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Oct 14 2026

S.C. SUPREME COURT

EXHIBIT 19



Policy Number: TUE 0535168 03

Insured Name: J M Smith Corporation

Policy Term: 09/01/2016 - 09/01/2017

I am an employee of Great American Insurance Company authorized to certify that the attached forms and endorsements constitute the true and correct copy of the policy identified above.

Signature: Brenda Johnson

Printed Name: JM Smith 2017

Business Unit: Excess Liability

Date: 02/14/2025

Document Filename	Description	Folder	Folder Sub Type	MOD	Document Created Date	Added By
20160831- Policy- TUE053516803- 1652.pdf		Policy	POLICY	03	08/31/2016	P8 File Net
20170908- Policy- TUE053516803- 876.pdf		Policy	POLICY	03	09/09/2017	P8 File Net
20160907- Policy-		Policy	POLICY	03	09/07/2016	P8 File Net

TAU 9998 (Ed. 11 97)

Policy No. TUE 0-53-51-68 - 03
Effective Date of Change 09/01/2016**POLICY CHANGES****NAMED INSURED AND MAILING ADDRESS:**J M SMITH CORPORATION
101 W. SAINT JOHN STREET, SUITE 305
SPARTANBURG, SC 29306**POLICY PERIOD:**12:01 A.M. Standard Time at the
address of the Named Insured
shown at left.
From: 09/01/2016 To: 09/01/2017**THIS ENDORSEMENT CHANGES THE POLICY.****PLEASE READ IT CAREFULLY.****AGENT'S NAME AND ADDRESS:**WILLIS OF NORTH CAROLINA
301 S. TRYON STREET, SUITE 2600
CHARLOTTE, NC 28282Insurance is afforded by
GREAT AMERICAN INSURANCE COMPANY
(a capital stock corporation)

ENDORSEMENT NO: 1

EFFECTIVE DATE: 9/1/2016

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY AGREED AND UNDERSTOOD
THAT THE FOLLOWING CHANGES ARE MADE TO THE POLICY:THE ATTACHED EXCESS LIABILITY POLICY DECLARATIONS PAGE (TAU9501) REPLACES
THE ONE ORIGINALLY ISSUED WITH THE POLICY.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

FORMS AND ENDORSEMENTS hereby added:

FORMS AND ENDORSEMENTS hereby amended: TAU9501

FORMS AND ENDORSEMENTS hereby deleted:

Countersigned _____
DateBy _____
Authorized Representative

TAU 9501 (Ed. 11 97)

Policy No. TUE 0-53-51-68 * 03

Renewal Of TUE 0-53-51-68 * 02

EXCESS LIABILITY POLICY DECLARATIONS**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

J M SMITH CORPORATION
101 W. SAINT JOHN STREET, SUITE 305
SPARTANBURG, SC 29306

ITEM 2. POLICY PERIOD:

12:01 A.M. Standard Time at the
mailing address of the Named
Insured shown at left.
From 09/01/2016 To 09/01/2017

IN RETURN FOR PAYMENT OF THE PREMIUM,
AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE
THE INSURANCE AS STATED IN THIS
POLICY.

AGENT'S NAME AND ADDRESS:

WILLIS OF NORTH CAROLINA
301 S. TRYON STREET, SUITE 2600
CHARLOTTE, NC 28282

Insurance is Afforded by Company indicated below:
GREAT AMERICAN INSURANCE COMPANY
(A capital stock corporation)

ITEM 3. POLICY PREMIUM:

Redacted

POLICY MINIMUM PREMIUM:

Redacted

PREMIUM BASIS: (X) Flat () Auditable

ITEM 4. LIMITS OF INSURANCE:

The Company's Liability under this policy will not exceed the
following limit: 100 percent of "loss" excess of Underlying
Insurance stated in Item 5. of the Declarations, but for no
greater than:
\$ 25,000,000. Each Occurrence
\$ 25,000,000. Aggregate Limit (where applicable)

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy
Insurer, Policy No., Policy Period
GREAT AMERICAN INSURANCE CO. OF NY
POLICY: UMB4101094 - 9/1/16-9/1/17

Applicable Limit

\$ 25,000,000. Each Occurrence
\$ 25,000,000. Aggregate Limit
(where applicable)

Other Underlying Insurance (Excess
of First Underlying Insurance Policy)
NORTH AMERICAN SPECIALTY INS. CO.
POLICY: EXS000814103 - 9/1/16-9/1/17

Applicable Limit

\$ 25,000,000. Each Occurrence
\$ 25,000,000. Aggregate Limit
(where applicable)

ITEM 6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part
of this policy at time of issue are listed on the attached Forms and
Endorsements Schedule, TAU 9997 (Ed. 11/97).

Countersigned _____ By _____
Date _____ Authorized Representative _____



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9501 (Ed. 11 97)

Policy No. TUE 0-53-51-68 - 03
Renewal Of TUE 0-53-51-68 - 02

EXCESS LIABILITY POLICY DECLARATIONS**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

J M SMITH CORPORATION
101 W. SAINT JOHN STREET, SUITE 305
SPARTANBURG, SC 29306

ITEM 2. POLICY PERIOD:

12:01 A.M. Standard Time at the
mailing address of the Named
Insured shown at left.
From 09/01/2016 To 09/01/2017

IN RETURN FOR PAYMENT OF THE PREMIUM,
AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE
THE INSURANCE AS STATED IN THIS
POLICY.

AGENT'S NAME AND ADDRESS:

WILLIS OF NORTH CAROLINA
301 S. TRYON STREET, SUITE 2600
CHARLOTTE, NC 28282

Insurance is Afforded by Company indicated below:
GREAT AMERICAN INSURANCE COMPANY
(A capital stock corporation)

ITEM 3. POLICY PREMIUM:

Redacted

POLICY MINIMUM PREMIUM:

Redacted

PREMIUM BASIS: (X) Flat () Auditable

ITEM 4. LIMITS OF INSURANCE:

The Company's Liability under this policy will not exceed the
following limit: 100 percent of "loss" excess of Underlying
Insurance stated in **Item 5.** of the Declarations, but for no
greater than:
\$ 25,000,000. Each Occurrence
\$ 25,000,000. Aggregate Limit (where applicable)

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy
Insurer, Policy No., Policy Period
GREAT AMERICAN INSURANCE CO. OF NY
POLICY: T.B.D. - 9/1/16-9/1/17

Applicable Limit

\$ 25,000,000. Each Occurrence
\$ 25,000,000. Aggregate Limit
(where applicable)

Other Underlying Insurance (Excess
of First Underlying Insurance Policy)
NORTH AMERICAN SPECIALTY INS. CO.
POLICY: T.B.D. - 9/1/16-9/1/17

Applicable Limit

\$ 25,000,000. Each Occurrence
\$ 25,000,000. Aggregate Limit
(where applicable)

ITEM 6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part
of this policy at time of issue are listed on the attached Forms and
Endorsements Schedule, TAU 9997 (Ed. 11/97).

Countersigned _____ By _____
Date _____ Authorized Representative _____



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

IL 73 24 (Ed. 08 12)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

IL 73 24 (Ed. 08/12)



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

IL 72 68
(Ed. 09 09)

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink, appearing to read "D. L. C.", followed by a horizontal line.

President

A handwritten signature in black ink, appearing to read "Eve Cutler Rosen".

Secretary



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9997 (Ed. 11 97)

EXCESS LIABILITY POLICY

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

			Date Added* or Date Deleted		
	Form and Edition		ST		Form Description
1.	TAU9501	11/97	SC		EXCESS LIABILITY POLICY DECLARATION
2.	TAU9997	11/97	SC		EXCESS LIABILITY F&E SCHEDULE
3.	TAU9500	11/97	SC		EXCESS LIABILITY POLICY
4.	TAU9536	11/97	SC		INTELLECTUAL PROPERTY EXCL
5.	IL7324	08/12	SC		ECONOMIC AND TRADE SANCTIONS CLAUSE
6.	TAU9553	11/97	SC		POLLUTION EXCLUSION - TOTAL
7.	TAU9568	11/97	SC		PROFESSIONAL LIA EXCL
8.	TAU9622	01/98	SC		SC CHANGES-CANCELLATION/NONRENEWAL
9.	GAI6663	08/14	SC		EXCLUSION - ORGANIC PATHOGENS
10.	GAI6473	01/08	SC		DISC PURSUANT TERR RISK ACT REJECTN
11.	TAU9999	11/97	SC		GENERAL ENDORSEMENT
12.	TAU9999	11/97	SC		GENERAL ENDORSEMENT
13.	TAU9999	11/97	SC		GENERAL ENDORSEMENT
14.	TAU9999	11/97	SC		GENERAL ENDORSEMENT
15.	TAU9999	11/97	SC		GENERAL ENDORSEMENT
16.	GAI6639	11/02	SC		WAR OR TERRORISM EXCLUSION
17.	GAI6782	07/14	SC		EXCLUSN - ACCESS/DISCLOSURE
18.	IL7268	09/09	SC		IN WITNESS CLAUSE
19.					
20.					
21.					
22.					

*If not at inception



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9500
(Ed. 11 97)

EXCESS LIABILITY POLICY

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Words and phrases in quotation marks have special meaning and can be found in the **Definitions** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the Insured "loss" in excess of the Underlying Limits of Insurance shown in Item 5. of the Declarations, but only up to an amount not exceeding the Company's Limits of Insurance as shown in Item 4. of the Declarations. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the First Underlying Insurance Policy, as shown in Item 5. of the Declarations.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's Limits of Insurance beyond that set forth in Item 4. of the Declarations.

We will be furnished a complete copy of the First Underlying Insurance Policy described in Item 5. of the Declarations.

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:

1. Insureds;
2. claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the Underlying Limits of Insurance shown in Item 5. of the Declarations.
2. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
3. Subject to B.2., the occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.
4. Subject to Paragraphs B.2. and B.3. above, if the underlying Limits of Insurance stated in Item 5. of the Declarations are reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced Underlying Limits or, if all Underlying Limits are exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the First Underlying Insurance Policy, except for the terms, conditions, definitions and exclusions of this policy.
5. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining pe-

riod of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against you.
- B. We will have the right, but not the duty, to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for "loss" under this policy. If we exercise such right, we will do so at our own expense.
- C. If all Underlying Limits of Insurance stated in Item 5. of the Declarations are exhausted solely by payment of "loss," we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit which in our opinion may give rise to a "loss" under this policy. Such investigation or defense shall be at our own expense. We may, however, withdraw from the defense of such suit and tender the continued defense to you if our applicable Limits of Insurance stated in Item 4. of the Declarations are exhausted by payment of "loss."

IV. EXCLUSIONS

This policy does not apply to:

- A. Any "loss," including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:
 - 1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;

- 2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
- 3. any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Any "loss":

- 1. with respect to which any Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its Limit of Insurance; or
- 2. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - a. a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - b. any Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material", if:

- 1. the "nuclear material"
 - a. is at any "nuclear facility" owned by, or operated by or on behalf of, any Insured; or

- b. has been discharged or dispersed therefrom;
- 2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
- 3. the injury or "nuclear property damage" arises out of the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion B.3. applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

As used in this exclusion:

- 1. "Hazardous properties" include radioactive, toxic or explosive properties.
- 2. "Nuclear facility" means:
 - a. any "nuclear reactor";
 - b. any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing "spent fuel," or
 - (3) handling, processing or packaging "nuclear waste";
 - c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium

or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear waste," and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- 3. "Nuclear material" means "source material," "special nuclear material" or "by-product material."
- 4. "Nuclear property damage" includes all forms of radioactive contamination of property.
- 5. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 6. "Nuclear Waste" means any "nuclear waste" material:
 - a. containing "by-product material" other than the tailings of "nuclear wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
 - b. resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph C.2.a. or C.2.b.
- 7. "Source material," "special nuclear material," and "by-product" material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

V. DEFINITIONS

"Loss" means those sums which you are legally obligated to pay as damages, after making proper deductions for all recoveries and salvage.

VI. CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the Underlying Insurance, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II. of this policy.

B. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any Insured will not relieve us from our obligation to pay "loss" covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such underlying insurance, but will apply as if the underlying insurance was fully available and collectible.

C. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

D. Maintenance of Underlying Insurance

During the period of this policy, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for "loss" covered by Underlying Insurance.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

E. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an occurrence which may result in a "loss" covered under this policy. To the extent possible, notice will include:
 - a. how, when and where the occurrence took place;
 - b. the names and addresses of any injured persons and witnesses;
 - c. the nature and location of any injury or damage arising out of the occurrence.
2. If a claim or suit against any Insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved Insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

4. The Insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

G. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes. If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

H. When "Loss" is Payable

Coverage under this policy will not apply unless and until the Insured or the Insured's underlying insurance has paid or is obligated to pay the full amount of the Underlying Limits of Insurance stated in Item 5. of the Declarations.

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the Insured the amount of "loss" covered under the terms of this policy.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT SUMMARY

=====

LISTED BELOW ARE THE TITLE AND NUMBER OF PAGES FOR EACH GENERAL ENDORSEMENT (TAU 9999 ED. 11 97) INCLUDED IN THIS POLICY AND LISTED IN THE FORMS AND ENDORSEMENTS SCHEDULE (TAU 9997 ED. 11 97):

1. EXCLUSION OF COVERAGE FOR SPECIFIED ENTITIES ENDORSEMENT - 1 PAGE
2. SILICA OR RELATED DUST EXCLUSION - 1 PAGE
3. ELECTRONIC ERRORS AND OMISSIONS EXCLUSION - 1 PAGE
4. DRUGGIST'S LIABILITY EXCLUSION - 1 PAGE

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRUGGIST'S LIABILITY - EXCLUSION

=====

THE FOLLOWING IS ADDED TO SECTION IV - EXCLUSIONS:

ANY "LOSS" ARISING OUT OF THE FURNISHING, APPLYING, INJECTING, OR DISPENSING OF DRUGS, OR MEDICAL, DENTAL OR SURGICAL SUPPLIES OR APPLIANCES.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC ERRORS AND OMISSIONS EXCLUSION

=====

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV - EXCLUSIONS:

THIS INSURANCE DOES NOT APPLY TO ANY "LOSS" ARISING OUT OF OR RELATED TO ANY AGENCY, ERROR, OR OMISSION OF AN "INSURED" IN THE ANALYSIS, DESIGN, DEVELOPMENT OR MANUFACTURING OF AN ELECTRONIC COMPONENT, SYSTEM OR PROGRAM RESULTING IN ITS FAILURE TO PERFORM THE FUNCTION OR SERVE THE PURPOSE INTENDED.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Administrative Offices
301 E 4th Street
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513 369 5000 ph

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

=====

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. - EXCLUSIONS:

ANY AND ALL LIABILITY OR "LOSS" OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, SETTLEMENTS, JUDGMENTS, COSTS, CHARGES, EXPENSES, COSTS OF INVESTIGATIONS, OR THE FEES OF ATTORNEYS, EXPERTS, CONSULTANTS OR MEDICAL PERSONNEL, ARISING OUT OF, CAUSED BY, RESULTING FROM, CONTRIBUTED TO, AGGRAVATED BY OR RELATED IN ANY WAY, EITHER DIRECTLY OR INDIRECTLY, AND EITHER IN WHOLE OR IN PART, TO:

1. ANY ACTUAL, ALLEGED OR THREATENED EXPOSURE TO, EXISTENCE OF, PRESENCE OF, INGESTION OF, INHALATION OF OR CONTACT WITH "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA," WHETHER OR NOT OCCURRING ALONE, IN COMBINATION WITH, BEFORE, AFTER, OR CONCURRENTLY WITH ANY OTHER CAUSE, CONTRIBUTING CONDITION OR CIRCUMSTANCE, OR AGGRAVATING FACTOR, WHETHER MANMADE, NATURAL, OR ANY COMBINATION OF MANMADE OR NATURAL.
2. ANY REQUEST, DEMAND, OR ORDER THAT ANY "INSURED" OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, MAKE REPAIRS, TREAT, DECONTAMINATE, DETOXIFY, NEUTRALIZE, ABATE, OR IN ANY WAY RESPOND TO OR ASSESS ANY EFFECTS OF "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA." THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DEMAND, DIRECTIVE, COMPLAINT, SUIT, ORDER OR REQUEST BY ANY GOVERNMENTAL OR NONGOVERNMENTAL ENTITY OR BY ANY ORGANIZATION, PERSON OR GROUP OF PERSONS.
3. STEPS TAKEN OR AMOUNTS INCURRED BY ANY GOVERNMENTAL OR NON-GOVERNMENTAL ENTITY OR BY ANY ORGANIZATION, PERSON OR GROUP OF PERSONS TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, REPAIR, TREAT, DECONTAMINATE, DETOXIFY, NEUTRALIZE, ABATE, OR IN ANY WAY RESPOND TO OR ASSESS ANY EFFECTS OF "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA."

THIS EXCLUSION APPLIES REGARDLESS OF WHETHER OR NOT THE "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA," OR ANY OF THEIR EFFECTS, WERE SUDDEN, ACCIDENTAL, GRADUAL, INTENDED, EXPECTED, UNEXPECTED, PREVENTABLE, NOT PREVENTABLE, MANMADE, NATURALLY OCCURRING, OR ANY COMBINATION OF THE FOREGOING.

AS USED IN THIS EXCLUSION:

"SILICA" MEANS SILICON DIOXIDE (SiO₂) IN ANY FORM, FROM ANY SOURCE.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



Administrative Offices
301 E 4th Street
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513 369 5000 ph

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF COVERAGE FOR SPECIFIED ENTITIES ENDORSEMENT

THE FOLLOWING IS ADDED TO SECTION IV - EXCLUSIONS:

ANY "LOSS" ARISING FROM ANY OPERATIONS OF THE ENTITIES LISTED BELOW:

1. NORGENIX PHARMACEUTICALS

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



Administrative Offices
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513 369 5000 ph

TAU 9536
(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY EXCLUSION

The following exclusion is added to Section IV - EXCLUSIONS:

Any "loss" arising out of or directly or indirectly related to the actual or alleged publication or utterance or oral or written statements which are claimed as an infringement, violation or defense of any of the following rights or laws:

1. copyright, other than infringement of copyrighted advertising materials;
2. patent;
3. trade secrets;
4. trade dress; or
5. trade mark or service mark or certification mark or collective mark or trade name, other than trademarked or service marked titles or slogans.

This endorsement does not change any other provision of the policy.

TAU 9536 (Ed. 11/97) XS



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TAU 9553
(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION - TOTAL

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The following is added to Section **IV - EXCLUSIONS**:

This policy does not apply to any "loss," including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or in any way related to:

1. The actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants," however caused.
2. Any request, demand or order the any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons.

3. Steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any "loss," costs, charges, or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

This endorsement does not change any other provisions of the policy.

TAU 9553 (Ed. 11/97) XS



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TAU 9568
(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

The following exclusion is added to Section IV - EXCLUSIONS:

Any "loss" for, caused by, arising out of, or in connection with the rendering of, manner of rendering or failure to render any professional service.

This endorsement does not change any other provision of the policy.

TAU 9568 (Ed. 11/97) XS



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GAI 6639
(Ed. 11 02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR OR TERRORISM EXCLUSION

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

A. Any "loss" based upon or arising, directly or indirectly, out of:

1. war, including undeclared or civil war;
2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. "terrorism," including any action taken in hindering or defending against an actual or expected incident of "terrorism."

Regardless of any other clause or event that contributes concurrently or in any sequence to the injury or damage.

B. As used in this endorsement, "**terrorism**" means activities against persons, organizations or property of any nature:

1. that involve the following or preparation of the following:
 - a. use or threat of force or violence;

b. commission or threat of a dangerous act; or

c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. when one or both of the following applies:

a. the effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or

b. it is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or to express opposition to) a philosophy or ideology.

C. The aggregate limits shown in **Schedule A - Schedule Of Underlying Policies** shall neither be reduced nor exhausted by reason of any paid losses or costs of defense caused by or arising out of war or "terrorism" as excluded in this endorsement.

This endorsement does not change any other provision of the policy.



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GAI 6473
(Ed. 01 08)

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**DISCLOSURE PURSUANT TO TERRORISM
RISK INSURANCE ACT - REJECTION OF OFFER**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM
SAFEPAK® UMBRELLA LIABILITY COVERAGE FORM
EXCESS LIABILITY

A. Rejection Of Offer

You have rejected the offer of terrorism coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act as an Act of Terrorism. An exclusion of terrorism losses has been made a part of this policy.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. **You have rejected this offer of coverage.**

This endorsement does not change any other provision of the policy.



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GAI 6639
(Ed. 11 02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR OR TERRORISM EXCLUSION

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

A. Any "loss" based upon or arising, directly or indirectly, out of:

1. war, including undeclared or civil war;
2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. "terrorism," including any action taken in hindering or defending against an actual or expected incident of "terrorism."

Regardless of any other clause or event that contributes concurrently or in any sequence to the injury or damage.

B. As used in this endorsement, "**terrorism**" means activities against persons, organizations or property of any nature:

1. that involve the following or preparation of the following:
 - a. use or threat of force or violence;

b. commission or threat of a dangerous act; or

c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. when one or both of the following applies:

a. the effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or

b. it is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or to express opposition to) a philosophy or ideology.

C. The aggregate limits shown in **Schedule A - Schedule Of Underlying Policies** shall neither be reduced nor exhausted by reason of any paid losses or costs of defense caused by or arising out of war or "terrorism" as excluded in this endorsement.

This endorsement does not change any other provision of the policy.



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GAI 6782 (Ed. 07 14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to Section IV. **EXCLUSIONS**:

IV. Exclusions

Insurance provided under this Coverage Part does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Loss" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

This endorsement does not change any other provision of the policy.



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TAU 9622
(Ed. 01 98)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

Section VI - **CONDITION C. Cancellation**, Paragraph 2. is deleted and the following condition is added to Section VI - **CONDITIONS**:

Cancellation

2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.

The following is added to Section VI - **CONDITION C. Cancellation**:

9. Cancellation Of Policies In Effect For 90 Days Of More

If this policy has been in effect for 90 days or more, or is a renewal of continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. nonpayment of premium;
- b. material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

c. substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

d. substantial breaches of contractual duties, conditions or warranties; or

e. loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Notice of cancellation will state the reason for cancellation.

The following **CONDITION** is added and supercedes any provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy we will mail or deliver written notice of nonrenewal, along with the reason for nonrenewal, to the first Named Insured, and the agent, if any, at least 30 days before:

- a. the expiration date; or
- b. the anniversary date if this is a continuous policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.



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0319390

GREAT AMERICAN INSURANCE CO

IL 72 68
(Ed. 09 09)

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink, appearing to read "Donald D. L.", followed by a horizontal line.

President

A handwritten signature in black ink, appearing to read "Eve Cutler Rosen".

Secretary



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GAI 6663 (Ed. 08/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **IV. EXCLUSIONS**:

Organic Pathogens

1. Any "loss" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "organic pathogen."
2. Any loss, cost or expense arising out of any:
 - a. request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen," or
 - b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "organic pathogen."

The following definition is added to **SECTION V. DEFINITIONS**:

"Organic pathogen" means any:

1. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
2. Viruses or other pathogens (whether or not a microorganism); or
3. Colony or group of any of the foregoing.

All other terms and conditions of the Policy apply.