

WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY - INFORMATION PAGE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Servicing Office:

NORTH CENTRAL - WINDY POINT
1600 MCCONNOR DRIVE - 10TH FLOOR
SCHAUMBURG, IL 60173

1. Policy Number WC 4755094-02
Named Insured and Mailing Address
CLEVELAND CONSTRUCTION, INC.
8620 TYLER BLVD
MENTOR OH 44060-4348 ✓

Renewal of Number WC 4755094-01
Producer and Mailing Address
LOCKTON COMPANIES LLC
444 W 47TH ST STE 900
KANSAS CITY MO 64112-1906

Producer Code 37385-000

Other workplaces not shown above: See Schedule of Locations

FEIN: 34-1380189

NCCI Company No. 10863 ☐ New ☒ Renewal ☐ Rewrite of Prior Policy No. WC 4755094-01

This information page, with policy provisions and endorsements, if any, completes this policy.

Insured is: CORP, LLC ✓

2. Policy Period: From: 01-31-2013 to 01-31-2014 at 12:01 A. M. Standard Time at insured's mailing address. ✓

Insured's Identification number(s): See Schedule Locations

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:

IDAHO, WISCONSIN ✓

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of liability under Part Two are:

Bodily Injury by Accident:	1,000,000	each accident
Bodily Injury by Disease:	1,000,000	policy limit
Bodily Injury by Disease:	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY AND THOSE STATES LISTED IN 3 A.

D. This Policy includes these Endorsements and Schedules:

See Schedule of Forms and Endorsements.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the following Classification Schedule is subject to verification and change by audit.

See Classification Schedule

TOTAL ESTIMATED STANDARD PREMIUM	\$	7,493.00	If indicated below, adjustment of premium shall be made:	
PREMIUM DISCOUNT	\$			
EXPENSE CONSTANT	\$	220.00		
PREMIUM FOR ENDORSEMENT	\$		<input checked="" type="checkbox"/> Annually	<input type="checkbox"/> Monthly
TAXES AND SURCHARGES	\$		<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> This is a Three Year Fixed Rate Policy
TOTAL ESTIMATED ANNUAL PREMIUM	\$	7,749.00	<input type="checkbox"/> Quarterly	
MINIMUM PREMIUM	\$	900.00		
DEPOSIT PREMIUM	\$	1,935.00		

Agent or Producer

Countersigned by Resident Licensed Agent

Date

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: WC 4755094-02

Form Number & Edition Date	Form Name
WORKERS COMPENSATION FORMS AND ENDORSEMENTS	
U-WC-D-314-A ✓	07-94 ✓ WORKERS COMPENSATION INFORMATION PAGE
U-WC-320-A ✓	07-94 ✓ SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-406-A ✓	07-94 ✓ INSTALLMENT PREMIUM SCHEDULE
WC 99 00 02 ✓	10-99 ✓ SCHEDULE OF INSURED'S AND LOCATIONS
U-WC-315-A ✓	07-94 ✓ CLASSIFICATION SCHEDULE
WC 00 00 00 B ✓	07-11 ✓ INSURANCE POLICY
WC 00 03 01 A ✓	02-89 ✓ ALTERNATE EMPLOYER ENDORSEMENT
WC 00 03 02 ✓	04-84 ✓ DESIGNATED WORKPLACES EXCLUSION ENDT
WC 00 03 11 A ✓	08-91 ✓ VOLUNTARY COMPENSATION AND EMPLOYERS COV
WC 00 03 13 ✓	04-84 ✓ WAIVER OF RIGHTS TO RECOVER FROM OTHERS
WC 00 04 14 ✓	07-90 ✓ NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 19 ✓	01-01 ✓ PREMIUM DUE DATE ENDORSEMENT
WC 00 04 21 C ✓	09-08 ✓ CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 A ✓	09-08 ✓ TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 48 04 01 ✓	07-97 ✓ WI CONTRACTORS PREM ADJ PROGRAM ENDT
WC 48 06 01 C ✓	04-01 ✓ WI LAW ENDT
WC 48 06 06 B ✓	01-02 ✓ WI CANCELLATION AND NONRENEWAL ENDT
U-WC-402-A	05-03 ✓ MODIFICATION OF TIME FOR NOTICE OF CANCL
WC990001A	04-10 ✓ WC AND EMPLOYERS LIABILITY IN WITNESS
U-WC-332-A ✓	07-94 ✓ NOTIFICATION TO OTHERS OF CANCELLATION
U-WC-332-A ✓	07-94 ✓ BROAD FORM NAMED INSURED
U-WC-332-A ✓	07-94 ✓ UNINTENTIONAL ERRORS OR OMISSIONS

INSTALLMENT PREMIUM SCHEDULE

The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amount shown below.

NAMED INSURED
CLEVELAND CONSTRUCTION, INC.

POLICY NUMBER
WC 4755094-02

PAYMENT DUE -----	STANDARD PREMIUM -----	TOTAL PREMIUM -----
01/31/13	\$ 1,935.00	\$ 1,935.00
02/28/13	\$ 646.00	\$ 646.00
03/31/13	\$ 646.00	\$ 646.00
04/30/13	\$ 646.00	\$ 646.00
05/31/13	\$ 646.00	\$ 646.00
06/30/13	\$ 646.00	\$ 646.00
07/31/13	\$ 646.00	\$ 646.00
08/31/13	\$ 646.00	\$ 646.00
09/30/13	\$ 646.00	\$ 646.00
10/31/13	\$ 646.00	\$ 646.00
TOTAL	\$ 7,749.00	\$ 7,749.00

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

Workers Compensation and Employers Liability Insurance Policy



Schedule of Insureds and Locations

Branch OVERLAND PARK, KS 66210	Policy Number WC 4755094-02	Producer Code 37385-000
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SCHEDULE OF INSUREDS AND LOCATIONS

CBT PAYROLL SERVICES, INC. ✓
 FEIN: 341453116, Risk ID 917430780, SIC Code: 1542
 NO FIXED ADDRESS ID
 NO FIXED ADDRESS WI

CLEVELAND CONSTRUCTION, INC. (A NEVADA CORPORATION) ✓
 FEIN: 300044564, Risk ID 917430780, SIC Code: 1542
 NO FIXED ADDRESS ID
 NO FIXED ADDRESS WI

CLEVELAND CONSTRUCTION, INC. (AN OHIO CORPORATION) ✓
 FEIN: 341380189, Risk ID 917430780, SIC Code: 1542
 NO FIXED ADDRESS ID
 NO FIXED ADDRESS WI

PEAK REALTY LLC ✓
 FEIN: 261489057, Risk ID 917430780, SIC Code: 1542
 NO FIXED ADDRESS ID
 NO FIXED ADDRESS WI

SMALL BROTHERS BALSOM, LLC ✓
 FEIN: 260455381, Risk ID 917430780, SIC Code: 1542
 NO FIXED ADDRESS ID
 NO FIXED ADDRESS WI

SMALL BROTHERS CHARLOTTE, LLC ✓
 FEIN: 270676911, Risk ID 917430780, SIC Code: 1542
 NO FIXED ADDRESS ID
 NO FIXED ADDRESS WI

SMALL BROTHERS LLC ✓
 FEIN: 205861411, Risk ID 917430780, SIC Code: 1542
 NO FIXED ADDRESS ID
 NO FIXED ADDRESS WI

TALAKO CONSTRUCTION, LLC ✓
 FEIN: 272969052, Risk ID 917430780, SIC Code: 1542
 NO FIXED ADDRESS ID
 NO FIXED ADDRESS WI

Workers Compensation and Employers Liability Insurance Policy



Schedule of Insureds and Locations

Branch	Policy Number	Producer Code
OVERLAND PARK, KS 66210	WC 4755094-02	37385-000

SCHEDULE OF INSUREDS AND LOCATIONS

TELLING INDUSTRIES LLC ✓
FEIN: 342001636, Risk ID 917430780, SIC Code: 1542
NO FIXED ADDRESS
NO FIXED ADDRESS

ID
WI

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 4755094-02

ITEM 4. CLASSIFICATION OF OPERATIONS		PREMIUM BASIS		RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per \$100 of Remuneration	Estimated Annual Premium
	<p>CLEVELAND CONSTRUCTION, INC. (A NEVADA CORPORATION) FEIN # 30-0044564 NAIC CODE 236210</p> <p>CLEVELAND CONSTRUCTION, INC. (AN OHIO CORPORATION) FEIN # 34-1380189 NAIC CODE 236210</p> <p>SMALL BROTHERS LLC FEIN # 20-5861411 NAIC CODE 236210</p> <p>SMALL BROTHERS BALSOM, LLC FEIN # 26-0455381 NAIC CODE 236210</p> <p>TELLING INDUSTRIES LLC FEIN # 34-2001636 NAIC CODE 236210</p> <p>PEAK REALTY LLC FEIN # 26-1489057 NAIC CODE 236210</p> <p>SMALL BROTHERS CHARLOTTE, LLC FEIN # 27-0676911 NAIC CODE 236210</p> <p>TALAKO CONSTRUCTION, LLC FEIN # 27-2969052 NAIC CODE 236210</p> <p>CBT PAYROLL SERVICES, INC. FEIN # 34-1453116</p> <p>NO FIXED ADDRESS ID</p>				
	IRON OR STEEL - FABRICATION - IRONWORKS - SHOP - DECORATIVE OR ARTISTIC & FOUNDRIES, DRIVERS	3041V	IF ANY	10.15	\$ 0.00
	MASONRY NOC	5022V	IF ANY	10.55	\$ 0.00
	IRON OR STEEL - ERECTION - FRAME STRUCTURES NOT OVER TWO STORIES IN HEIGHT.	5059V	IF ANY	28.17	\$ 0.00
	CARPENTRY NOC	5403V	IF ANY	12.43	\$ 0.00

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

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Policy Number WC 4755094-02

ITEM 4. CLASSIFICATION OF OPERATIONS		PREMIUM BASIS		RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per \$100 of Remuneration	Estimated Annual Premium
	CARPENTRY-INSTALLATION OF CABINET WORK OR INTERIOR TRIM	5437V	IF ANY	6.84	\$ 0.00
	WALLBOARD, SHEETROCK, DRYWALL PLASTERBOARD, OR CEMENT BOARD INSTALLATION - WITHIN BUILDINGS & DRIVERS	5445V	IF ANY	8.76	\$ 0.00
	PAINTING NOC & SHOP OPERATIONS, DRIVERS	5474V	IF ANY	9.38	\$ 0.00
	CONTRACTOR - PROJECT MANAGER CONSTRUCTION EXECUTIVE, CONSTRUCTION MANAGER OR CONSTRUCTION SUPERINTENDENT	5606V	IF ANY	1.61	\$ 0.00
	LUMBERYARD NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE DRIVERS	8232V	IF ANY	5.84	\$ 0.00
	WAREHOUSING NOC	8292V	IF ANY	7.90	\$ 0.00
	SALESPERSONS OR COLLECTORS - OUTSIDE	8742V	IF ANY	.54	\$ 0.00
	CLERICAL OFFICE EMPLOYEES NOC	8810V	\$ 1,000	.28	\$ 3.00
	TOTAL CLASS PREMIUM				\$ 3.00
	INCREASE LIMITS 1.1%	9812			\$ 0.00
	TOTAL SUBJECT PREMIUM				\$ 3.00
	EXPERIENCE PREMIUM 1.08	9898			\$ 0.00
	TOTAL MODIFIED PREMIUM				\$ 3.00
	STANDARD TOTAL				\$ 3.00
	TERRORISM .02	9740			\$ 0.00
	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01	9741			\$ 0.00
	TOTAL ESTIMATED PREMIUM				\$ 3.00
	FINAL TOTAL				\$ 3.00

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

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Policy Number WC 4755094-02

ITEM 4. CLASSIFICATION OF OPERATIONS		PREMIUM BASIS		RATES	Estimated Annual Premium
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per \$100 of Remuneration	
	<p>CLEVELAND CONSTRUCTION, INC. (A NEVADA CORPORATION) FEIN # 30-0044564 NAIC CODE 236210</p> <p>CBT PAYROLL SERVICES, INC. FEIN # 30-0044564 NAIC CODE 236210</p> <p>CLEVELAND CONSTRUCTION, INC. (AN OHIO CORPORATION) FEIN # 34-1380189 NAIC CODE 236210</p> <p>SMALL BROTHERS LLC FEIN # 20-5861411 NAIC CODE 236210</p> <p>SMALL BROTHERS BALSOM, LLC FEIN # 26-0455381 NAIC CODE 236210</p> <p>TELLING INDUSTRIES LLC FEIN # 34-2001636 NAIC CODE 236210</p> <p>PEAK REALTY LLC FEIN # 26-1489057 NAIC CODE 236210</p> <p>SMALL BROTHERS CHARLOTTE, LLC FEIN # 27-0676911 NAIC CODE 236210</p> <p>TALAKO CONSTRUCTION, LLC FEIN # 27-2969052 NAIC CODE 236210</p> <p>NO FIXED ADDRESS WI</p>				
	IRON OR STEEL: FABRICATION: IRONWORKS-SHOP-DECORATIVE OR ARTISTIC-FOUNDRIES & DRIVERS.	3041V	IF ANY	6.96	\$ 0.00
	MASONRY NOC	5022V	IF ANY	13.69	\$ 0.00
	IRON OR STEEL: ERECTION-FRAME STRUCTURES NOT OVER TWO STORIES IN HEIGHT.	5059V	IF ANY	31.03	\$ 0.00
	CARPENTRY NOC	5403V	IF ANY	17.06	\$ 0.00

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

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ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 4755094-02

ITEM 4. CLASSIFICATION OF OPERATIONS		PREMIUM BASIS		RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per \$100 of Remuneration	Estimated Annual Premium
	CARPENTRY: INSTALLATION OF FINISHED WOODEN FLOORING.	5437V	\$ 33,028	13.14	\$ 4,340.00
	WALLBOARD, SHEETROCK, DRYWALL PLASTERBOARD, OR CEMENT BOARD INSTALLATION - WITHIN BUILDINGS & DRIVERS	5445V	IF ANY	9.72	\$ 0.00
	PAINTING OR PAPERHANGING NOC & SHOP OPERATIONS, DRIVERS.	5474V	IF ANY	12.43	\$ 0.00
	CONTRACTOR - PROJECT MANAGER CONSTRUCTION EXECUTIVE, CONSTRUCTION MANAGER OR CONSTRUCTION SUPERINTENDENT	5606V	\$ 89,333	2.62	\$ 2,341.00
	LUMBERYARD NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE DRIVERS	8232V	IF ANY	7.21	\$ 0.00
	WAREHOUSING NOC	8292V	IF ANY	7.54	\$ 0.00
	SALESPERSONS OR COLLECTORS - OUTSIDE	8742V	IF ANY	.75	\$ 0.00
	CLERICAL OFFICE EMPLOYEES NOC	8810V	IF ANY	.27	\$ 0.00
	TOTAL CLASS PREMIUM				\$ 6,681.00
	BLANKET WAIVER	0930			\$ 134.00
	INCREASE LIMITS 1.1%	9812			\$ 73.00
	EMPL MINIMUM DIFFERENCE	9848			\$ 47.00
	TOTAL SUBJECT PREMIUM				\$ 6,935.00
	EXPERIENCE PREMIUM 1.08	9898			\$ 555.00
	TOTAL MODIFIED PREMIUM				\$ 7,490.00
	STANDARD TOTAL				\$ 7,490.00
	EXPENSE CONSTANT	0900			\$ 220.00
	TERRORISM .02	9740			\$ 24.00
	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01	9741			\$ 12.00
	TOTAL ESTIMATED PREMIUM				\$ 7,746.00
	FINAL TOTAL				\$ 7,746.00
	POLICY TOTAL ESTIMATED COST				\$ 7,749.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 7-11)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed

against such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356a), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health

Act (30 USC Sections 801-945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 7-11)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. 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. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. 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. We must mail or deliver to you not less than ten 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 Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. 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.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule**1. Alternate Employer**

DEVELOPERS DIVERSIFIED REALTY

Address

P.O. BOX 228042
BEACHWOOD, OH 44122
CONTRACT DOTS, LEXINGTON, KY

2. State of Special or Temporary Employment

KY

3. Contract or Project

PROJECT VALUE \$125,337

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from

ALL WRAP-UP INSURANCE PROGRAMS UNDER WHICH THE INSURED IS COVERED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By _____

WC 00 03 02

(Ed. 4-84)

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VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

(Ed. 8-91)

Schedule

Employees

ALL OFFICERS AND EMPLOYEES NOT ID
SUBJECT TO THE WORKERS WI
COMPENSATION LAW.

State of Employment

Designated Workers
Compensation Law

STATE WHERE THE
INJURY TAKES PLACE.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By _____

WC 00 04 14

(Ed. 07-90)

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PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-31-13 Policy No. WC 4755094-02

Endorsement No.

Insured CLEVELAND CONSTRUCTION, INC.

Premium \$ INCL.

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

Countersigned By _____

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule			
State	Rate	Premium	
ID	.01	\$	0
WI	.01	\$	12

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

WC 00 04 22 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 9-08)

Schedule

State	Rate	Premium
ID	.02	\$ 0
WI	.02	\$ 24

WC 00 04 22 A
(Ed. 9-08)

WISCONSIN CONTRACTORS PREMIUM ADJUSTMENT PROGRAM

The premium for the policy may be adjusted by a Wisconsin Contractors Premium Adjustment Program policy credit factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the policy credit factor after it is calculated. The credit will apply retroactively to the effective date of this policy.

WISCONSIN LAW ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

This policy is amended to reflect the following changes and/or additions to clarify or comply with Wisconsin Law:

- I. If our agent has knowledge of a change in or a violation of a policy condition, this will be considered our knowledge and will not void the policy or defeat a recovery for a claim.
- II. "Workers Compensation Law" means Chapter 102, Wisconsin Statutes. It does not include and this policy does not apply to any obligation under Chapter 40, Wisconsin Statutes, or Section 66.191, Wisconsin Statutes, or any amendment to these laws.
- III. Any language involving "Actions Against Us" is replaced and amended to provide that no legal action may be brought against us until there has been full compliance with all the terms of this policy.
- IV. If any injury occurs that may be covered by this insurance, the policy is amended to provide that you must notify us of that injury as soon as reasonably possible.

WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

The Cancellation Section (D) of the Part Six - Conditions is deleted and replaced by the following:

A. 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. If you purchase replacement insurance, the cancellation becomes effective on the date the new coverage becomes effective. If no replacement coverage is purchased, the cancellation will be effective thirty (30) days after receipt of written notice by the Wisconsin Compensation Rating Bureau.
2. We may cancel this policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:
 - a. you fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;
 - b. a material misrepresentation;
 - c. a substantial breach of the obligations, conditions or warranties under the policy; or
 - d. a substantial change in the risk we assumed under the policy unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.
3. If we cancel for any permissible reason other than non-payment of premium, we must deliver or mail, first class, not less than* thirty (30) days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in a notice of cancellation.

B. Nonrenewal

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than* sixty (60) days advance written notice stating our intention not to renew this policy.
2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.
3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year whichever is less.
4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policy holder, at least sixty (60) days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after the notice is mailed or delivered, in which case, you, the policy holder, may elect to cancel the renewal policy at any time during the sixty (60) day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that; (a) is less than 25%; or, (b) results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

- * Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder which extends the cancellation or nonrenewal notification timeframe, will supercede the aforementioned notification requirements found in items A.3., and B.1., respectively.



Privacy Notice

We Take Important Steps to Protect the Personal Information We Collect About You

Dear Customer:

rev October 2011

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
Why are you receiving this Notice?	Financial institutions, which include the Company, choose how they share your personal nonpublic information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company.
What types of information do we collect?	<p>The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include:</p> <ul style="list-style-type: none">• Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information;• Information about your transactions with the Company and its affiliates;• Information about your claims history;• Data from insurance support organizations, government agencies, insurance information sharing bureaus;• Property information and similar data about you or your property; and• Information we receive from a consumer reporting agency, such as a credit report. <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
What do we do with the nonpublic personal information we collect?	WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS OR SERVICES, AS AUTHORIZED BY LAW, OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, AND WHETHER YOU CAN OPT OUT OF THIS SHARING (OR IF YOU ARE A RESIDENT OF VERMONT, WHETHER YOU HAVE THE RIGHT TO OPT IN TO ALLOWING THIS SHARING).

Reasons we may share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing? [For residents of Vermont: Do you have the right to opt in to allow this sharing?]
For our everyday business purposes – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus	Yes	No
For our marketing purposes or for joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – creditworthiness	No	No
For our affiliates to market to you	Yes	No
For non-affiliates to market to you	No	We don't share

Collecting and safeguarding information	
How often does the Company notify me about their practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision.
Why and how does the Company collect my nonpublic personal information?	<p>We collect nonpublic personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from:</p> <ul style="list-style-type: none"> • Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver's license number and income. • Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc. • Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance. <p>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.</p>
What nonpublic personal information does the Company disclose?	We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?"
How does the Company safeguard my nonpublic personal information?	Employees who have access to your nonpublic personal information are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, NORTH DAKOTA, OHIO OR VIRGINIA:

You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich — Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. If you request medical records, we may elect to supply that information to you through your designated medical professional. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You must make your request in writing and send your written request to: Privacy Office via mail (Zurich — Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

FOR HEALTH INSURANCE POLICIES ISSUED IN NEVADA:

If you wish to make a complaint or an inquiry concerning your health insurance policy, you may contact the Nevada Department of Business and Industry, Division of Insurance by calling (toll-free) (888) 872-3234. The hours of operation of the Division are Monday through Friday from 8 a.m. until 5 p.m., Pacific Standard Time.

Key words and phrases	TERMS YOU SHOULD KNOW
Definitions	
Everyday business purposes	<p>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</p> <ul style="list-style-type: none">• Processing transactions, mailing and auditing services• Administering insurance coverage, product, services or claims• Providing information to credit bureaus• Protecting against fraud• Responding to court/governmental orders or subpoenas and legal investigations• Responding to insurance regulatory authorities
Affiliates	<p>Financial or nonfinancial companies related by common ownership or control.</p> <ul style="list-style-type: none">• <i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i>
Non-affiliates	<p>Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the business services.</p> <ul style="list-style-type: none">• <i>Company does not share information with non-affiliates to market to you.</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none">• <i>Company does not jointly market.</i>

Changes to this Privacy Notice; contact us

We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes.

If you have any questions about your contract with us, you should contact your agent.

If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

This Privacy Notice is sent on behalf of the following affiliated companies:

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Assurance Company of America, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Northern Insurance Company of New York, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company"). This Privacy Notice applies to insurance products underwritten by or administered by the Company.



Modification of Time for Notice of Cancellation or Nonrenewal

This endorsement modifies the cancellation or nonrenewal provisions of the policy and any other endorsement to the policy stating the number of days notice to be provided by us in the event of cancellation or nonrenewal.

To the extent that the policy or other endorsement requires that we provide notice in the event of cancellation or nonrenewal, written notice will be given the insured no less than 90 days prior to the effective date of the cancellation or nonrenewal.

Nothing in this endorsement modifies the number of days notice to be provided in the event of nonpayment of premium.

Any of these provisions that conflict with a law that controls cancellation of the insurance in this policy is changed by this statement to comply with the law.

Workers Compensation and Employers Liability Insurance Policy



ZURICH AMERICAN INSURANCE COMPANY

A stock insurance company
A member company of Zurich North America

Administrative office:
Zurich Towers
1400 American Lane
Schaumburg, Illinois 60195-1056

Insured

CLEVELAND CONSTRUCTION, INC.
8620 TYLER BLVD
MENTOR OH 44060-4348

Producer

LOCKTON COMPANIES LLC
444 W 47TH ST STE 900
KANSAS CITY MO 64112-1906

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Secretary

ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured
CLEVELAND CONSTRUCTION, INC.

Policy Number
WC 4755094-02

NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT IS USED TO ADD THE FOLLOWING TO PART SIX OF THE POLICY.

PART SIX - CONDITIONS

F. NOTIFICATION TO OTHERS OF CANCELLATION

1. IF WE CANCEL THIS POLICY BY WRITTEN NOTICE TO YOU FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY YOU.

SUCH SCHEDULE:

A. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR
AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;

B. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT THIS POLICY HAS BEEN CANCELLED;

C. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND

D. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY YOU DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS B.

C. AND D. ABOVE.

2. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO YOU. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO YOU.

3. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.

4. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

A. EXTEND THE POLICY CANCELLATION DATE;

B. NEGATE THE CANCELLATION; OR

C. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

5. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS

ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured
CLEVELAND CONSTRUCTION, INC.

Policy Number
WC 4755094-02

NOTIFICATION TO OTHERS OF CANCELLATION

DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS
EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED.

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ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured
CLEVELAND CONSTRUCTION, INC.

Policy Number
WC 4755094-02

BROAD FORM NAMED INSURED

THE EMPLOYER NAMED IN ITEM 1 OF THE INFORMATION PAGE INCLUDES ANY CORPORATION, SUBSIDIARY, FIRM, ORGANIZATION, PARTNERSHIP OR ANY OTHER ENTITY AS EXISTED, AS NOW EXISTS, OR MAY HEREAFTER BE CONTROLLED, FORMED OR ACQUIRED WHERE THE EMPLOYER NAMED IN ITEM 1 OF THE INFORMATION PAGE HAS OWNERSHIP AND/OR MANAGEMENT CONTROL FOR PROVIDING INSURANCE.

THIS ENDORSEMENT DOES NOT APPLY TO BODILY INJURY BY ACCIDENT OR BODILY INJURY BY DISEASE:

A. IF AN INSURED UNDER THIS POLICY IS ALSO AN INSURED UNDER ANOTHER POLICY OR WOULD BE AN INSURED UNDER SUCH POLICY BUT FOR ITS TERMINATION OR UPON THE EXHAUSTION OF ITS LIMITS OF INSURANCE; OR

B. THAT RESULTS FROM AN ACCIDENT OR DISEASE THAT OCCURRED BEFORE YOU ACQUIRED OR FORMED THE ORGANIZATION.

ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured CLEVELAND CONSTRUCTION, INC.	Policy Number WC 4755094-02
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UNINTENTIONAL ERRORS OR OMISSIONS

ANY UNINTENTIONAL ERROR OR OMISSION IN THE DESCRIPTION OF, OR FAILURE TO COMPLETELY DESCRIBE, ANY HAZARDS, PREMISES OR OPERATIONS INTENDED TO BE COVERED BY THIS POLICY, SHALL NOT INVALIDATE THE COVERAGE AFFORDED BY THIS POLICY.

YOU MUST NOTIFY US AS SOON AS POSSIBLE AFTER THE DISCOVERY OF ANY HAZARDS OR ANY OTHER INFORMATION THAT WAS NOT PROVIDED TO US PRIOR TO THE ACCEPTANCE OF THE POLICY.

THIS PROVISION DOES NOT AFFECT OUR RIGHT TO CHARGE ADDITIONAL PREMIUM FOR ADDITIONAL EXPOSURE OR CANCEL OR NON-RENEW THE POLICY.

*W/C Guaranteed
Cost*

Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.