06-00-1-B						
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible								
Carried Forward From First Issue of Policy -								
			336,000	.40	A			1,344
--	--	2- 1-73	Prem. Absorb. at Automatic Renewal			560		
17	11	2- 1-73	+ 62,000	.40	A		+ 248	1,592
21	14	2- 1-74	+ 57,000	.40	A		+ 228	1,820
24	27	2- 1-75	- 29,000	.40	A		- 116	1,704
EXTRA EXPENSE - Value - \$ Deductible								
-0-								

PROPERTY AND EXTENDED COVERAGE
PROPERTY - REAL & PERSONAL

RISK NO. 31130.88-P
Location(s) No. 4

E. HANOVER TOWNSHIP, NEW JERSEY
Corner of Horsehill Road and East
Hanover Avenue

"Office Building"

Insurance confined to Office Building and its Contents

Includes - Interest of Blanchard Securities, Inc., (as Building Owner), c/o
William Blanchard Company, 199 Mountain Avenue, Springfield, New
Jersey, 07081

LIMIT OF LIABILITY - Limit under this Policy for loss resulting from damage
to this location equals the latest amount shown below for Property Damage,
Business Interruption.

AMENDMENT NO.		12-A-0-8-2-00-187-29-01-720-5-06-80-2-B						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible								
Carried Forward From First Issue of Policy -								
			375,000	.549	B1.2			2,058
			Prem. Absorb. at Automatic Renewal -			1,760		
07	11	2- 1-73 +	50,000	.549	B1.2		+ 275	2,333
01	14	2- 1-74 +	20,000	.549	B1.2		+ 110	2,443
05	14	2- 1-75 +	59,000	.549	B1.2		+ 324	2,767
AMENDMENT NO.		32-B-0-8-2-00-187-29-01-720-5-06-80-1-B						
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible								
07	11	2- 1-73 +	25,000	.511	B1.2		+ 128	128
09	27	2- 1-74 -	10,000	.511	B1.2	---	- 51	77
05	14	2- 1-75 +	2,000	.511	B1.2		+ 10	87

RE AND EXTENDED COVERAGE

RISK NO. 31130.88-P
 Location(s) No. 4 Continued

LIMIT OF LIABILITY - See Sheet C-2

AMENDMENT NO.		32-C-0-8-2-00-187-29-01-720-5-06-80-1-B						
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
XTRA EXPENSE -		Actual Value - \$1,000 Deductible						
Carried Forward		From First Issue of Policy -						
			50,000	1.14	B1.2	509		570
- --	2- 1-73	Prem. Absorb. at Automatic Renewal -						
17 11	2- 1-73	-0-	50,000	1.14	B1.2		-0-	570

REAL AND EXTENDED COVERAGE
PROPERTY - REAL

RISK NO. 31130.92
Location(s) No. 5

E. HANOVER TOWNSHIP, NEW JERSEY
West Street

Includes - Supplies, Tools, Permanent Fixtures and Equipment pertaining to service in, on, or attached to the Real Property

Excludes - All Personal Property (except as indicated above) and the Insured's legal liability therefor.

Includes - Interest of DeForrest Investment Co., as Building Owner, 72 DeForrest Street, Hanover Township, New Jersey

AMENDMENT NO. 11-A-0-9-0-00-187-29-01-910-1-06-00-2-B

CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE	- Replacement Value - \$1,000 Deductible							
Carried Forward	From First Issue of Policy -							
			164,000	1.70	A			2,788
---	2- 1-73	Prem. Absorb.	at Automatic Renewal			1,220		
17 11	2- 1-73	+	12,000	.30	A		- 2,260	528
20 29	2- 1-74	-	176,000	.30	A		- 528	-0-
			-0-					
BUSINESS INTERRUPTION	- Actual Annual Value - \$							
			-0-					-0-
EXTRA EXPENSE	- Value - \$							
			-0-					-0-

PROPERTY AND EXTENDED COVERAGE
 PROPERTY - PERSONAL

RISK NO. 31137.66
 Location(s) No. 6

PARSIPPANY, NEW JERSEY
 No. 1259 Route 46 Building No. 2

"LIGHTING PRODUCTS DIVISION"

AMENDMENT NO.		11-A-0-9-0-00-388-29-01-503-1-06-00-2-B						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible								
Carried Forward From First Issue of Policy -								
			415,000	.588	A			2,440
--	2- 1-73	Prem. Absorb. at Automatic Renewal -				1,061		
7	11 2- 1-73	+ 236,000	651,000	.588	A		+ 1,388	3,828
1	14 2- 1-74	+ 94,000	745,000	.588	A		+ 553	4,381
4	27 2- 1-75	- 14,000	731,000	.588	A	---	- 82	4,299
31-B-0-9-0-00-388-29-01-503-1-06-00-1-B								
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible								
Carried Forward From First Issue of Policy -								
			196,000	.465	A			911
--	2- 1-73	Prem. Absorb. at Automatic Renewal -				348		
7	11 2- 1-73	+ 114,000	310,000	.465	A		+ 530	1,441
1	14 2- 1-74	+ 150,000	460,000	.465	A		+ 697	2,138
4	27 2- 1-75	- 90,000	370,000	.465	A	---	- 418	1,720
EXTRA EXPENSE - Value - \$ Deductible								
-0-								

PROPERTY AND EXTENDED COVERAGE
 PROPERTY - REAL & PERSONAL

RISK NO. 31456
 Location(s) No. 7

BEATTYSTOWN, NEW JERSEY
 Route 57 (Kings Highway)

"PHOSPHORS DIVISION"

includes - Interest of Kings Highway Investment Co., as Building Owner, c/o William Blanchard Company, 199 Mountain Avenue, Springfield, New Jersey, 07081

AMENDMENT NO.		11-A-0-9-0-00-499-29-01-504-1-06-00-2-B						
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible								
Carried Forward From First Issue of Policy -								
			3,090,000	.63	A			19,467
--	--	2- 1-73	Prem. Absorb. at Automatic Renewal -			8,255		
17	11	2- 1-73	+ 515,000	.63	A		+ 3,244	22,711
21	14	2- 1-74	+1,280,000	.63	A		+ 8,064	30,775
25	14	2- 1-75	+ 61,000	.63	A		+ 384	31,159
AMENDMENT NO.		31-B-0-9-0-00-499-29-01-504-1-06-00-1-B						
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible								
Carried Forward From First Issue of Policy -								
			803,000	.586	A			4,706
--	--	2- 1-73	Prem. Absorb. at Automatic Renewal -			2,181		
17	11	2- 1-73	+ 590,000	.586	A		+ 3,457	8,163
21	14	2- 1-74	+ 337,000	.586	A		+ 1,975	10,138
24	27	2- 1-75	- 360,000	.586	A		- 2,110	8,028
XTRA EXPENSE -		Value - \$		Deductible		-0-		

PROPERTY AND EXTENDED COVERAGE
 PROPERTY - REAL & PERSONAL

RISK NO. 38875.31-TP
 Location(s) No. 8

ALMEDIA, PENNSYLVANIA
 No. 4150 Old Berwick Road (Old U. S.
 Route No. 11)

Excludes - Building Nos. 9, 10 and Storage Silo and Miscellaneous Sheds
 including No. 11

LIMIT OF LIABILITY - Limit under this Policy for loss resulting from damage
 at this location equals the latest amounts shown below.

AMENDMENT NO.		13-A-0-8-8-19-031-37-01-280-5-06-82-2-B							
CODE	EFFECTIVE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
PROPERTY DAMAGE		- Replacement Value - \$1,000 Deductible							
Carried Forward		From First Issue of Policy -							31,343
--	--	2- 1-73	Prem. Absorb.	2,255,000	1.39	B1.2	22,409		
17	11	2- 1-73	+	340,000	1.39	B1.2		+ 4,727	36,070
21	14	2- 1-74	+	490,000	1.39	B1.2		+ 6,811	42,881
25	14	2- 1-75	+	462,000	1.39	B1.2		+ 6,422	49,303
29	26	8- 8-75	Rate Reduced to -		.998	B1.2	---	-13,904	35,399
BUSINESS INTERRUPTION		33-B-0-8-8-19-031-37-01-280-5-06-82-1-B							
Carried Forward		From First Issue of Policy -							13,098.
--	--	2- 1-73	Prem. Absorb.	1,013,000	1.293	B1.2	8,194		
17	11	2- 1-73	+	352,000	1.293	B1.2		+ 4,551	17,649
21	14	2- 1-74	+	175,000	1.293	B1.2		+ 2,263	19,912
24	27	2- 1-75	-	628,000	1.293	B1.2	---	- 8,120	11,792
29	26	8- 8-75	Rate Reduced to -		1.031	B1.2	---	- 2,389	9,403
EXTRA EXPENSE		Value - \$							-0-
		Deductible							-0-

Special Conditions & Stipulations SECTION C

CONDITIONS AND STIPULATIONS**ANNIVERSARY DATE** — The first of each February -**AUTOMATIC RENEWAL DATE** February 1, 1976**TERM** — Although this policy is originally issued on a three year basis, the liability under this policy is automatically renewed as expiring at each Automatic Renewal Date for subsequent periods of three years each until such time as cancellation notice is given under the terms of this policy.**REVIEW OF VALUES** — The Insured shall, as of 90 days prior to but no later than the inception date of this policy and as of 90 days prior to but no later than each anniversary date thereof, send to this Company a review of the current property values and annual Business Interruption values for the terms indicated at all locations where coverage is provided by this policy.

Such values shall be sub-divided by locations, with separate figures shown for each type of coverage at each location. The property values shall be shown on a Replacement Basis for property which is covered on a Repair or Replacement Basis and on an actual sound value basis for other property. The value of stock and supplies to be included in the property values shall be in accordance with the Value of Stock Clause contained in this policy and shall be based on the approximate average of the stock and supplies on hand during the twelve months immediately preceding the annual review of values. Business Interruption values shall be shown both as actual figures for the twelve months preceding the above-mentioned dates and as estimated figures for the twelve months subsequent to the above-mentioned dates.

Receipt of said values by this Company shall be considered as authorization by the Insured for Amounts of Insurance and Premium Deposits under this policy to be adjusted to conform (in round figures) with at least the respective percentages of the property values and Business Interruption values as such percentages are indicated opposite headings indicating "Kind of Insurance" at each location.

If such values are not received by this Company as indicated above, each kind of insurance (such as Physical Damage Insurance, Business Interruption Insurance, etc.) provided herein will continue in force but shall apply separately for the latest figures shown on the subtotal summary until such time as said values are received by this Company.

An accredited representative of this Company shall be permitted by the Insured to examine the records and books of the Insured and to make appraisals of the physical property at any reasonable time not oftener than annually in connection with the determination of property damage and Business Interruption values, if this Company so requests.

ADJUSTMENT OF PREMIUM — An accounting of the premium shall be made at each automatic renewal date of this policy and Insured shall restore the premium on deposit with this Company to the amount called for by the amounts of insurance continued in force immediately after said automatic renewal date.**DEFINITION OF "AMOUNT OF INSURANCE" FOR CONTRIBUTION PURPOSES** — For purposes of contribution with "Other Insurers", the "Amount of Insurance" applicable to each location shall be the latest amount shown opposite each type of coverage under each location-description in this policy and only for purposes of such contribution with other Insurers each type of coverage at each location shall be considered in the same manner as if such coverage at each location were written as a separate policy.**PROPERTY FOR SALE** — If during the term of this Policy, any of the property insured hereunder, except Stock and Supplies and Finished Goods, is offered for sale by the Insured; the liability of this policy for loss or damage, if any, to such "Property for Sale" shall not in any event exceed the price for which it is offered for sale.**AMOUNT DEDUCTIBLE** — This clause applies to each location where an "Amount Deductible" is indicated under the location description and replaces the Standard Deductible clause.

In each case of loss or damage from the perils insured against by this Policy this Company's liability shall be subject to the following conditions which apply separately to each kind of insurance.

- (a) For Loss or Damage in an amount less than the "Amount Deductible" indicated under the description of each location there shall be no liability.
- (b) For Loss or Damage in an amount greater than the "Amount Deductible" indicated under the description of each location, liability shall be limited to this policy's pro-rata share of that amount of loss which is in excess of said "Amount Deductible".

Whether this Policy covers one or more locations, the "Amount Deductible" shall apply against the total loss from the perils insured against suffered by the Insured in any one occurrence. If two or more deductible amounts in this Policy apply for a single occurrence, the total to be deducted shall not exceed the largest deductible amount applicable unless otherwise

CONDITIONS AND STIPULATIONS CONTINUED

For the purposes of the application of the Limit of Liability Clause shown on Sheet No. 1 of Form T-8, the figures shown in this clause shall be applied separately against the amount allocated to Extra Expense Insurance at each occasion.

Standard Form(s)

SECTION D

PROPERTY ALSO COVERED

NEW BUILDINGS AND ADDITIONS

1. If this Policy covers real property, it shall also cover:

(A) New buildings and other structures, and additions, now in process of erection or hereafter erected on the described premises, including alterations and repairs to buildings and structures herein insured; also (1) materials and supplies therefor, and (2) equipment, machinery and apparatus for the service thereof, all when on such premises or within 500 feet thereof;

(B) All contractors' interests in such property to the extent that the Insured has agreed, prior to loss, to keep such interests insured, or for which the Insured is liable.

CONTENTS OF NEW BUILDINGS

2. If this Policy covers personal property, it shall also cover:

(A) Personal property not otherwise excluded herein in new buildings, additions and other structures described under 1-(A) above.

BULLION AND MANUSCRIPTS

(B) Bullion and manuscripts while on the described premises.

PROPERTY LOCATED UNDERGROUND

3. If this Policy covers buildings, machinery or structures, it shall also cover tanks, flues, pipes, drains, tunnels, wiring or other equipment and passageways located underground on premises containing the property described herein and appurtenant thereto, and if such premises are not located in the State of Ohio, the Policy is further extended to cover foundations of buildings, machinery and structures, whether or not underground.

PROPERTY OUTSIDE OF BUILDINGS

4. This Policy also covers property appurtenant to the business of the Insured and similar to property herein insured (not otherwise insured or not excluded by this Policy) outside of buildings and railroad cars: (a) when on the described premises or (b) if personal property, when within 500 feet thereof.

ROLLING STOCK

5. This Policy also covers Railroad Rolling Stock and, if this Policy covers personal property, the contents of such Railroad Rolling Stock and other vehicles, all when at the risk of the Insured and while on the described premises, or within 500 feet thereof.

PROPERTY OF EMPLOYEES

6. This Policy also covers personal property, other than motor vehicles, of officers and employees of the Insured while such property is on the described premises or in the open within 500 feet thereof.

PROPERTY OF OTHERS

7. Unless otherwise provided herein, if this Policy covers personal property owned by the Insured, it shall also cover while in the custody of the Insured on the described premises or in the open within 500 feet thereof: (a) personal property of others which the Insured is under obligation to keep insured; (b) the interest of the Insured in and legal liability for loss or damage by any of the perils herein insured against to personal property belonging to others. It is understood and agreed that the coverage provided by this clause shall not attach to any property of others which is of a kind or character specifically excluded under any other conditions of this Policy.

DEBRIS REMOVAL

8. This Policy also covers expense of removal from the described premises of debris remaining after any loss hereby insured against, except that there shall be no liability assumed for the expense of removal of: (a) any foundations, other than damaged portions which must be removed for repair or rebuilding; (b) any building or part thereof, the removal of which is required by any ordinance or law regulating construction or repair.

PROPERTY REMOVED FROM DESCRIBED PREMISES

9. This Policy also covers property appurtenant to the business of the Insured when removed from the described premises to any location in the United States or Canada for the purpose of being repaired, serviced, exhibited, or in order to avoid threatened damage from flood, excluding (a) property otherwise insured, (b) property excluded from the insurance under this Policy or (c) property removed from the described premises for normal storage or processing or preparation for sale or delivery. Liability under this clause is limited to an amount not exceeding \$50,000, or the face amount of the Policy, whichever is smaller, and to a period of 60 days from date of removal. No coverage is provided under this clause on property in transit.

AUTOMATIC COVERAGE

10. Unless such property is otherwise insured, this Policy also covers up to a limit of \$100,000 or 1% of the face amount of the Policy, whichever is smaller, and for a period of 90 days from date of acquisition, at any location in the United States or Canada rented or purchased by the Insured after the inception date of this Policy. No coverage is provided under this clause on property in transit.

The provisions of the preceding clauses 1-10 shall not increase any amounts or limits of insurance provided by this Policy.

SUPPLEMENTARY COVERAGES AGAINST ADDITIONAL PERILS

The conditions and limitations of the Standard Fire Insurance Policy to which this Form is attached shall, unless otherwise herein provided, apply to each of the perils herein insured against to the same extent as though the designations of such other perils were respectively substituted for the word "fire" therein; provided that the limit of risk assumed under this Policy and all riders and supplementary coverages attached hereto shall not exceed in the aggregate the amount of fire insurance stated in this Policy.

This Policy also covers any direct loss or damage to the herein insured property caused by the perils hereinafter defined:

WIND OR HAIL

1. Direct action of wind or hail, including expense in excess of \$500 for each occurrence at each of the premises to which the policy applies necessarily incurred by the Insured for removal of debris or other property not covered by the terms of this Policy, blown by wind upon said premises, but this Company shall not be liable for any loss or damage:

(A) Caused by rain, sleet, snow, sand, or dust except that liability is assumed hereunder for loss or damage caused thereby when such rain, sleet, snow, sand, or dust shall enter buildings through openings concurrently broken open by

- (1) direct force of the wind,
- (2) substance driven by the wind,
- (3) hail;

however, if flood ensues or occurs coincident therewith, then the liability assumed hereunder for loss or damage due to such rain, sleet, snow, sand, or dust is limited to the damage above the flood high-water mark.

(B) Caused when weight of snow, rainwater, ice or sleet is a contributing factor to the fall or collapse of a building or structure or any part thereof.

(C) To the following property.....

SPRINKLER
LEAKAGE

2. Sprinkler leakage, meaning thereby loss or damage due to water or other substance discharged from any part of the fire protective equipment for the described premises or adjoining premises.

The term "fire protective equipment" shall be held to include tanks, water mains, piping, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but shall not be held to include:

(A) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

(B) any underground water mains or appurtenances located outside of said premises and forming a part of the public water distribution system;

(C) any pond or reservoir in which the water is impounded by a dam.

(D) any aqueduct, penstock or their associated surge tanks.

In the event of such loss or damage, liability is also specifically assumed for the cost (with due allowance for depreciation) of restoring the damaged portion of the fire protective equipment if such equipment is insured under the terms of this Policy, except that liability for restoring the damaged portion of such fire protective equipment is limited to the cost of restoring only that portion from which the water or other substance causing the loss or damage was discharged.

Liability is also specifically assumed for:

(a) the collapse, rupture or fall of tanks forming part of such fire protective equipment or the component parts or supports of such tanks;

(b) damage to such fire protective equipment due to freezing.

EXPLOSION

3. Explosion, but this Company shall not be liable under the terms of this clause for any loss or damage occasioned by or incident to explosion in or of the following equipment owned, operated or controlled by the Insured:

(A) steam boilers, steam turbines, steam engines, and steam pipes interconnecting any of the foregoing;

(B) moving or rotating machinery or parts thereof when such direct loss or damage is caused by centrifugal force or mechanical breakdown;

(C) combustion gas turbines;

(D) any property undergoing pressure tests to the extent of loss to such property, including equipment attached thereto and forming a part thereof;

(E) vessels, machinery, and equipment while under pressure, utilized directly for (1) chemical processing involving chemical reactions or change of physical state, or for (2) chemical storage operations consisting of

(F) cylinders, drier rolls, bleachers, or digesters, all containing steam, used in the manufacture of pulp or paper;

(G) bleachers, kiers or dry cans, all containing steam used in the manufacture or processing of textiles;

provided said vessels, machinery, or equipment described in (E), (F) or (G) above have a maximum normal internal working pressure exceeding 15 psi above atmospheric pressure.

Liability is specifically assumed for loss or damage resulting from:

(1) The explosion of accumulated combustible gases or unconsumed fuel within the furnace of a boiler or pressure vessel, other than combustion gas turbines, or within the flues or passages which conduct the gases of combustion therefrom;

EXPLOSION
(Cont'd)

(2) a combustion explosion outside of any equipment excluded above even though such combustion explosion may have been the direct result of the explosion of such excluded equipment.

The following are not explosions within the intent or meaning of this clause:

- (a) electric arcing or any coincident rupture of electrical equipment due to such arcing;
- (b) bursting or rupture caused by freezing;
- (c) sonic shock waves, generally known as "sonic boom".

RIOT
CIVIL
COMMOTION
VANDALISM
MALICIOUS
MISCHIEF

4. Riot, Civil Commotion, Vandalism and Malicious Mischief, including loss or damage:

- (A) done by strikers;
- (B) done secretly by a foreign enemy or agent of any government (de facto or otherwise) and not in connection with operations of armed forces in or against the country where the described premises are situate;
- (C) from theft, pillage or looting during and at the immediate place of a riot or civil commotion or "sit-down" strike;
- (D) caused by burglars to buildings and structures in excess of \$500 for each such occurrence excluding, however, pilferage, theft, burglary or larceny.

This Company shall not be liable under the terms of this clause for loss or damage resulting from:

- (a) increased cost of operation or maintenance;
- (b) depreciation, delay, deterioration, change in temperature, humidity or atmospheric conditions, interference with customary operations, loss of market, or any other consequential or indirect loss of any kind, whether or not loss due to such contingency is covered by this Policy as to other perils;
- (c) inability of Insured to carry on normal operations because of strike or loss caused by the deliberate slowing down or the interfering with business operations on the part of any employee or employees;
- (d) operations of armed forces in or against the country where the described premises are situate.

CIVIL
AUTHORITY

5. Acts of destruction at the order of civil authority or military or usurped power at the time of and for the purpose of preventing the spread of fire, provided such fire did not originate from any of the perils herein specifically excluded.

VEHICLES

6. Impact of vehicles, other than aircraft, while moving on land or tracks, except that this Company shall not be liable by the terms of this clause:

- (A) for loss or damage caused by any vehicle owned or operated by the Insured or by any tenant of the described premises or by any employee of either except that liability is specifically assumed for direct loss or damage in excess of \$500 for each such occurrence to buildings or structures covered under this Policy;
- (B) for any loss or damage to any vehicle or parts thereof whether or not covered by this Policy if used by the Insured in the operation of its business;
- (C) for ordinary wear and tear or accumulative damage to property.

AIRCRAFT

7. Impact of aircraft or missiles or objects falling therefrom. However, this Company shall not be liable by the terms of this Clause for loss or damage caused by any aircraft when being taxied or towed inside or outside of buildings, except that liability is specifically assumed for direct loss or damage in excess of \$500 for each such occurrence to buildings or structures covered under this Policy.

SONIC
BOOM

8. Sonic shock waves, generally known as "sonic boom," except that in event of loss or damage to buildings or structures covered under this Policy, this Company shall be liable only for such loss or damage as may exceed 1% of the actual cash value of such buildings or structures, excluding the value of foundations, or \$5,000, whichever is less. If this Policy covers more than one building or structure the deductible shall apply separately to each building or structure.

SMOKE

9. Smoke, except accumulative damage, resulting from the sudden, unusual and faulty operation of any stationary furnace located on the described premises.

MOLTEN
MATERIAL

10. Heat from molten material which shall have accidentally escaped from equipment, but there shall be no liability assumed by the terms of this clause for:

- (A) loss or damage to such escaped material;
- (B) the cost of removing or recovering such escaped material;
- (C) the cost of repairing the fault which permitted such accidental escape.

LIMITED
RADIOACTIVE
CONTAMINATION

11. Sudden and accidental radioactive contamination including resultant radiation damage in excess of \$5,000 for each occurrence resulting directly from any other peril(s) insured against by this Policy provided such radioactive contamination arises from materials used or stored or from processes conducted on the described premises, and provided at the time of loss there is neither a nuclear reactor nor any new or used nuclear fuel on the described premises.

EXCLUSIONS

This Company shall not be liable for loss or damage:

MOTOR
VEHICLES

1. To motor vehicles when such loss or damage is otherwise insured in whole or in part, nor for the Insured's legal liability therefor, except that if this Policy covers personal property, liability is specifically assumed for the Insured's legal liability (if not otherwise insured) for loss or damage from the hazards hereby insured against to motor vehicles while in the custody of the Insured and on the described premises:

- (A) if the product of the Insured, sold but not delivered, or held for the account of others;
- (B) for experimentation, adjustments or repairs; or
- (C) for the purpose of loading or unloading materials or supplies.

ELECTRICAL
CURRENT

2. Caused by electrical current artificially generated except for loss by fire ensuing therefrom; electrical arcing itself is not a fire within the intent or meaning of this Policy.

FLOOD

3. Resulting from flood or the release of water from natural or man-made bodies of water, whether or not caused by or contributed to by an insured peril. However, liability is specifically assumed for loss or damage by fire, sprinkler leakage, explosion, or accident, all as defined and limited elsewhere in this Policy, resulting from flood or the release of water from natural or man-made bodies of water. For the purpose of this Policy, flood includes but is not limited to tidal wave, wave wash, high water, or overflow, surface or rising water, all whether or not driven by wind.

LAW OR
ORDINANCE

4. Resulting from any law or ordinance which regulates construction, repair, replacement, use, or which necessitates demolition of any undamaged portions of property on the premises described herein.

NUCLEAR
PERILS

5. Caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this Policy, except as provided in the Limited Radioactive Contamination Clause under the caption "Extended Coverages."

However, if fire or sprinkler leakage ensues, liability is specifically assumed for direct loss by such ensuing fire or sprinkler leakage but not including any loss due to nuclear reaction, nuclear radiation or radioactive contamination.

GENERAL CONDITIONS

Permission is Given:

- (1) For other insurance.
- (2) To store and use any and all materials usual and incidental to the business or occupancy.
- (3) To alter and repair the described premises.
- (4) To cease operations and for the premises to be vacant or unoccupied for sixty (60) consecutive days, and for more than sixty (60) consecutive days providing the same degree of fire protection and watch service is maintained as existed at the time of the discontinuance of normal operations.
- (5) To operate the establishment all hours, day and night.

STANDARD
DEDUCTIBLE

In each case of loss or damage from the hazards insured against by this Policy this Company shall not be liable unless the Insured sustains a loss in excess of \$500 and then only for its share of such excess. Whether this Policy covers one or more locations, the deductible amount shall apply against the total loss from the perils insured against suffered by the Insured in any one occurrence. If two or more deductible amounts in this Policy apply for a single occurrence the total to be deducted shall be the largest deductible amount applicable unless otherwise provided in this Policy.

OTHER
INSURANCE

It is a condition of this Policy that if at time of loss there is other insurance, whether collectible or not, covering any property included under this Policy against any of the hazards insured against by this Policy, the liability of this Company shall not exceed that proportion of the loss which the amount of fire insurance under this Policy bears to the total fire insurance in force on any of the property covered under this Policy limited by the following:

1. If such other insurance is not written upon the same plan, terms, conditions and provisions as those contained in this Policy then this Policy shall apply (except as to motor vehicles, loss or damage to electrical apparatus by fire caused by an electrical current artificially generated and loss or damage by explosion) only for the difference between the amount for which such other insurance would be liable if insurance provided by this Policy did not exist and the total amount of such loss.
2. If at the time of loss caused by explosion or by fire due to electrical current artificially generated there is insurance other than fire insurance or fire insurance with extended coverage applicable to such loss, the loss, to which both the insurance provided by this Policy and such other insurance applies, shall be known as a "Joint Loss." In the event of such "Joint Loss":

Business Interruption Insurance
Non-Premium Adjustment

This Policy covers only the actual loss sustained by the Insured due to necessary interruption of business as a result of physical damage caused directly by the perils insured against hereunder to the property utilized by the Insured situate as described in Sec. B attached hereto. In the event the Insured is wholly or partially prevented from producing goods or from continuing business operations or services and is unable:

(a) to make up lost production within a reasonable period of time (not to be limited to the period during which production is interrupted), or

(b) to continue business operations or services;

all through the use of any property or service owned or controlled or obtainable from other sources or through working extra time or overtime at the location(s) specified herein, or at such other location(s) acquired for the purpose,

this Company shall be liable, subject to all other conditions of this Policy, for the **Actual Loss Sustained** of the following:

GROSS EARNINGS, less all charges and expenses which do not necessarily continue during the period of interruption of production or suspension of business operations. For the purpose of this contract "Gross Earnings" shall be defined: (a) for manufacturing operations as the net sales value of production through the use of such property less the cost of all raw stock, materials and supplies utilized in such production plus all other earnings derived from the operation of the business; or (b) for mercantile or non-manufacturing operations as the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or service rendered by the Insured; plus all other earnings derived from the operation of the business.

Expenses, over and above normal operating expenses, necessarily incurred by the Insured in making up lost production or in reducing loss otherwise payable under this Policy are covered hereunder, but in no event shall this Company be liable for an amount greater than that for which it would have been liable had the Insured been unable to make up any lost production or to continue any business operations or services.

In determining net sales, in the event of loss hereunder, at mercantile or non-manufacturing operations, any amount recovered under Property Damage policies for damage to or destruction of merchandise shall be included as though the merchandise had been sold to the Insured's regular customers.

In determining the indemnity payable under this Policy, due consideration shall be given to the experience of the business before the loss and the probable experience thereafter and to the continuation of only those normal charges and expenses that would have existed had no loss occurred.

Reporting.—As of the inception date of this Policy and annually as of the first day of each 12-month period thereafter, the Insured shall file with this Company a statement of the estimated Gross Earnings for the twelve-month period following the date of the report and a statement of the actual Gross Earnings for the preceding twelve-month period. These statements shall be filed not later than ninety days from the above date(s).

In the event of failure of the Insured to furnish the statements of Gross Earnings as above required the following Co-Insurance Clause shall attach and come into full force and effect as of noon of the thirtieth day following that on which a statement is due and shall remain in effect until noon of the day on which the next filed statement is received in the Home Office of this Company. It is further agreed that in the event that the estimated Gross Earnings specified in the statement exceed the amount of insurance in force, this Company shall be authorized to effect additional insurance.

Co-Insurance.—This Company shall be liable for no greater proportion of any loss under this Policy than the amount hereby insured bears to fifty per cent (50%) of the Gross Earnings as defined herein which would have been earned had no interruption of production or suspension of business operations occurred, during the period of the twelve months following the interruption of such operations by fire or other peril insured against by this Policy; provided, however, that this Co-Insurance Clause shall not apply unless the agreed loss exceeds five per cent (5%) of the total Business Interruption Insurance in force or \$10,000, whichever is the lesser.

OTHER
INSURANCE
(Cont'd)

(A) this Company shall be liable under this Policy only for the proportion of the said Joint Loss that the amount which would have been payable under this Policy on account of said Joint Loss, had no insurance other than fire insurance or fire insurance with extended coverage existed, bears to the combined total of the said amount and the amount that would have been payable under all other insurance on account of said Joint Loss had there been no insurance under this Policy, but

(B) in case the Policy or Policies, other than fire insurance or fire insurance with extended coverage, do not contain provisions similar to those in (A) above, then this Company shall not be liable under this Policy for any loss or damage caused (1) by explosion, (2) by fire to the equipment in which the loss originated when caused by electrical current artificially generated.

3. If this Policy is divided into more than one item, the foregoing conditions shall apply to each such item separately.

BRANDS
AND
LABELS

It is understood and agreed that if branded or labeled merchandise covered by this Policy is damaged and this Company elects to take all or any part of such merchandise at the value established by the terms of this Policy, the Insured may, at his own expense, stamp "salvage" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise, but the Insured must re-label the merchandise or containers in compliance with the requirements of law.

VALUE
OF STOCK

Unless otherwise endorsed hereon, adjustment of loss under this Policy shall be:

(1) on stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;

(2) on finished goods manufactured by the Insured, the regular cash selling price at the location where the loss occurs, less all discounts and charges to which the merchandise would have been subject had no loss occurred;

(3) on raw materials, supplies and other merchandise not manufactured by the Insured, the replacement cost;

all to be computed as of the time of the fire or other casualty insured against by this Policy.

VALUE
OF RECORDS
AND MEDIA

It is understood and agreed that liability on exposed film, records, manuscripts and drawings shall not exceed their value blank plus the cost of transcription.

Liability for loss or damage on media, data storage devices, and program devices for electronic and electro-mechanical data-processing and production equipment is limited to the cost of reproducing such media, data storage devices, and program devices from duplicates or from originals of the previous generation of the data.

CONSEQUEN-
TIAL
DAMAGE

It is understood and agreed that in the event of direct damage to any property situate on the described premises by reason of any peril insured against by this Policy, other than riot, civil commotion, vandalism and malicious mischief as herein defined, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other property insured by this Policy, then this Policy will cover such resulting loss or damage.

The liability of this Company includes only the loss incurred during such period as would be required with the exercise of due diligence under normal conditions to repair or replace the damaged property, and does not include any liability resulting from inability of the Insured to make repairs or replacements because of strikes or labor disputes. Nothing in this clause shall be deemed to extend this insurance to property which is otherwise specifically excluded from coverage by the terms of this Policy.

- CONSEQUENTIAL DAMAGE (Cont'd)** Liability is not assumed for loss or damage resulting from lack of incoming electricity, fuel, water, steam or refrigerant caused by an occurrence off the premises described in this Policy unless specifically endorsed herein. However, if the lack of such a service causes an insured peril to occur on the described premises, this Policy shall cover the resulting damage.
- NO CONTROL** This Policy shall not be invalidated by increase in hazard in any portion of the premises over which the Insured has no control.
- DIVISIBLE CONTRACT** If the premises described in this Policy include two or more buildings or the contents of two or more buildings, the breach of any condition of this Policy in respect to any one or more of the buildings insured or containing the property insured, shall not prejudice the right to recover for loss occurring in any building insured or containing the property insured where, at the time of the loss, a breach of condition does not exist.
- SUBROGATION** This Company may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company, but this Company shall not acquire any rights of recovery which the Insured has expressly waived prior to loss nor shall such waiver affect the Insured's rights under this Policy.
- NO REDUCTION BY LOSS** It is mutually understood and agreed that any loss hereunder shall not reduce the amount of this Policy.
- UNDERLYING POLICY** If the premises described in this Policy include property in more than one state, province or territory, it is understood that separate policies underlying this Policy may be issued in compliance with state, province or territory laws, and that this Policy is subject to the conditions of the Standard Fire Insurance Policy of the state, province, or territory in which the individual properties are located. It is further understood, however, that such underlying policies are not to be considered as additional insurance but as duplicates only.
- CANCELLATION** It is understood and agreed that the provisions of the Cancellation Clause in the Policy are amended to provide that this Company will give not less than ten days written notice of cancellation.
- LIBERALIZATION** If any authorized endorsement or filed rules or regulations affecting this Policy are revised by statute or otherwise so as to broaden the insurance without additional premium charge, such extended or broadened insurance shall inure to the benefit of the Insured hereunder, effective as of the date of the change.
- LOSS PAYABLE** Unless otherwise provided herein, loss, if any, is to be adjusted with and payable to the Insured named in this Policy.
- PLANS** Reference is hereby made to plan(s) on file in the office of this Company for further description and location of property herein described.

Attached to and forming a part of Policy Contract No. 74089.....

ALLENDALE MUTUAL INSURANCE COMPANY

.....
Authorized Signature

Extra Expense

This Policy covers the actual loss of "Extra Expense" sustained by the Insured as a result of physical damage caused directly by the perils insured against hereunder to the property utilized by the Insured situate as described in Sec. B attached hereto.

DEFINITIONS

The following terms wherever used in this Policy shall be defined as follows:

Extra Expense.—The excess, if any of the total cost during the "period of restoration" chargeable to the conduct of the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no fire or other peril insured against herein occurred; the cost in each case to include expense of using other property or facilities of other concerns, or other necessary emergency expenses. In no event, however, shall this Company be liable under this Policy for loss of income, nor for Extra Expense in excess of that necessary to continue as nearly as practicable the normal conduct of the Insured's business, nor for the cost of repairing or replacing any of the described property that has been damaged or destroyed by fire or other peril herein insured against, except cost in excess of the normal cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of Extra Expense; liability for such excess cost, however, shall not exceed the amount by which the total Extra Expense otherwise payable under this Policy is reduced.

Normal.—The condition that would have existed had no fire or other peril herein insured against occurred.

Month.—Thirty consecutive days.

Period of Restoration.—That period computed from the time of the damage caused by a peril insured against to the time when with due diligence and dispatch the property could be repaired or replaced and made ready for normal operations, not to be limited by the date of expiration of this Policy.

LIMIT OF LIABILITY

The limit of liability of this Company shall be as specified under either (a) or (b) below, depending upon which is checked.

- (a) **Daily Indemnity.**—This Company shall be liable for a period of restoration not exceeding _____ months and within such period of restoration for no greater amount for any one day than _____ of the total insurance named in this Policy.
- (b) **Variable Monthly Limits of Liability.**—This Company shall be liable for no greater percentage of the amount of this Policy than is stated below for the determined period of restoration.

-60 % if period of restoration is one month or less
80 % if period of restoration exceeds one month but does not exceed two months
100 % if period of restoration exceeds two months but does not exceed three months
100 % if period of restoration exceeds three months but does not exceed four months
100 % if period of restoration exceeds four months but does not exceed five months
100 % if period of restoration exceeds five months but does not exceed six months
100 % if period of restoration exceeds six months but does not exceed seven months
100 % if period of restoration exceeds seven months but does not exceed eight months
100 % if period of restoration exceeds eight months but does not exceed nine months
100 % if period of restoration exceeds nine months but does not exceed ten months
100 % if period of restoration exceeds ten months but does not exceed eleven months
100 % if period of restoration exceeds eleven months but does not exceed twelve months

It is further agreed that in the event Extra Expense incurred during the longest period of restoration for which provision is made above does not exhaust the insurance provided by this Policy, then such unexhausted amount shall apply for the remainder of the period of restoration not exceeding in any event, however, twelve months from the date of the physical damage to the property covered hereunder.

USE OF OTHER PROPERTY

The Insured agrees to use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the loss under this Policy. Any salvage value of such property remaining after resumption of normal operations, however, shall be taken into consideration in the adjustment of any loss.

STANDARD PROVISIONS

Business Interruption Insurance

This Policy covers loss as herein defined which is the result of physical damage to the property described herein caused directly by:

- FIRE** 1. Fire.
- LIGHTNING** 2. Lightning.
- WIND OR HAIL** 3. Direct action of wind or hail, except that this Company shall not be liable for any loss:
- (A) Caused by rain, sleet, snow, sand, or dust except that liability is assumed hereunder for loss caused thereby when such rain, sleet, snow, sand or dust shall enter buildings through openings concurrently broken open by
- (1) direct force of the wind,
- (2) substance driven by the wind,
- (3) hail;
- however, if flood ensues or occurs coincident therewith, then the liability assumed hereunder for loss due to such rain, sleet, snow, sand or dust is limited to loss resulting from physical damage above the flood high water mark.
- (B) Caused when weight of snow, rainwater, ice or sleet is a contributing factor to the fall or collapse of a building or structure or any part thereof.
- SPRINKLER LEAKAGE** 4. Sprinkler leakage, meaning thereby loss due to water or other substance discharged from any part of the fire protective equipment for the described premises or adjoining premises.
- The term "fire protective equipment" shall be held to include tanks, water mains, piping, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but shall not be held to include:
- (A) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection.
- (B) Any underground water mains or appurtenances located outside of said premises and forming a part of the public water distribution system.
- (C) Any pond or reservoir in which the water is impounded by a dam.
- (D) any aqueduct, penstock or their associated surge tanks.
- Liability is also specifically assumed for loss as herein defined resulting from:
- (a) The collapse, rupture or fall of tanks forming part of such fire protective equipment or the component parts or supports of such tanks.
- (b) Damage to such fire protective equipment due to freezing.
- EXPLOSION** 5. Explosion, but this Company shall not be liable under the terms of this clause for any loss occasioned by or incident to explosion in or of the following equipment owned, operated or controlled by the Insured:
- (A) steam boilers, steam turbines, steam engines, and steam pipes interconnecting any of the foregoing;
- (B) moving or rotating machinery or parts thereof when such loss is caused by centrifugal force or mechanical breakdown;
- (C) combustion gas turbines;
- (D) any property undergoing pressure tests to the extent of loss to such property, including equipment attached thereto and forming a part thereof;

EXPLOSION
(Cont'd)

(E) vessels, machinery, and equipment while under pressure, utilized directly for (1) chemical processing involving chemical reactions or change of physical state, or for (2) chemical storage operations consisting of.....

(F) cylinders, drier rolls, bleachers, or digesters, all containing steam, used in the manufacture of pulp or paper;

(G) bleachers, kiers or dry cans, all containing steam used in the manufacture or processing of textiles;

provided said vessels, machinery, or equipment described in (E), (F) or (G) above have a maximum normal internal working pressure exceeding 15 psi above atmospheric pressure.

Liability is specifically assumed for loss resulting from:

(1) The explosion of accumulated combustible gases or unconsumed fuel within the furnace of a boiler or pressure vessel, other than combustion gas turbines, or within the flues or passages which conduct the gases of combustion therefrom;

(2) A combustion explosion outside of any equipment excluded above even though such combustion explosion may have been the direct result of the explosion of such excluded equipment.

The following are not explosions within the intent or meaning of this clause:

(a) electric arcing or any coincident rupture of electrical equipment due to such arcing;

(b) bursting or rupture caused by freezing;

(c) sonic shock waves, generally known as "sonic boom".

RIOT
CIVIL
COMMOTION
VANDALISM
MALICIOUS
MISCHIEF

6. Riot, Civil Commotion, Vandalism and Malicious Mischief, including loss as herein defined:

(A) caused by strikers;

(B) caused by a foreign enemy or agent of any government (de facto or otherwise) if done in secret and not in connection with operations of armed forces in or against the country where the described premises are situate;

(C) caused by theft, pillage or looting during and at the immediate place of a riot or civil commotion or "sit-down" strike.

This Company shall not be liable under the terms of this clause for loss resulting from:

(a) delay in repairing or replacing the property lost or damaged, beyond the time necessary for such repair or replacement under normal conditions;

(b) depreciation, delay, deterioration, change in temperature, humidity or atmospheric conditions, interference with customary operations, loss of market, or any other consequential or indirect loss of any kind, whether or not loss due to such contingency is covered by this Policy as to other perils;

(c) inability of Insured to carry on normal operations because of strike or loss caused by the deliberate slowing down or the interfering with business operations on the part of any employee or employees;

(d) operations of armed forces in or against the country where the described premises are situate.

CIVIL
AUTHORITY

7. Acts of destruction at the order of civil authority or military or usurped power at the time of and for the purpose of preventing the spread of fire, provided such fire did not originate from any of the perils herein specifically excluded.

- VEHICLES** 8. Impact of vehicles, other than aircraft, while moving on land or tracks, except that this Company shall not be liable by the terms of this clause for loss resulting from damage to property other than buildings and structures caused by any vehicle owned or operated by the Insured or by any tenant of the described premises or by any employee of either.
- AIRCRAFT** 9. Impact of aircraft or missiles or by objects falling therefrom, except that this Company shall not be liable by the terms of this clause for loss resulting from damage to property other than buildings or structures caused by any aircraft when being taxied or towed inside or outside of buildings.
- SONIC BOOM** 10. Sonic shock waves, generally known as "sonic boom".
- SMOKE** 11. Smoke, resulting from the sudden, unusual and faulty operation of any stationary furnace located on the described premises.
- MOLTEN MATERIAL** 12. Heat from molten material which shall have accidentally escaped from equipment, but there shall be no liability assumed by the terms of this clause for loss from curtailment of production or suspension of business operations due to the necessity of removing or recovering the escaped material or repairing the fault which permitted such accidental escape.
- LIMITED RADIOACTIVE CONTAMINATION** 13. Sudden and accidental radioactive contamination including resultant radiation damage in excess of \$5000 for each occurrence resulting directly from any other peril(s) insured against by this Policy provided such radioactive contamination arises from materials used or stored or from processes conducted on the described premises, and provided at the time of loss there is neither a nuclear reactor nor any new or used nuclear fuel on the described premises.

PERILS OTHER THAN FIRE.—The conditions and limitations of the Standard Fire Insurance Policy to which this form is attached shall, unless otherwise herein provided, apply to each of the perils herein insured against to the same extent as though the designations of such other perils were respectively substituted for the word "fire" therein; provided that the limit of risk assumed under this Policy and all riders and supplementary coverages attached hereto shall not exceed in the aggregate the amount of insurance stated in this Policy against loss as herein defined caused by fire.

GENERAL STIPULATIONS, CONDITIONS AND LIMITATIONS

This Policy covers loss as herein defined:

- (1) Computed from the time of the damage caused by a peril insured against to the time when with due diligence and dispatch the property could be repaired or replaced and made ready for normal operations, not to be limited by the day of expiration named in this Policy;
- (2) (a) For such additional time as may be required with the exercise of due diligence and dispatch to restore stock in process to the same state of manufacture in which it stood at the time of interruption;
 - (b) For such additional time as may be required with the exercise of due diligence and dispatch to replace damaged or destroyed mercantile stock;
- (3) From actual curtailment of production or suspension of business operations resulting from inability to procure suitable raw materials and supplies to replace similar materials and supplies damaged or destroyed, but liability for such loss shall be limited to that period for which the damaged or destroyed raw materials and supplies would have supplied operating needs. In the event, however, that water used as a raw material or for power or for any other manufacturing purpose, stored behind dams or in reservoirs situate on the property described herein, is released from storage as the result of damage to such dam, reservoir or equipment connected therewith by any of the perils herein insured against, the liability of this Company for curtailment of production or suspension of business operations because of the resulting inadequate water supply shall not extend for more than thirty (30) consecutive days after the damaged or destroyed dam, reservoir or equipment has been repaired or replaced;

(4) From actual curtailment of production or suspension of business operations resulting from order of civil authority prohibiting access to the premises described herein, during the period of time, not exceeding two weeks, while access to the said premises is prohibited, but only when such order is given as a direct result of damage or destruction by fire or other peril insured against, in the said premises or in the immediate vicinity thereof, provided such fire or other peril did not originate from any of the perils herein specifically excluded. With respect to the peril of riot, civil commotion, vandalism and malicious mischief, this coverage shall apply only if such order is given as a direct result of damage or destruction in the said premises or within five hundred feet thereof.

(5) In the event of loss or damage by a peril insured against to property under construction and insured by this Policy, the measurement of the resulting actual loss sustained shall be in accordance with the following:

(a) the section numbered (1) under "This Policy covers loss as defined herein" shall read:

(1) Computed for a period of time equivalent to the time in which, with due diligence and dispatch, the property could be repaired or replaced. This equivalent period of time shall be applied to the experience of the business after the business has reached planned level of production or level of business operations. Neither period of time mentioned above is limited by the day of expiration named in this Policy.

(b) In determining the indemnity payable under this Policy, due consideration shall be given to the available experience of the business compiled after completion of the construction.

This Policy also covers loss as herein defined resulting from physical damage caused by any peril insured against to:

(1) Tanks, flues, pipes, drains, tunnels, wiring and other equipment and passageways located underground, and to foundations of buildings, machinery and structures, whether or not underground, all on premises containing the property described herein.

(2) Electrical transmission lines and other electrical equipment and to fuel, water, steam and refrigeration transmission lines, all situate outside the described premises but within 500 feet thereof, except that liability is not otherwise assumed for loss as herein defined resulting from lack of such incoming services caused by an off-premises occurrence unless specifically endorsed herein.

(3) New buildings and other structures and additions now in process of erection or hereafter erected on the described premises including contents thereof and alterations and repairs to buildings and structures herein insured; also (a) materials and supplies therefor, and (b) equipment, machinery and apparatus for the service thereof, all when on such premises or within 500 feet thereof.

(4) Bullion and manuscripts while on the described premises.

(5) Property appurtenant to the business of the Insured (not otherwise insured or not excluded by this Policy) outside of buildings and railroad cars when on the described premises or when within 500 feet thereof.

(6) Railroad rolling stock, other vehicles, and their contents while on the described premises or within 500 feet thereof.

(7) Property at any location in the United States or Canada rented or purchased by the Insured after the inception date of this Policy up to a limit of \$100,000 or 1% of the face amount of the Policy, whichever is smaller, and for a period of 90 days from date of acquisition unless such property is otherwise insured. No coverage is provided under this clause on property in transit.

This Company shall not be liable for:

LAW OR
ORDINANCE

1. Any increase of loss resulting from any law or ordinance which regulates construction, repair, replacement, use, or which necessitates demolition of any undamaged portions of property on the premises described herein.

ELECTRICAL
CURRENT

2. Loss caused by electrical current artificially generated except for loss by fire ensuing therefrom; electrical arcing itself is not a fire within the intent or meaning of this Policy.

FINISHED
PRODUCT

3. Loss resulting from damage to finished product manufactured by the Insured nor for the time required for its reproduction.

IDLE
PERIODS

4. Loss with respect to any period during which goods would not have been produced, or business operations or services would not have been maintained for any reason other than direct damage to the said premises from a peril insured against herein.

FLOOD

5. Loss resulting from flood or the release of water from natural or man-made bodies of water, whether or not caused by or contributed to by an insured peril. However, liability is specifically assumed for loss or damage by fire, sprinkler leakage, explosion, or accident, all as defined and limited elsewhere in this Policy, resulting from flood or the release of water from natural or man-made bodies of water. For the purpose of this Policy, flood includes but is not limited to tidal wave, wave wash, high water, or overflow, surface or rising water, all whether or not driven by wind.

NUCLEAR
PERILS

6. Loss as herein defined caused by nuclear reaction or nuclear radiation or radioactive contamination all whether directly or indirectly resulting from an insured peril under this Policy, except as provided in the Limited Radioactive Contamination Clause.

However, if fire or sprinkler leakage ensues, liability is specifically assumed for loss as herein defined resulting from such ensuing fire or sprinkler leakage but not including any loss due to nuclear reaction, nuclear radiation or radioactive contamination.

Permission is given:

- (1) For other insurance.
- (2) To store and use any and all materials usual and incidental to the business or occupancy.
- (3) To alter and repair the described premises.
- (4) To cease operations and for the premises to be vacant or unoccupied for sixty (60) consecutive days, and for more than sixty (60) consecutive days providing the same degree of fire protection and watch service is maintained as existed at the time of the discontinuance of normal operations.
- (5) To operate the establishment all hours, day and night.

STANDARD
DEDUCTIBLE

In each case of loss as herein defined from the hazards insured against by this Policy this Company shall not be liable unless the Insured sustains a loss in excess of \$500 and then only for its share of such excess. Whether this Policy covers one or more locations, the deductible amount shall apply against the total loss from the perils insured against suffered by the Insured in any one occurrence. If two or more deductible amounts in this Policy apply for a single occurrence the total to be deducted shall be the largest deductible amount applicable unless otherwise provided in this Policy.

OTHER
INSURANCE

It is a condition of this Policy that if at the time of loss there is other insurance against loss as herein defined, whether collectible or not, covering any property included under this Policy against any of the hazards insured against by this Policy, the liability of this Company shall not exceed that proportion of the loss which the amount of insurance against the hazard of fire covered under this Policy bears to the total of such insurance against the hazard of fire in force on any of the property covered hereunder, limited by the following:

1. If such other insurance is not written upon the same plan, terms, conditions and provisions as those contained in this Policy then this Policy shall apply (except as to loss resulting from damage to electrical apparatus by fire caused by an electrical current artificially generated and loss resulting from damage by explosion) only for the difference between the amount for which such other insurance would be liable if insurance provided by this Policy did not exist and the total amount of such loss.

OTHER
INSURANCE
(Cont'd)

2. If at the time of loss as herein defined caused by explosion or by fire due to electrical current artificially generated there is insurance other than fire insurance or fire insurance with extended coverage applicable to such loss, the loss, to which both the insurance provided by this Policy and such other insurance applies, shall be known as a "Joint Loss". In the event of such "Joint Loss":

(A) this Company shall be liable under this Policy only for the proportion of the said Joint Loss that the amount which would have been payable under this Policy on account of said Joint Loss, had no insurance other than fire insurance or fire insurance with extended coverage existed, bears to the combined total of the said amount and the amount that would have been payable under all other insurance on account of said Joint Loss had there been no insurance under this Policy, but

(B) in case the Policy or Policies, other than fire insurance or fire insurance with extended coverage, do not contain provisions similar to those in (A) above, then this Company shall not be liable under this Policy for any loss caused (1) by explosion, (2) by fire to the equipment in which the loss originated when caused by electrical current artificially generated.

3. If this Policy is divided into more than one item, the foregoing conditions shall apply to each such item separately.

CONSEQUEN-
TIAL
LOSS

It is understood and agreed that in the event of direct damage to any property situate on the described premises by reason of any peril insured against by this Policy, other than riot, civil commotion, vandalism and malicious mischief as herein defined, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other property situate on the described premises, then this Policy will cover any resulting loss as herein defined.

The liability of this Company includes only the loss incurred during such period as would be required with the exercise of due diligence under normal conditions to repair or replace the damaged property. Nothing in this clause shall be deemed to extend this insurance to loss which is otherwise specifically excluded from coverage by the terms of this Policy.

This Company shall not be liable for any increase of loss due to the suspension, cancellation or lapse of any lease, contract, license or order nor for any loss due to fines or damages for breach of contract or for late or non-completion of orders or for penalties of whatever nature nor shall the Company be liable for any other consequential or remote loss.

NO
CONTROL

This Policy shall not be invalidated by increase in hazard in any portion of the premises over which the Insured has no control.

DIVISIBLE
CONTRACT

If the premises described in this Policy include two or more buildings, or the contents of two or more buildings, the breach of any condition of this Policy in respect to any one or more of the buildings insured or containing the property insured, shall not prejudice the right to recover for loss occurring in any building insured or containing the property insured where, at the time of the loss, a breach of condition does not exist.

SUBROGA-
TION

This Company may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company, but this Company shall not acquire any rights of recovery which the Insured has expressly waived prior to loss nor shall such waiver affect the Insured's rights under this Policy.

NO REDUCTION
BY LOSS

It is mutually understood and agreed that the amount of insurance shall not be reduced by the payment of losses under this Policy, but the Insured shall in rendering reports (if such are required) include the amount collected for such losses as income for the loss period.

- UNDERLYING POLICY** If the premises described in this Policy include property in more than one state, province or territory, it is understood that separate policies underlying this Policy may be issued in compliance with state, province or territory laws, and that this Policy is subject to the conditions of the Standard Fire Insurance Policy of the state, province, or territory in which the individual properties are located. It is further understood, however, that such underlying policies are not to be considered as additional insurance but as duplicates only.
- CANCELLATION** It is understood and agreed that the provisions of the Cancellation Clause in the Policy are amended to provide that this Company will give not less than ten days written notice of cancellation.
- LIBERALIZATION** If any authorized endorsement or filed rules or regulations affecting this Policy are revised by statute or otherwise so as to broaden the insurance without additional premium charge, such extended or broadened insurance shall inure to the benefit of the Insured hereunder, effective as of the date of the change.
- LOSS PAYABLE** Unless otherwise provided herein, loss, if any, is to be adjusted with and payable to the Insured named in this Policy.
- PLANS** Reference is hereby made to plan(s) on file in the office of this Company for further description and location of property herein described.

Attached to and forming a part of Policy Contract No. 74089

ALLENDALE MUTUAL INSURANCE COMPANY

.....
Authorized Signature

REINSURANCE RIDER

(1) The liability of this Company has been partially reinsured under uniform reinsurance contracts, and each Company's percentage (retained or reinsured) of the amounts of insurance and of premium deposit and of any increases or decreases in such amounts effected during the term hereof is as follows:

Key Letter	B							
Allendale Mutual Insurance Company, Providence, R. I.	53.4							
Arkwright-Boston Manufacturers Mutual Insurance Company, Waltham, Mass.	25.6							
Philadelphia Manufacturers Mutual Insurance Company, Philadelphia, Pa.	6.2							
Protection Mutual Insurance Company, Chicago, Ill.	14.8							
	100%	100%	100%	100%	100%	100%	100%	100%

(2) The return of unabsorbed premium deposit, if any, shall be the aggregate of the returns made by this Company and by all of the Reinsuring Companies set forth above on each Company's share of the total premium deposit, and if this Company should ever be placed in the hands of a receiver, liquidator or other statutory successor, each of the Companies specified above shall be separately and directly responsible to the Insured named in this Policy, or to any other person specified herein, for payment of the unabsorbed premium deposit, if any, accruing against each said Company's share of the total premium deposit.

(3) If this Company should ever be placed in the hands of a receiver, liquidator, or other statutory successor, each of the Reinsuring Companies shall become directly liable to the policyholder for unpaid past losses and future losses each for its pro rata share and the policyholder who accepts any payment from or exercises any rights against the Reinsurer thereby consents to such substitution of the Reinsuring Companies for this Company and releases his claim against this Company.

(4) The above agreements for the payment of unabsorbed premium deposit and liability for losses on the part of the Reinsuring Companies are in accordance with Article X of the Factory Mutual Reinsurance Agreement, which is printed on the reverse side of this Rider, and which is binding on all the Reinsuring Companies.

(5) In accordance with the Factory Mutual Intercompany Reinsurance Agreement (Article XI), in the event of the insolvency of any reinsuring company the other Factory Mutual Companies opposite which a percentage is shown above agree that they shall each be liable for that proportion of any outstanding losses reinsured by such insolvent reinsuring company which the amount of insurance or reinsurance carried by each of them bears to the total insurance and reinsurance in the solvent companies on the risks which suffered loss.

ALLENDALE MUTUAL INSURANCE COMPANY

By _____
Authorized Signature

REINSURANCE RIDER (Cont'd)**ARTICLE X*****Substitution of the Reinsuring Companies for the Placing Company***

Unless otherwise specifically provided by law, the reinsuring companies shall be directly liable to the policyholder of the placing company, if the placing company shall be placed in the hands of a receiver, assignee, trustee, state commissioner of insurance or other person for the purpose of liquidation, under the following conditions:

- (1) If at such time there shall be in force any policies issued by the placing company and reinsured hereunder, the reinsuring companies shall thereupon be substituted for the placing company upon any such policies as to liability for unpaid past losses and future losses to the extent of the amount reinsured by them and in addition for that proportion of the amount retained by the placing company which each reinsuring company's amount of reinsurance bears to the total amount reinsured, all as shown by the reinsurance rider attached to the reinsured policy.
- (2) Losses shall be paid directly to the insured named in the reinsured policies. The reinsuring companies in dealing with the insured in relation to any such losses, shall have all the rights and privileges possessed by the placing company under its policies issued to the insured, and shall be liable to the insured under such policies to the extent specified above for the payment of losses as if they had been named in such policies as the insurer. The assumption by the reinsuring companies of such loss liability to the insured named in the policies of the placing company to which the reinsurance rider is attached shall thereby relieve them from all such loss liability to the placing company and to its liquidator, receiver, assignee, trustee, state commissioner of insurance, or other person.
- (3) If at such time there shall be in force any policies issued by the placing company and reinsured hereunder which upon their expiration or prior termination would entitle the policyholder to any return of unabsorbed premium deposit declared as payable by the reinsuring companies, payment of such unabsorbed premium deposit shall be made directly to the insured, or any other person designated in such reinsured policies as the intended recipient thereof, and not to a receiver, assignee, trustee, state commissioner of insurance, or other person responsible for the liquidation of the placing company.

On the reinsurance of all policies which do not provide for substitution of the reinsuring companies for the placing company the reinsurance shall be payable by the reinsuring companies on the basis of the liability of the placing company under the contract or contracts reinsured without diminution because of the insolvency of the placing company, directly to the placing company or to its liquidator, receiver, or other statutory successor.

REPLACEMENT INSURANCE

Applicable to the kind (s) of insurance where "Replacement Value" is indicated under the Location Description (s) on the preceding pages.

It is understood and agreed, subject to all the terms, conditions and stipulations of the Policy to which this endorsement is attached, not in conflict herewith, that in case of loss or damage to:

Any property covered under this Policy except Stock and Supplies, Jigs and Fixtures, Dies, Small Tools, Drawings, Patterns, Records including Records on Photographic Film, Data Processing Media, Data Storage and Program Devices, Manuscripts, Contractor's Equipment, Employees Personal Property, Personal Property of Third Parties

and

this Policy is hereby extended to indemnify the insured for the cost, as of the date of loss, of replacement of the damaged or destroyed property in a new condition with materials of like size, kind and quality, all subject to the following conditions:

1. If property damaged or destroyed is useless to the insured or is not repaired, rebuilt or replaced on the same or another site within a reasonable time after the loss or damage, this Company shall not be liable for more than the actual cash value (ascertained with proper deduction for depreciation) of the property destroyed.
2. The total liability of this Company under this Policy for loss to property included under this endorsement shall not exceed the smallest of the following:
 - a. the cost to repair, or
 - b. the cost to rebuild or replace, all as of the date of loss, on the same site, with new materials of like size, kind and quality, or
 - c. the actual expenditure incurred in rebuilding, repairing or replacing on the same or another site.
3. This Company shall not be liable for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.
4. If at the time of loss covered under this Policy claim is made for the cost of replacement of the property damaged or destroyed, then this Company shall be liable under this endorsement for no greater proportion of such loss than the latest amount shown below bears to 90% of the cost at the time of loss and at the same site of replacement in a new condition with materials of like size, kind and quality, of all the property included under the terms of this endorsement. The value of the foundations and other property located below the lowest basement floor or, where there is no basement, below the surface of the ground shall be disregarded in applying this co-insurance provision. In the event that the aggregate claim for any loss covered under the conditions of this endorsement is less than \$10,000 and less than 5% of the total amount of insurance provided hereby, no special inventory or appraisal of the undamaged property shall be required.

AMEND. No. <u>17</u> AMT. EFF. AFTER <u>2-1-73</u>	AMEND. No. <u>18</u> AMT. EFF. AFTER <u>11-20-73</u>	AMEND. No. <u>21</u> AMT. EFF. AFTER <u>2-1-74</u>	AMEND. No. <u>25</u> AMT. EFF. AFTER <u>2-1-75</u>	AMEND. No. <u>27</u> AMT. EFF. AFTER <u>4-21-75</u>	AMEND. No. AMT. EFF. AFTER
\$ <u>9,599,000</u>	\$ <u>9,688,000</u>	\$ <u>7,712,000</u>	\$ <u>12,310,000</u>	\$ <u>12,410,000</u>	\$

| AMEND. No.
AMT. EFF. AFTER |
|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| \$ | \$ | \$ | \$ | \$ | \$ |

REPLACEMENT INSURANCE (Cont'd)

5. If at the time of loss as covered under the conditions of the item(s) of this Policy to which this endorsement applies there is other insurance written (1) on an actual cash value basis only, or (2) with a separate amount applicable for the difference between the actual cash value (ascertained with proper deduction for depreciation) and the cost of replacement, then the amount of insurance provided under said item(s) of this Policy shall be divided and apply as follows:

- a. \$----- On actual cash value (ascertained with proper deduction for depreciation).
b. \$----- On difference between actual cash value and cost of replacement in a new condition,

it being agreed that this Company shall be liable for no greater proportion of any loss or damage calculated on an actual cash value basis than the amount set forth in a. above bears to the total amount of all actual cash value insurance in force, and shall be liable for no greater proportion of the loss suffered on the difference between the actual cash value of the damaged or destroyed property and the cost of replacement in a new condition than the amount set forth in b. above bears to the total amount of all insurance against loss for the difference between actual cash value and actual cost of replacement in a new condition.

6. In order to comply with the laws of the following states, it is understood and agreed that in the application of this endorsement the following conditions shall apply:

- a. for property situated in the Commonwealth of Massachusetts or the State of North Carolina the portion of the first sentence reading "as of the date of loss, of replacement in a new condition with materials of like size, kind and quality" is hereby deleted and the following is substituted therefor "of repairing, rebuilding or replacing on the premises described in the Policy or some other location within the Commonwealth of Massachusetts, or the State of North Carolina, as the case may be, mutually agreed upon between the insurer and the insured with materials of like size, kind and quality"
b. for property situated in the Commonwealth of Massachusetts or the State of Washington the phrase "within a reasonable time" referred to in paragraph 1 shall mean "within not exceeding two years from the date of loss or such further time as may be agreed to between the insured and the insurer".
c. for property situated in the State of Washington this endorsement shall be applicable only to buildings, machinery and equipment.
d. for property situated in the Commonwealth of Massachusetts household furniture and furnishings in dwelling houses shall be excluded.

Nothing in this Repair or Replace Endorsement shall be construed to increase the limit(s) as set forth in the Policy to which this Endorsement is attached.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

Optional Endorsement No. 18-OM
Factory Mutual Rating Bureau,
Providence, R. I.

Effective date November 15, 1964

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. E- 3
Effective February 1, 1973
Amendment No. 17

AGREED AMOUNT ENDORSEMENT
(Repair or Replace)

It is understood and agreed that until.....*.....the amount stipulated under either (1) Paragraph 4 of Standard or Optional Endorsement No. 18, or (2) the first paragraph of "Special Provisions applicable to Fire and Extended Coverages Only" of Standard or Optional Endorsement No. FMB-18, whichever is attached to this Policy, represents at least 90% of the value of the property insured thereunder for the purposes of the provisions of said paragraph.

- * February 1, 1974
- * February 1, 1975 - Amendment No. 21
- * February 1, 1976 - Amendment No. 25

ALLENDALE MUTUAL INSURANCE COMPANY

.....
Authorized Signature

Standard Endorsement No. 18-F
Factory Mutual Rating Bureau,
Providence, R. I.
Effective Date January 15, 1966
(Supersedes July 1, 1955)

TED STATES RADIUM CORPORATION

Account No. 1-70731 Policy No. 74089
Sheet No. E-4
Effective February 1, 1973
Amendment No. 17

FIRE DEPARTMENT SERVICE CHARGES

It is understood and agreed that this Policy is extended to cover actual loss sustained by the insured, for an amount not exceeding \$500., to defray regular, agreed fire department service charges, or those imposed by ordinance, in responding to a fire in, on or exposing the property described herein, excluding any liability for charges incurred by false alarms.

Attached to and forming a part of Policy Contract No. 74089

ALLENDALE MUTUAL INSURANCE COMPANY

Authorized Signature

Standard Endorsement No. 20
Factory Mutual Rating Bureau
Providence, R. I.
Effective date April 1, 1953

UNITED STATES RADIUM CORPORATION

Account No. 1-70731 Policy No. 74089
Sheet No. E-5

Effective February 1, 1973
Amendment No. 17

Endorsement No. 1012 M (9/69)
Special New Jersey

SPECIAL NEW JERSEY ENDORSEMENTS

CANCELLATIONS

It is agreed with respect to any locations in the State of New Jersey that 30 days written notice shall be given; (1) to the insured of the cancellation of the Policy to which this endorsement is attached; and (2) to any designated mortgagee not named herein as the insured of the cancellation of any interest in the Policy; and (3) to the insured, of intent not to renew the Policy.

The aforesaid provisions shall not apply for those exceptions provided for in Chapter 131, Public Laws of New Jersey, 1968.

This endorsement shall be in force only until the Directive of the Commissioner of Banking and Insurance of the State of New Jersey dated July 3, 1968 pertaining to cancellation notice is revoked or expires.

EXPLOSION CLAUSE

It is agreed with respect to any locations in the State of New Jersey that Exclusion (D) of the Explosion Clause contained in the Policy is void.

SECTION III - OTHER INSURANCE CONDITIONS

It is agreed with respect to any locations in the State of New Jersey that Paragraph (B) of the Other Insurance Conditions Clause contained in Section III of any FMB Policy shall be revised to read as follows:

"(B) In case the policy or policies affording such other insurance do not contain a clause similar to Clause (A), the Company shall be liable under this Section only for the proportion of said joint loss that the amount insured under this section, applicable to said joint loss, bears to the whole amount of insurance, applicable to said joint loss.

Attached to and forming a part of Policy Contract No. ...74089.....

ALLENDALE MUTUAL INSURANCE COMPANY

.....Authorized Signature

ITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. E- 6
Effective February 1, 1973

SPECIAL ENDORSEMENT NO. 1011

CIVIL AUTHORITY ENDORSEMENT

It is agreed with respect to any locations in the following States; Connecticut, Iowa, Kentucky, Maryland, New York, South Carolina and Virginia, and in the Commonwealth of Puerto Rico that the following amendment to the Time Element Insurance form attached to this Policy shall apply.

In the clause reading:

"THIS POLICY COVERS LOSS AS HEREIN DEFINED:

From actual curtailment of production or suspension of business operations resulting from order of civil authority prohibiting access to the premises described herein, during the period of time, not exceeding two weeks, while access to the said premises is prohibited, but only when such order is given as a direct result of damage or destruction by fire or other peril insured against, in the said premises or in the immediate vicinity thereof, provided such fire or other peril did not originate from any of the perils herein specifically excluded. With respect to the peril of riot, civil commotion, vandalism and malicious mischief, this coverage shall apply only if such order is given as a direct result of damage or destruction in the said premises or within five hundred feet thereof."

the last sentence reading,

"With respect to the peril of riot, civil commotion, vandalism and malicious mischief, this coverage shall apply only if such order is given as a direct result of damage or destruction in the said premises or within five hundred feet thereof."

is null and void.

Attached to and forming a part of Policy Contract No.**74089**.....

ALLENDALE MUTUAL INSURANCE COMPANY

.....Authorized Signature

Exhibit D

Wendale Insurance

MUTUAL CORPORATION CERTIFIED POLICY COPY NON-ASSESSABLE POLICY

This is to certify that this is a true copy of the original policy or endorsement bearing the same number issued to the named insured by this Company. Liability is assumed under the original policy only. Dated 13-Jul-98 NO. 74089

AMOUNT \$ 16,675,000 RATE Various PREMIUM \$ 122,640

In Consideration of the Provisions and Stipulations herein or added hereto and One Hundred Twenty Two Thousand Six Hundred Forty DOLLARS PREMIUM

this Company, for the term from the 1st day of February, 1976 at noon, Standard Time, at See Section C to the See Section C day of 19 location of property involved.

to an amount not exceeding Sixteen Million Six Hundred Seventy Five Thousand Dollars

does insure UNITED STATES RADIUM CORPORATION

and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described hereinafter while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Provisions Specially Applicable to this Policy

The insured by accepting this policy hereby becomes a member of this Company and subject to the provisions of its charter and by-laws, with power to vote at its meetings. This policy is non-assessable and the liability of the policyholder is limited to the premium paid.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

In Witness Whereof: this Company has executed and attested these presents; but this policy shall not be valid unless

countersigned by the duly authorized Agent of this Company at Short Hills, New Jersey

Authorized Officer

President

Countersigned this _____ day of _____ 19_____

AGENT

84 relating to the interests and obligations of such mortgagee may
85 be added hereto by agreement in writing.
86 **Pro rata liability.** This Company shall not be liable for a greater
87 proportion of any loss than the amount hereby
88 insured shall bear to the whole insurance covering the property
89 against the peril involved, whether collectible or not.
90 **Requirements in** The insured shall give immediate written
91 **case loss occurs.** notice to this Company of any loss, protect
92 the property from further damage, forthwith
93 separate the damaged and undamaged personal property, put
94 it in the best possible order, furnish a complete inventory of
95 the destroyed, damaged and undamaged property, showing in
96 detail quantities, costs, actual cash value and amount of loss
97 claimed; and within sixty days after the loss, unless such time
98 is extended in writing by this Company, the insured shall render
99 to this Company a proof of loss, signed and sworn to by the
100 insured, stating the knowledge and belief of the insured as to
101 the following: the time and origin of the loss, the interest of the
102 insured and of all others in the property, the actual cash value of
103 each item thereof and the amount of loss thereto, all encum-
104 brances thereon, all other contracts of insurance, whether valid
105 or not, covering any of said property, any changes in the title,
106 use, occupation, location, possession or exposures of said prop-
107 erty since the issuing of this policy, by whom and for what
108 purpose any building herein described and the several parts
109 thereof were occupied at the time of loss and whether or not it
110 then stood on leased ground, and shall furnish a copy of all the
111 descriptions and schedules in all policies and, if required, verified
112 plans and specifications of any building, fixtures or machinery
113 destroyed or damaged. The insured, as often as may be reason-
114 ably required, shall exhibit to any person designated by this
115 Company all that remains of any property herein described, and
116 submit to examinations under oath by any person named by this
117 Company, and subscribe the same; and, as often as may be rea-
118 sonably required, shall produce for examination all books of
119 account, bills, invoices and other vouchers, or certified copies
120 thereof if originals be lost, at such reasonable time and place as
121 may be designated by this Company or its representative, and
122 shall permit extracts and copies thereof to be made.
123 **Appraisal.** In case the insured and this Company shall
124 fail to agree as to the actual cash value or
125 the amount of loss, then, on the written demand of either, each
126 shall select a competent and disinterested appraiser and notify
127 the other of the appraiser selected within twenty days of such
128 demand. The appraisers shall first select a competent and dis-
129 interested umpire; and failing for fifteen days to agree upon
130 such umpire, then, on request of the insured or this Company,
131 such umpire shall be selected by a judge of a court of record in
132 the state in which the property covered is located. The ap-
133 praisers shall then appraise the loss, stating separately actual
134 cash value and loss to each item; and, failing to agree, shall
135 submit their differences, only, to the umpire. An award in writ-
136 ing, so itemized, of any two when filed with this Company shall
137 determine the amount of actual cash value and loss. Each
138 appraiser shall be paid by the party selecting him and the
139 expenses of appraisal and umpire shall be paid by the parties
140 equally.
141 **Company's** It shall be optional with this Company to take
142 **options.** all, or any part, of the property at the agreed
143 or appraised value, and also to repair, rebuild
144 or replace the property destroyed or damaged with other of like
145 kind and quality within a reasonable time, on giving notice of
146 its intention so to do within thirty days after the receipt of the
147 proof of loss herein required.
148 **Abandonment.** There can be no abandonment to this Com-
149 pany of any property.
150 **When loss** The amount of loss for which this Company
151 **payable.** may be liable shall be payable sixty days after
152 proof of loss, as herein provided, is received
153 by this Company and ascertainment of the loss is made either
154 by agreement between the insured and this Company expressed
155 in writing or by the filing with this Company of an award as
156 herein provided.
157 **Suit.** No suit or action on this policy for the recovery
158 of any claim shall be sustainable in any
159 court of law or equity unless all the requirements of this policy
160 shall have been complied with, and unless commenced within
161 twelve months next after inception of the loss.
162 **Subrogation.** This Company may require from the insured
163 an assignment of all right of recovery against
164 any party for loss to the extent that payment therefor is made
165 by this Company.

8 This entire policy shall be void if, whether
9 before or after a loss, the insured has wil-
10 fully concealed or misrepresented any ma-
11 terial fact or circumstance concerning this insurance or the sub-
12 ject thereof, or the interest of the insured therein, or in case
13 of fraud or false swearing by the insured relating thereto.

14 This policy shall not cover accounts, bills,
15 currency, deeds, evidences of debt, money or
16 securities; nor, unless specifically named hereon
17 in writing, bullion or manuscripts.

18 This Company shall not be liable for loss by
19 fire or other perils insured against in this
20 policy caused, directly or indirectly, by: (a)
21 armed forces, including action taken by mili-
22 tary or naval or air forces in resisting an actual or an immediately
23 pending enemy attack; (b) invasion; (c) insurrection; (d)
24 revolution; (e) civil war; (f) usurped power; (h)
25 of any civil authority except acts of destruction at the time
26 intended for the purpose of preventing the spread of fire, provided
27 such fire did not originate from any of the perils excluded
28 in this policy; (i) neglect of the insured to use all reasonable
29 care to save and preserve the property at and after a loss, or
30 if the property is endangered by fire in neighboring prem-
31 ises; (j) nor shall this Company be liable for loss by theft.
32 Other insurance may be prohibited or the
33 amount of insurance may be limited by en-
34 dorsement attached hereto.

35 **Conditions suspending or restricting insurance.** Unless other-
36 wise provided in writing added hereto this Company shall not
37 be liable for loss occurring
38 while the hazard is increased by any means within the con-
39 trol or knowledge of the insured; or
40 while a described building, whether intended for occupancy
41 by owner or tenant, is vacant or unoccupied beyond a period of
42 consecutive days; or
43 as a result of explosion or riot, unless fire ensue, and in
44 event for loss by fire only.

45 Any other peril to be insured against or sub-
46 ject of insurance to be covered in this policy
47 shall be by endorsement in writing hereon or
48 by endorsement attached hereto.

49 **Contributions.** The extent of the application of insurance
50 under this policy and of the contribution to
51 be made by this Company in case of loss, and any other pro-
52 vision or agreement not inconsistent with the provisions of this
53 policy, may be waived except such as by the terms of this policy
54 are subject to change.

55 **Waiver.** No permission affecting this insurance shall
56 exist, or waiver of any provision be valid,
57 unless granted herein or expressed in writing
58 added hereto. No provision, stipulation or forfeiture shall be
59 voided or waived by any requirement or proceeding on the part
60 of this Company relating to appraisal or to any examination
61 provided for herein.

62 **Cancellation** This policy shall be cancelled at any time
63 of this policy, at the request of the insured, in which case
64 this Company shall, upon demand and sur-
65 render, refund the excess of paid premium above
66 customary short rates for the expired time. This policy
67 shall be cancelled at any time by this Company by giving to
68 the insured a five days' written notice of cancellation with or
69 without tender of the excess of paid premium above the pro-
70 portion of premium for the expired time, which excess, if not ten-
71 dered, shall be refunded on demand. Notice of cancellation shall
72 be that said excess premium (if not tendered) will be refunded
73 on demand.

74 **Mortgagee** If loss hereunder is made payable, in whole
75 or in part, to a designated mortgagee not
76 named herein as the insured, such interest in
77 this policy may be cancelled by giving to such
78 mortgagee a ten days' written notice of can-
79 cellation.

80 **Assignment.** If the insured fails to render proof of loss such mortgagee, upon
81 demand, shall render proof of loss in the form herein specified
82 within sixty (60) days thereafter and shall be subject to the pro-
83 visions hereof relating to appraisal and time of payment and of
84 pending suit. If this Company shall claim that no liability ex-
85 ists as to the mortgagor or owner, it shall, to the extent of pay-
86 ment of loss to the mortgagee, be subrogated to all the mort-
87 gagee's rights of recovery, but without impairing mortgagee's
88 right to sue; or it may pay off the mortgage debt and require
89 assignment thereof and of the mortgage. Other provisions

This Policy provides insurance against Property Damage to all property insured herein, including the Insured's interest in Improvements and Betterments, and insurance against Business Interruption and Extra Expense loss, at the locations described herein, when such loss or damage is caused by the perils herein insured against, except loss to any property specifically excluded or restricted.

The Standard Conditions applicable to Property Damage are shown in the pages designated "5-C-D-1" and those applicable to Business Interruption and Extra Expense are shown in the pages designated "T-8", "T-12A" and "5-C-SP-1".

This Policy provides Blanket Insurance in the latest grand total amount shown below except as specifically excluded or restricted. The amounts and premium deposits under the locations are for accounting purposes only. No liability is assumed by this Policy for any coverage under which a zero amount of insurance or premium deposit is currently indicated.

AMENDMENT NO.		TOTAL AMOUNT & PREMIUM							
CODE		AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
GRAND TOTAL ALL COVERAGES		Carried Forward From Second Issue of Policy							122,639
			16,675,000						
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal		-	73,977	-----	-----	
31	11	2- 1-76	-0-	16,675,000			-0-		122,639
33	26	2- 1-76	Rate Decreased			-0-	- 13,354		109,285
34	12	2- 1-76	Rate Increased				+ 283		109,568
35	27	2- 1-76	- 918,000	15,757,000		-0-	- 6,838		102,730
36	14	2- 1-76	+ 1,410,000	17,167,000			+ 7,490		110,220
37	26	7- 1-76	Rate Reduction			---	- 25,371		84,849
38	29	12-22-76	- 3,970,000	13,197,000		---	- 21,267		63,582
39	27	2- 1-77	- 2,500	13,194,500			- 32		63,550
40	14	2- 1-77	+ 1,143,000	14,337,500			+ 5,561		69,111
43	27	2- 1-78	- 227,000	14,110,500			- 1,117		67,994
44	14	2- 1-78	+ 1,596,500	15,707,000			+ 7,636		75,630

PROPERTY AND EXTENDED COVERAGE
PROPERTY - PERSONAL

RISK NO. 00920
Location(s) No. 1

MISCELLANEOUS UN-SCHEDULED LOCATIONS

On Property located within the Continental limits of the United States of America, Alaska, Hawaii and Puerto Rico.

INCLUDES - Insured's interest in Improvements and Betterments
EXCLUDES - Property in transit

This insurance does not cover any Property insured under any other item of this Policy or under any other Policy issued by this Company to this Insured, or insured in whole or in part by any other insurance.

LIMIT OF LIABILITY - under this Policy for any one loss at any geographic location under this "Miscellaneous Un-Scheduled Locations" equals \$25,000

Statement of Values - See Sheet B-3-A

AMENDMENT NO.		11-A-0-A-0-00-499-29-01-920-1-06-00-2-S						
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE		- Replacement Value - \$1,000 Deductible						
Carried Forward		From Second Issue of Policy						1,270
			100,000	1.27	Al.2			
	2- 1-76	Prem. Absorb. at Automatic Renewal				323		
31	11 2- 1-76	-0-	100,000	1.27	Al.2		-0-	1,270
33	26 2- 1-76	Rate Decreased to		1.268	Al.2	-0-	2	1,268
34	2- 1-76	Class of Business Amended to			Al.1			
35	27 2- 1-76	75,000	25,000	1.268	Al.1	-0-	951	317
36	2- 1-76	Limit of Liability Amended from \$100,000 to					\$25,000	
39	27 2- 1-77	2,500	22,500	1.268	Al.1		32	285
39	2- 1-77	Limit of Liability Amended from \$25,000 to \$22,500						
44	14 2- 1-78	+ 2,500	25,000	1.268	Al.1		+ 32	317
44	2- 1-78	Limit of Liability Amended from \$22,500 to above						
BUSINESS INTERRUPTION		- Actual Annual Value - \$					Deductible	-0-
			-0-					

NITED STATES RADIUM CORPORATION

Account No. 1-70731 Policy No. 74089
 Sheet No. B- 3

FIRE AND EXTENDED COVERAGE

RISK NO. 00920
 Location(s) No. 1 continued

AMENDMENT NO.		AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
CODE	EFFECTIVE	CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
EXTRA	EXPENSE		Value - \$ -0-	Deductible				-0-	

"STATEMENT OF VALUES - MISCELLANEOUS UN-SCHEDULED LOCATIONS"

The Insured shall as of the first day of the month on which this Policy begins and annually thereafter send to this Company a statement of the average insurable value for the preceding twelve-month period. Such statements shall be filed not later than thirty days after the anniversary date.

If such values are not received as indicated above, the following Co-Insurance clause shall apply:

This Company shall not be liable for a greater proportion of any loss to the property described herein than the latest amount indicated in the column headed "New Amount" bears to ninety percent (90%) of the average of the Replacement Value of said property existing during the twelve (12) months immediately preceding the time that such loss shall happen, nor for more than the proportion which the latest amount of insurance indicated in the column headed "New Amount" bears to the total insurance thereon.

In the event that the aggregate claim for any loss is both less than ten thousand dollars (\$10,000) and less than five percent (5%) of the total amount of insurance applying to the property described herein at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required.

If an Agreed Amount Endorsement is attached to Section E of this Policy, the conditions of said Endorsement are not applicable to the above Co-Insurance clause.

UNITED STATES RADIUM CORPORATION

Account No. 1-70731 Policy No. 74089
 Sheet No. 4

FIRE AND EXTENDED COVERAGE
 PROPERTY - PERSONAL

RISK NO. 21674
 Location(s) No. 2

BROOKLYN, NEW YORK
 No. 3611 14th Avenue also
 known as No. 1425 37th Street

"HALSEY X-RAY PRODUCTS, INC."

Bounded by - (1) 37th Street (2) 15th Avenue (3) 36th Street (4) 14th Avenue
 INCLUDES - Interest of Sylvan Finishing Corporation

AMENDMENT NO.		11-A-0-9-0-60-081-31-01-280-1-06-00-2-S							
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS			
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT	
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible									
Carried Forward From Second Issue of Policy									
			1,750,000	.86	A			15,050	
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal		-	7,038			
31	11	2- 1-76	-0-	.86	A		-0-	15,050	
33	26	2- 1-76	Rate Decreased to	.610	A	-0-	- 4,375	10,675	
36	14	2- 1-76	+ 210,000	.610	A		+ 1,281	11,956	
38	29	12-22-76	-1,960,000		A	---	- 11,956	-0-	
31-B-0-9-0-60-081-31-01-280-1-06-00-1-S									
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible									
Carried Forward From Second Issue of Policy									
			1,120,000	.679	A			7,605	
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal		-	3,533			
31	11	2- 1-76	-0-	.679	A		-0-	7,605	
33	26	2- 1-76	Rate Decreased to	.534	A	-0-	- 1,624	5,981	
35	27	2- 1-76	- 340,000	.534	A	-0-	- 1,816	4,165	
38	29	12-22-76	- 780,000		A	---	- 4,165	-0-	

RE AND EXTENDED COVERAGE

RISK NO. 21674
 Location(s) No. 2 continued

AMENDMENT NO.		AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
CODE	EFFECTIVE	CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
		Value	- \$	Deductible				-0-	
			-0-						

PRE AND EXTENDED COVERAGE

RISK NO. 31130.88
Location(s) No. 3 continued

AMENDMENT NO.								
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
EXTRA EXPENSE		Value	- \$ -0-	Deductible				-0-

TYPE AND EXTENDED COVERAGE
 PROPERTY - REAL & PERSONAL

RISK NO. 31130.88-P
 Location(s) No. 4

E. HANOVER TOWNSHIP, NEW JERSEY
 Corner of Horsehill Road and East
 Hanover Avenue

"OFFICE BUILDING"

Insurance confined to Office Building and its Contents

INCLUDES - Interest of Blanchard Securities, Inc., (as Building Owner), c/o
 William Blanchard Company, 199 Mountain Avenue, Springfield, New
 Jersey, 07081

LIMIT OF LIABILITY - Limit under this Policy for loss resulting from damage
 to this location equals \$639,000 for Property Damage and \$17,000 for
 Business Interruption separately.

AMENDMENT NO.		12-A-0-A-2-00-187-29-01-720-5-06-80-2-S							
CODE	EFFECTIVE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible									
Carried Forward From Second Issue of Policy									
			504,000		.549	B1.2			2,767
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal -				2,351		
31	11	2- 1-76	-0-	504,000	.549	B1.2		-0-	2,767
33	26	2- 1-76	Rate Decreased to		.516	B1.2	-0-	166	2,601
34		2- 1-76	Class of Business Amended to			B1.1			
36	14	2- 1-76	+ 131,000	635,000	.516	B1.1	+	676	3,277
40	14	2- 1-77	+ 4,000	639,000	.516	B1.1	+	21	3,298
40		2- 1-77	Limit of Liability Amended from the latest amount shown below for Property Damage and Business Interruption separately to \$639,000 for Property Damage and \$17,000 for Business Interruption separately.						
32-B-0-A-2-00-187-29-01-720-5-06-80-1-S									
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible									
Carried Forward From Second Issue of Policy									
			17,000		.511	B1.2			87
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal -				75		
31	11	2- 1-76	-0-	17,000	.511	B1.2		-0-	87
34	12	2- 1-76	Rate Increased to		.533	B1.2	+	4	91
34		2- 1-76	Class of Business Amended to			B1.1			
THIS SHEET CARRIED FORWARD - SEE SHEET B-8-A									

RE AND EXTENDED COVERAGE

RISK NO. 31130.88-P
 Location(s) No. 4 (Continued)

LIMIT OF LIABILITY - Limit under this Policy for loss resulting from damage to this location equals \$668,000 for Property Damage and \$17,000 for Business interruption separately.

AMENDMENT NO.		12-A-0-A-2-00-187-29-01-720-5-06-80-2-S						
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE		- Replacement Value - \$1,000 Deductible						
	Carried Forward		639,000	.516	B1.1			3,298
44	14 2- 1-78	+ 29,000	668,000	.516	B1.1		+ 150	3,448
44	2- 1-78	Limit of Liability Amended from \$639,000 for Property Damage to above						
BUSINESS INTERRUPTION		32-B-0-A-2-00-187-29-01-720-5-06-80-1-S - Actual Annual Value - \$1,000 Deductible						
	Carried Forward		17,000	.533	B1.1			91

RE AND EXTENDED COVERAGE

RISK NO. 31130.88-P
 Location(s) No. 4 continued

LIMIT OF LIABILITY - Limit under this Policy for loss resulting from damage to this location equals \$50,000 for Extra Expense.

LIMIT OF LIABILITY - See Sheet C-2

AMENDMENT NO.		32-C-0-A-2-00-187-29-01-720-5-06-80-1-S							
CODE		AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
EFFECTIVE	CHANGE	NEW AMOUNT		ABSORBED			CHANGE	NEW AMOUNT	
EXTRA	EXPENSE -	Actual Value - \$1,000 Deductible							
Carried Forward	From Second Issue of Policy	50,000			1.14	B1.2			570
--	--	2- 1-76	Prem. Absorb. at Automatic Renewal -				530		
31	11	2- 1-76	-0-	50,000	1.14	B1.2		-0-	570
34	12	2- 1-76	Rate Increased to		1.187	B1.2	+	23	593
34		2- 1-76	Class of Business Amended to			B1.1			

FIRE AND EXTENDED COVERAGE
 PROPERTY - PERSONAL

RISK NO. 31137.66
 Location(s) No. 5

PARSIPPANY, NEW JERSEY
 No. 1259 Route 46 Building No. 2

"LIGHTING PRODUCTS DIVISION"

Insurance confined to Building No. 2. (Effective 2-1-76 - Amendment No. 36)

AMENDMENT NO.		11-A-0-9-0-00-388-29-01-330-1-06-00-2-S						
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible								
Carried Forward From Second Issue of Policy								
			731,000	.588	A			4,299
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal -			2,065		
31	11	2- 1-76	-0-	.588	A		1	4,298
33	26	2- 1-76	Rate Decreased to	.580	A	-0-	58	4,240
36	14	2- 1-76	+ 109,000	.580	A		632	4,872
40	14	2- 1-77	+ 74,000	.580	A		429	5,301
43	27	2- 1-78	- 38,000	.580	A		220	5,081
31-B-0-9-0-00-388-29-01-330-1-06-00-1-S								
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible								
Carried Forward From Second Issue of Policy								
			370,000	.465	A			1,720
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal -			752		
31	11	2- 1-76	-0-	.465	A		-0-	1,720
34	12	2- 1-76	Rate Increased to	.502	A		137	1,857
36	14	2- 1-76	+ 120,000	.502	A		602	2,459
40	14	2- 1-77	+ 20,000	.502	A		100	2,559
44	14	2- 1-78	+ 231,000	.502	A		1,160	3,719

FIRE AND EXTENDED COVERAGE

RISK NO. 31137.66
 Location(s) No. 5 continued

AMENDMENT NO.		AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
CODE	EFFECTIVE	CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
EXTRA EXPENSE	-	Value	- \$	Deductible				-0-	
			-0-						

FIRE AND EXTENDED COVERAGE
PROPERTY - REAL & PERSONAL

RISK NO. 31456
Location(s) No. 6

BEATTYSTOWN, NEW JERSEY
Route 57 (Kings Highway)

"PHOSPHORS DIVISION"

INCLUDES - Interest of Kings Highway Investment Co., as Building Owner, c/o William Blanchard Company, 199 Mountain Avenue, Springfield, New Jersey, 07081

AMENDMENT NO.		11-A-0-9-0-00-499-29-01-504-1-06-00-2-S						
CODE	EFFECTIVE	AMOUNT IN DOLLARS		DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible								
Carried Forward From Second Issue of Policy								
			4,946,000	.63	A			31,159
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal			14,220		
31	11	2- 1-76	-0-	.63	A		+	1 31,160
33	26	2- 1-76	Rate Decreased to	.506	A	-0-	-	6,133 25,027
36	14	2- 1-76	+ 809,000	.506	A		+	4,094 29,121
40	14	2- 1-77	+ 759,000	.506	A		+	3,841 32,962
44	14	2- 1-78	+ 926,000	.506	A		+	4,686 37,648
31-B-0-9-0-00-499-29-01-504-1-06-00-1-S								
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible								
Carried Forward From Second Issue of Policy								
			1,370,000	.586	A			8,028
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal			3,710		
31	11	2- 1-76	-0-	.586	A		-0-	8,028
33	26	2- 1-76	Rate Decreased to	.523	A	-0-	-	863 7,165
35	27	2- 1-76	- 165,000	.523	A	-0-	-	863 6,302
40	14	2- 1-77	+ 33,000	.523	A		+	173 6,475
43	27	2- 1-78	- 110,000	.523	A		-	575 5,900

PROPERTY AND EXTENDED COVERAGE
PROPERTY - REAL & PERSONAL

RISK NO. 38875.31-~~2~~
Location(s) No. 7

ALMEDI, PENNSYLVANIA
(Columbia County)
No. 4150 Old Berwick Road
(Old U.S. Route No. 11)

EXCLUDES - Building Nos. 9, 10 and Storage Silo and Miscellaneous Sheds including No. 11.

LIMIT OF LIABILITY - Limit under this Policy for loss resulting from damage)
to this location equals \$3,560,000 for Property Damage and \$620,000 for)
Business Interruption separately. (CANCELLED 7-1-76 - Amendment No. 37)

AMENDMENT NO.		11-A-0-9-0-19-031-37-01-280-1-06-00-2-S							
CODE	EFFECTIVE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
		CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
PROPERTY DAMAGE		- Replacement Value - \$1,000 Deductible							
Carried forward		from Second Issue of Policy							
			3,547,000		.998	B1.2			35,399
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal				28,755	-----	-----
31	11	2- 1-76	-0-	3,547,000	.998	B1.2		-0-	35,399
34		2- 1-76	Class of Business Amended to			B1.1			
36	14	2- 1-76	+ 13,000	3,560,000	.998	B1.1		+ 130	35,529
36		2- 1-76	Limit of Liability Amended from the latest amount shown below to \$3,560,000 for Property Damage and \$620,000 for Business Interruption separately.						
37	26	7- 1-76	Rate Reduced to		.394	B1.1	---	- 21,502	14,027
37		7- 1-76	Class of Business Amended to			A			
		31-B-0-9-0-19-031-37-01-280-1-06-00-1-S							
BUSINESS INTERRUPTION		- Actual Annual Value - \$1,000 Deductible							
Carried forward		from Second Issue of Policy							
			912,000		1.031	B1.2			9,403
---	---	2- 1-76	Prem. Absorb. at Automatic Renewal				8,227	-----	-----
31	11	2- 1-76	-0-	912,000	1.031	B1.2		-0-	9,403
34		2- 1-76	Class of Business Amended to			B1.1			
35	27	2- 1-76	- 292,000	620,000	1.031	B1.1	-0-	- 3,011	6,392
37	26	7- 1-76	Rate Reduced to		.407	B1.1	---	- 3,869	2,523
37		7- 1-76	Class of Business Amended to			A			
		CARRIED FORWARD - SEE SHEET NO. 14-A							

RE AND EXTENDED COVERAGE

RISK NO. 38875.31-~~7~~
 Location(s) No. 7 Continued

AMENDMENT NO.		11-A-0-9-0-19-031-37-01-280-1-06-00-2-S						
CODE	AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
	EFFECTIVE	CHANGE	NEW AMOUNT			ABSORBED	CHANGE	NEW AMOUNT
PROPERTY DAMAGE - Replacement Value - \$1,000 Deductible								
								14,027
	carried forward	-	3,560,000	.394	A			15,012
40	14	2- 1-77	+ 250,000	3,810,000	.394	A	+ 985	16,620
44	14	2- 1-78	+ 408,000	4,218,000	.394	A	+ 1,608	
31-B-0-9-0-19-031-37-01-280-1-06-00-1-S								
BUSINESS INTERRUPTION - Actual Annual Value - \$1,000 Deductible								
								2,523
	carried forward	-	620,000	.407	A			2,535
40	14	2- 1-77	+ 3,000	623,000	.407	A	+ 12	2,213
43	27	2- 1-78	- 79,000	544,000	.407	A	- 322	

UNITED STATES RADIUM CORPORATION

Account No. 1-70731 Policy No. 74089
 Sheet No. B- 15

TIRE AND EXTENDED COVERAGE

RISK NO. 38875.31-P
 Location(s) No. 7 continued

AMENDMENT NO.		AMOUNT IN DOLLARS			DEP. RATE	CLASS	PREMIUM DEPOSIT IN DOLLARS		
CODE	EFFECTIVE	CHANGE	NEW AMOUNT	ABSORBED			CHANGE	NEW AMOUNT	
EXTRA	EXPENSE	-	Value - \$	Deductible				-0-	
			-0-						

Special Conditions & Stipulations SECTION C

CONDITIONS AND STIPULATIONS

ANNIVERSARY DATE — The First of each February

AUTOMATIC RENEWAL DATE February 1, 1979

TERM — Although this policy is originally issued on a three year basis, the liability under this policy is automatically renewed as expiring at each Automatic Renewal Date for subsequent periods of three years each until such time as cancellation notice is given under the terms of this policy.

REVIEW OF VALUES — The Insured shall, as of 90 days prior to but no later than each anniversary date of this policy, send to this Company a review of the current property values. Business Interruption values shall be forwarded in accordance with the terms of the Reporting paragraph in the Business Interruption form.

Such values shall be sub-divided by locations, with separate figures shown for each type of coverage at each location. The property values shall be shown on a Replacement Basis for property which is covered on a Repair or Replacement Basis and on an actual cash value basis for other property. The value of stock and supplies to be included in the property values shall be in accordance with the Value of Stock Clause contained in this policy and shall be based on the approximate average of the stock and supplies on hand during the twelve months immediately preceding the annual review of values.

Receipt of said values by this Company shall be considered as authorization by the Insured for Amounts of Insurance and Premium Deposits under this policy to be adjusted.

If such values are not received by this Company as indicated above, each kind of insurance provided herein will continue in force but shall apply separately for the latest figures shown on the subtotal summary until such time as said values are received by this Company.

An accredited representative of this Company shall be permitted by the Insured to examine the records and books of the Insured and to make appraisals of the physical property at any reasonable time not more than annually in connection with the determination of Property Damage and Business Interruption values, if this Company so requests.

ADJUSTMENT OF PREMIUM — An accounting of the premium shall be made at each automatic renewal date of this policy and Insured shall restore the premium on deposit with this Company to the amount called for by the amounts of insurance continued in force immediately after said automatic renewal date.

DEFINITION OF "AMOUNT OF INSURANCE" FOR CONTRIBUTION PURPOSES — For purposes of contribution with "Other Insurers", the "Amount of Insurance" applicable to each location shall be the latest amount shown opposite each type of coverage under each location-description in this policy and only for purposes of such contribution with other Insurers each type of coverage at each location shall be considered in the same manner as if such coverage at each location were written as a separate policy.

PROPERTY FOR SALE — If during the term of this Policy, any of the property insured hereunder, is offered for sale by the Insured, the liability of this policy for loss or damage, if any, to such "Property for Sale" shall not in any event exceed the price for which it is offered for sale.

CONDITIONS AND STIPULATIONS CONTINUED

For the purposes of the application of the Limit of Liability Clause shown on Sheet No. 1 of Form T-8, the figures shown in this clause shall be applied separately against the amount allocated to Extra Expense Insurance at each location.

The amount of \$500 shown in the Standard Deductible Clause on page 6 of Form 5-C-D-1 and page 6 of Form 5-C-SP-1 is void and the Deductible Amount shown on the Location Sheets contained in Section B is substituted therefor. This amount shall apply separately, or jointly, to each kind of insurance as indicated under the location description.

The Deductible provisions contained in the clauses for Collapse, Liquid Damage, Radioactive Contamination, and Sonic Boom apply as shown in the Policy Form separately to each kind of insurance. If larger Deductible amounts are shown under the location description section, they shall apply separately, or jointly, as indicated, provided, however, that the minimum deductible applying to the Perils of Collapse and Liquid Damage shall be \$25,000 separately and \$50,000 jointly.

Amount & Kind of Insurance — Locations Covered SECTION B

ITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. A- 7
Effective November 4, 1977
Amendment No. 41

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 6 shall be payable to the Insured and New England Mutual Life Insurance Company, c/o Jersey Mortgage Company, 430 Westfield Avenue, Elizabeth, New Jersey 07207, as,

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. A- 6
Effective February 20, 1976
Amendment No. 32

(CANCELLED 11-4-77 - Amendment No. 41)

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 6 shall be payable to the Insured and New England Mutual Life Insurance Company, c/o Peter F. Pasbjerg & Company, Inc., 28 Millburn Avenue Springfield, New Jersey, 07081, under Loan No. P-1808, as

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Effective February 1, 1976 Sheet No. A- 5
Amendment No. 31

(CANCELLED 2-20-76 - Amend. No. 32)

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 6 shall be payable to the Insured and New England Mutual Life Insurance Company, c/o Peter F. Pasbjerg & Company, Inc., 18 Beaver Street, Newark, New Jersey, 07102, under Loan No. P-1808, as

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. A. 4
Effective February 1, 1976
Amendment No. 31

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 4 shall be payable to the Insured and Mutual Benefit Life Insurance Company, 520 Broad Street, Newark, New Jersey, 17101, as

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

UNITED STATES RADIUM CORPORATION

Acct. No. 1-70731 Policy No. 74089
Sheet No. A. 3
Effective February 1, 1976
Amendment No. 31

(CANCELLED 12-22-76 - Amendment No. 38)

STANDARD MORTGAGE CLAUSE

Loss, if any, under this Policy on Real Property at Location No. 3 shall be payable to the Insured and Morris County Savings Bank, 21 South Street, Morristown, New Jersey, as

mortgagee [or trustee] as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee [or trustee], in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee [or trustee] only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; *provided*, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee [or trustee] shall, on demand, pay the same.

Provided, also that the mortgagee [or trustee] shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee [or trustee] and, unless permitted by this policy, it shall be noted thereon and the mortgagee [or trustee] shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee [or trustee] for ten days after notice to the mortgagee [or trustee] of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee [or trustee] any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee [or trustee] the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee [or trustee] to recover the full amount of said mortgagee's [or trustee's] claim.

ALLENDALE MUTUAL INSURANCE COMPANY

..... Authorized Signature

Loss, if any, under this Policy on two (2) IBM CRT Data Entry Stations, Model #3275 and two (2) IBM Data Entry Station Printers, Model #3284 valued at \$14,568. at Location No. 2 shall be payable to the Insured and Citicorp Leasing, Inc., 399 Park Avenue, New York, New York 10022. (CANCELLED 12-22-76 - Amendment No. 38)

Loss, if any, under this Policy on one (1) Calcomp Direct Access Storage System, Model #CD 12/14, one (1) Calcomp Controller, Model #CD 14 and five (5) Calcomp Disk Driver, Model #CD 12 valued at \$19,500. at Location No. 4 shall be payable to the Insured and Citicorp Leasing, Inc., 399 Park Avenue, New York, New York 10022. (CANCELLED 3-21-78-Amendment No. 42)

Loss, if any, under this Policy on one (1) IBM Data Adaptor, Model #2701 and one (1) IBM CRT Data Entry Station, Model #3275 valued at \$17,260. at Location No. 2 shall be payable to the Insured and Citicorp Leasing, Inc., 399 Park Avenue, New York, New York 10022.

Loss, if any, under this Policy on two Infra-Red Dryers at Location No. 6 shall be payable to the Insured and Citicorp Leasing Corporation, 25 Commerce Drive, Cranford, New Jersey 07016.

Loss, if any, under this Policy on one (1) Five Spindle Precision Drill Press with Plexiglas Cover and Spare Parts at Location No. 5 shall be payable to the Insured and Citicorp Leasing, Inc., 25 Commerce Drive, Cranford, New Jersey 07016.

Loss, if any, under this Policy on one (1) IBM CRT Data Entry Station, Model #3275 and one (1) IBM Data Entry Station Printer, Model #3284 valued at \$7,284. at Location No. 8 shall be payable to the Insured and Citicorp Leasing, Inc., 399 Park Avenue, New York, New York 10022.

Account No. 1-70731 Policy No. 74089
Sheet No. A-1

Title of Insured: UNITED STATES RADIUM CORPORATION

Any changes in Title, Amount of Insurance, Rate, or Premium Deposit effected subsequent to the commencement date of this Policy shall be considered as applying on the face of this Policy from the date such change is effected.

Losses adjusted with: United States Radium Corporation

All moneys, including premium deposits and losses payable under this Policy shall be payable as follows:

In United States in United States funds
In Canada in Canadian funds

Premium Deposit Payable and Return: Johnson & Higgins of Pennsylvania, Inc. pays the premium deposit under this Policy and any return of unabsorbed premium deposit accruing under this Policy shall be paid to Johnson & Higgins of Pennsylvania, Inc.

ALLENDALE MUTUAL INSURANCE COMPANY

Standard Form(s)

SECTION D