

# STARR SPECIALTY

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A MEMBER OF STARR COMPANIES

**STARR SPECIALTY INSURANCE CO.  
399 PARK AVENUE  
NEW YORK, NEW YORK 10022**

**WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY**

# STARR SPECIALTY INSURANCE COMPANY

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Dallas, TX 1-866-519-2522 **A MEMBER OF STARR COMPANIES**

## **DELAWARE POLICYHOLDER NOTICE**

### **WORKPLACE SAFETY PROGRAM NOTICE FOR THE STATE OF DELAWARE**

As a Starr workers' compensation policyholder we would like to inform you of the Workplace Safety Program implemented by the Delaware Department of Insurance (DDI). The program is available to Delaware employers and has the potential to reduce policyholder workers compensation premiums through participation in the Program. To participate, the policyholder must:

- Request that their workers compensation insurance carrier conduct an engineering and loss control inspection of their eligible Delaware premises and operations.

If you would like more information about the Workplace Safety program, please visit the following website:

<http://insurance.delaware.gov/services/workplacesafetydiscount/>

You may also contact the DDI Workplace Safety staff at:

**Workplace Safety**  
**841 Silver Lake Blvd**  
**Dover DE 19904**  
**Telephone: 302-674-7300**  
**Fax: 302-739-5280**  
**Email: [safety@state.de.us](mailto:safety@state.de.us)**

For Accident Prevention Services, you may contact Starr at 1-855-656-6365 and [LC.Staterequest@starrcompanies.com](mailto:LC.Staterequest@starrcompanies.com).

**STARR SPECIALTY INSURANCE CO.**  
399 PARK AVENUE  
NEW YORK, NEW YORK 10022

## Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period From To
100 0004138	04/01/2021 04/01/2022 12:01 A.M. Standard Time at the mailing address of the Insured as stated herein
Renewal Of	Transaction
100 0004138	Renewal Business

1. Named Insured and Mailing Address	Agent
FQSR, LLC. DBA KBP FOODS 10950 GRANDVIEW DR STE 300 OVERLAND PARK KS 66210	JOSEPH M AGNELLO 444 W 47TH STREET SUITE 900 KANSAS CITY MO 64112

UNEMPLOYMENT ID #	CARRIER # 77148	FEIN # 274280579	Risk ID # 913498747	Entity of Insured LIMITED LIABILITY CO
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Other Workplaces Not Shown Above: See attached Location Schedule

2. The Policy Period is from 04/01/2021 to 04/01/2022 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.  
The limits of our 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 North Dakota, Ohio, Washington, Wyoming, Puerto Rico and states designated in item 3. A. above. .

D. This policy includes these endorsements and schedules: See attached Endorsement Schedule

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

**Assessments and Taxes SEE EXTENSION OF INFORMATION PAGE**

**Minimum Premium \$ 1,000.00**

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

<b>Total Estimated Annual Premium</b>	\$	555,026
<b>Expense Constant</b>	\$	280
<b>Premium Discount</b>	\$	
<b>Deposit Premium</b>	\$	555,026

Countersigned this Day of ,

Issued Date: 04/06/2021

Issuing Office

*Steve Blakey*

AUTHORIZED REPRESENTATIVE

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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**EXTENSION OF INFORMATION PAGE**  
**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>ALABAMA</b>				
UNIT: 00220 ADDRESS: 1818 9TH AVE NORTH PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	5,364,668	1.570000 \$	84,225.00
	<b>MANUAL PREMIUM</b>		\$	<b>84,225.00</b>
UNIT: 00272 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.350000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>84,225.00</b>
UNIT: 00480 ADDRESS: 1818 9TH AVE NORTH PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	279,070	0.350000 \$	977.00
	<b>MANUAL PREMIUM</b>		\$	<b>85,202.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	85,202	0.014000 \$	1,193.00
0930	WAIVER OF SUBROGATION	85,202	1.020000 \$	1,704.00
9898	EXPERIENCE MODIFICATION	88,099	1.300000 \$	26,430.00
9663	DEDUCTIBLE INCLUDING ALAE	114,529	0.707000 \$	-80,972.00
9740	TERRORISM	5,643,738	0.007000 \$	395.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	5,643,738	0.013000 \$	734.00
0045	RETRO FOR CLASS PREMIUM ADJUSTMENT	0	1.000000 \$	-13,264.00
	<b>STATE TOTAL</b>		\$	<b>21,422.00</b>

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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>ARKANSAS</b>				
UNIT: 00241 ADDRESS: 1440 US HWY 278 WEST PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	4,477,957	0.520000 \$	23,285.00
	<b>MANUAL PREMIUM</b>		\$	<b>23,285.00</b>
UNIT: 00273 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.150000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>23,285.00</b>
UNIT: 00539 ADDRESS: NO FIXED LOCATION PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	171,818	0.150000 \$	258.00
	<b>MANUAL PREMIUM</b>		\$	<b>23,543.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	23,543	0.011000 \$	259.00
0930	WAIVER OF SUBROGATION	23,543	1.020000 \$	471.00
9898	EXPERIENCE MODIFICATION	24,273	1.300000 \$	7,282.00
9663	DEDUCTIBLE INCLUDING ALAE	31,555	0.707000 \$	-22,309.00
9740	TERRORISM	4,649,775	0.007000 \$	325.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	4,649,775	0.013000 \$	604.00
	<b>STATE TOTAL</b>		\$	<b>10,175.00</b>

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<b>COLORADO</b>				
UNIT: 00511 ADDRESS: 1507 S NEVADA AVE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	14,708,750	1.200000 \$	176,505.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00512 ADDRESS: 301 E ABRIENDO AVE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00513 ADDRESS: 405 E. PLATTE AVENUE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00514 ADDRESS: 4195 N ACADEMY PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00515 ADDRESS: 1380 N ACADEMY BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00516 ADDRESS: 3029 WEST COLORADO AVENUE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00517 ADDRESS: 1112 ROYAL GORGE BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>

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UNIT: 00518 ADDRESS: 1717 SOUTH PUEBLO BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00519 ADDRESS: 502 GARDEN OF THE GODS ROAD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00520 ADDRESS: 745 CHEYENNE MEADOWS ROAD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00521 ADDRESS: 5650 NORTH ACADEMY BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00522 ADDRESS: 325 EAST FILLMORE STREET PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00523 ADDRESS: 1750 N POWERS BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00524 ADDRESS: 99 S MCCULLOCH BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00525 ADDRESS: 500 E MIDLAND AVE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00

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	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00526 ADDRESS: 3333 NORTH ELIZABETH PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00527 ADDRESS: 1030 ACADEMY PARK LOOP PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00528 ADDRESS: 1200 SOUTHGATE PLACE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00529 ADDRESS: 3436 RESEARCH PARKWAY BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00530 ADDRESS: 703 N SANTE FE AVE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00531 ADDRESS: 6610 CAMDEN BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>
UNIT: 00532 ADDRESS: 6895 MESA RIDGE PARKWAY PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>176,505.00</b>



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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
UNIT: 00533 ADDRESS: 2935 HANCOCK EXPRESSWAY PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00534 ADDRESS: 6425 SOURCE CENTER POINT PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00535 ADDRESS: 390 N UNION BLVD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00536 ADDRESS: 27980 FRONTAGE RD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
UNIT: 00537 ADDRESS: 1208 INTERQUEST PKWY PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.200000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>176,505.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	176,505	0.011000 \$	1,942.00
0930	WAIVER OF SUBROGATION	176,505	1.020000 \$	3,530.00
9898	EXPERIENCE MODIFICATION	181,977	1.300000 \$	54,593.00
9663	DEDUCTIBLE INCLUDING ALAE	236,570	0.725000 \$	-171,513.00
9740	TERRORISM	14,708,750	0.006000 \$	243.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	14,708,750	0.013000 \$	526.00
0045	RETRO FOR CLASS PREMIUM ADJUSTMENT	0	1.000000 \$	-49,285.00
	<b>STATE TOTAL</b>		<b>\$</b>	<b>16,541.00</b>

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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>DELAWARE</b>				
UNIT: 00490 ADDRESS: NO FIXED LOCATION				
PERIOD: 04/01/2021 TO 04/01/2022				
951	SALESPERSON - OUTSIDE	* IF ANY *	0.550000 \$	0.00
975	RESTAURANT, N.O.C.	78,970	1.880000 \$	1,485.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>1,485.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	1,485	0.011000 \$	16.00
0930	WAIVER OF SUBROGATION	1,501	1.020000 \$	250.00
9663	DEDUCTIBLE INCLUDING ALAE	1,751	0.613000 \$	-1,073.00
9740	TERRORISM	78,970	0.013000 \$	4.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	78,970	0.013000 \$	4.00
	<b>STATE TOTAL</b>		<b>\$</b>	<b>686.00</b>

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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>GEORGIA</b>				
UNIT: 00002 ADDRESS: 2532 WESLEY CHAPEL RD PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	16,404,566	1.630000 \$	267,394.00
	<b>MANUAL PREMIUM</b>		\$	<b>267,394.00</b>
UNIT: 00008 ADDRESS: 4540 E PONCE DE LEON AVE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.260000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>267,394.00</b>
UNIT: 00481 ADDRESS: 676 HOLCOMB BRIDGE RD PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	728,127	0.260000 \$	1,893.00
	<b>MANUAL PREMIUM</b>		\$	<b>269,287.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	269,287	0.011000 \$	2,962.00
0930	WAIVER OF SUBROGATION	269,287	1.020000 \$	5,386.00
9898	EXPERIENCE MODIFICATION	277,635	1.300000 \$	83,291.00
9663	DEDUCTIBLE INCLUDING ALAE	360,926	0.655000 \$	-236,407.00
0045	RETRO FOR CLASS PREMIUM ADJUSTMENT	0	1.000000 \$	-61,605.00
GA IIP	GA INSURERS INSOLVENCY POOL	64,333	1.000000 \$	0.00
9740	TERRORISM	17,132,693	0.008000 \$	473.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	17,132,693	0.016000 \$	946.00
	<b>STATE TOTAL</b>		\$	<b>64,333.00</b>

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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>ILLINOIS</b>				
UNIT: 00003 ADDRESS: 895 WEST 4TH STREET PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	20,870,060	1.180000 \$	246,267.00
	<b>MANUAL PREMIUM</b>		\$	<b>246,267.00</b>
UNIT: 00275 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS - OUTSIDE	* IF ANY *	0.280000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>246,267.00</b>
UNIT: 00473 ADDRESS: 3838 BOADWAY PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	1,738,128	1.180000 \$	20,510.00
	<b>MANUAL PREMIUM</b>		\$	<b>266,777.00</b>
UNIT: 00482 ADDRESS: 16616 WEST 159TH STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS - OUTSIDE	300,793	0.280000 \$	842.00
	<b>MANUAL PREMIUM</b>		\$	<b>267,619.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	267,619	0.014000 \$	3,747.00
0930	WAIVER OF SUBROGATION	267,619	1.020000 \$	5,352.00
9898	EXPERIENCE MODIFICATION	276,718	1.300000 \$	83,015.00
9663	LARGE DEDUCTIBLE INCLUDING ALAE	359,733	0.644000 \$	-231,668.00
0900	EXPENSE CONSTANT		\$	280.00
IICS	ILLINOIS INDUSTRIAL COMMISSION SURCHARGE	132,015	1.010100 \$	1,333.00
9740	TERRORISM	22,908,981	0.030000 \$	2,447.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	22,908,981	0.015000 \$	1,223.00
	<b>STATE TOTAL</b>		\$	<b>133,348.00</b>

Policy Number:	100 0004138
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Agent:	JOSEPH M AGNELLO 0507140

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<b>INDIANA</b>				
UNIT: 00284 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	7,679,769	0.820000 \$	62,974.00
	<b>MANUAL PREMIUM</b>		\$	<b>62,974.00</b>
UNIT: 00286 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS - OUTSIDE	* IF ANY *	0.170000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>62,974.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	62,974	0.011000 \$	693.00
0930	WAIVER OF SUBROGATION	62,974	1.020000 \$	1,259.00
9898	EXPERIENCE MODIFICATION	64,926	1.300000 \$	19,478.00
9663	DEDUCTIBLE INCLUDING ALAE	84,404	0.716000 \$	-60,433.00
0935	SECOND INJURY FUND ASSESSMENT	25,430	1.008700 \$	221.00
9740	TERRORISM	7,679,769	0.006000 \$	461.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	7,679,769	0.013000 \$	998.00
	<b>STATE TOTAL</b>		\$	<b>25,651.00</b>

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>KANSAS</b>				
UNIT: 00001 ADDRESS: 10950 GRANDVIEW DR STE 300 PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.210000 \$	0.00
9083	RESTAURANT: FAST FOOD	4,819,805	0.890000 \$	42,896.00
	<b>MANUAL PREMIUM</b>		\$	<b>42,896.00</b>
UNIT: 00014 ADDRESS: 11560 WEST 63RD AVE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.210000 \$	0.00
8810	CLERICAL OFFICE EMPLOYEES NOC	* IF ANY *	0.090000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>42,896.00</b>
UNIT: 00152 ADDRESS: 8900 Indian Creek Parkway PERIOD: 04/01/2021 TO 04/01/2022				
8810	CLERICAL OFFICE EMPLOYEES NOC	* IF ANY *	0.090000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>42,896.00</b>
UNIT: 00276 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8810	CLERICAL OFFICE EMPLOYEES NOC	* IF ANY *	0.090000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>42,896.00</b>
UNIT: 00478 ADDRESS: 10950 GRANDVIEW DRIVE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	254,559	0.890000 \$	2,266.00
	<b>MANUAL PREMIUM</b>		\$	<b>45,162.00</b>
UNIT: 00489 ADDRESS: 10950 GRANDVIEW DRIVE, PERIOD: 04/01/2021 TO 04/01/2022				
8810	CLERICAL OFFICE EMPLOYEES NOC	144,200	0.090000 \$	130.00
	<b>MANUAL PREMIUM</b>		\$	<b>45,292.00</b>
UNIT: 00538 ADDRESS: 10950 GRANDVIEW DR, STE 300 PERIOD: 04/01/2021 TO 04/01/2022				
8810	CLERICAL OFFICE EMPLOYEES NOC	13,766,849	0.090000 \$	12,390.00
	<b>MANUAL PREMIUM</b>		\$	<b>57,682.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	57,682	0.011000 \$	635.00

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**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
0930	WAIVER OF SUBROGATION	57,682	1.020000 \$	1,154.00
9898	EXPERIENCE MODIFICATION	59,471	1.300000 \$	17,841.00
9663	DEDUCTIBLE INCLUDING ALAE	77,312	0.728000 \$	-56,283.00
9740	TERRORISM	18,985,413	0.007000 \$	1,329.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	18,985,413	0.013000 \$	2,468.00
<b>STATE TOTAL</b>			<b>\$</b>	<b>24,826.00</b>

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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>KENTUCKY</b>				
UNIT: 00407 ADDRESS: 7711 ALEXANDRIA PIKE PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	2,531,179	0.800000 \$	20,249.00
	<b>MANUAL PREMIUM</b>		\$	<b>20,249.00</b>
UNIT: 00424 ADDRESS: 3165 U.S. HIGHWAY 227 PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.260000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>20,249.00</b>
UNIT: 00483 ADDRESS: 7711 ALEXANDRIA PIKE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	360,760	0.260000 \$	938.00
	<b>MANUAL PREMIUM</b>		\$	<b>21,187.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	21,187	0.011000 \$	233.00
9898	EXPERIENCE MODIFICATION	21,420	1.300000 \$	6,426.00
9663	DEDUCTIBLE INCLUDING ALAE	27,846	0.679000 \$	-18,907.00
KY SRG	KENTUCKY WORKERS COMPENSATION SURCHARGE	28,059	1.070200 \$	1,970.00
9740	TERRORISM	2,891,939	0.008000 \$	74.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	2,891,939	0.015000 \$	139.00
	<b>STATE TOTAL</b>		\$	<b>11,122.00</b>



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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>LOUISIANA</b>				
UNIT: 00244 ADDRESS: 3910 NORTH BLVD. PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	5,249,485	1.740000 \$	91,341.00
	<b>MANUAL PREMIUM</b>		\$	<b>91,341.00</b>
UNIT: 00278 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.500000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>91,341.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	91,341	0.014000 \$	1,279.00
9898	EXPERIENCE MODIFICATION	92,620	1.300000 \$	27,786.00
9663	DEDUCTIBLE INCLUDING ALAE	120,406	0.608000 \$	-73,207.00
0930	WAIVER OF SUBROGATION	47,199	1.020000 \$	944.00
9740	TERRORISM	5,249,485	0.008000 \$	165.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	5,249,485	0.016000 \$	329.00
0045	RETRO FOR CLASS PREMIUM ADJUSTMENT	0	1.000000 \$	-24,639.00
	<b>STATE TOTAL</b>		\$	<b>23,998.00</b>

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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>MAINE</b>				
UNIT: 00494 ADDRESS: 245 HIGH STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	6,714,378	1.470000 \$	98,701.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00495 ADDRESS: 603 BROADWAY AVENUE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00496 ADDRESS: 444 KENNEDY MEMORIAL DRIVE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00497 ADDRESS: 400 GALLERY BLVD PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00498 ADDRESS: 470 WILSON STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00499 ADDRESS: 57 MAIN STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>

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UNIT: 00500 ADDRESS: 140 MAIN STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00501 ADDRESS: 1201 LISBON STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00502 ADDRESS: COOKS CORNER PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00503 ADDRESS: 63 CENTER STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00504 ADDRESS: 755 ROOSEVELT TRAIL PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00505 ADDRESS: 43 LONGVIEW DRIVE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00506 ADDRESS: 1096 COMMERCIAL STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00

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9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00507 ADDRESS: 479 WILTON ROAD PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00508 ADDRESS: 233 MADISON STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
UNIT: 00509 ADDRESS: 11 DARIN DRIVE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.400000 \$	0.00
9083	RESTAURANT: FAST FOOD	* IF ANY *	1.470000 \$	0.00
	<b>MANUAL PREMIUM</b>		<b>\$</b>	<b>98,701.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	98,701	0.011000 \$	1,086.00
0930	WAIVER OF SUBROGATION	98,701	1.020000 \$	1,974.00
9898	EXPERIENCE MODIFICATION	101,761	1.300000 \$	30,528.00
9663	DEDUCTIBLE INCLUDING ALAE	132,289	0.694000 \$	-91,809.00
ME SUP	ME SUPPLEMENTAL BENEFITS CHARGE	40,480	1.000000 \$	0.00
ME WC	MAINE W/C ADMINISTRATIVE ASSESSMENT FUND SURCHARGE	40,480	1.026300 \$	1,065.00
9740	TERRORISM	6,714,378	0.007000 \$	470.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	6,714,378	0.013000 \$	873.00
	<b>STATE TOTAL</b>		<b>\$</b>	<b>42,888.00</b>

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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>MARYLAND</b>				
UNIT: 00044 ADDRESS: 1978 WEST STREET PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	6,030,586	0.960000 \$	57,894.00
	<b>MANUAL PREMIUM</b>		\$	<b>57,894.00</b>
UNIT: 00279 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.250000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>57,894.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	57,894	0.011000 \$	637.00
0930	WAIVER OF SUBROGATION	57,894	1.020000 \$	1,158.00
9898	EXPERIENCE MODIFICATION	59,689	1.300000 \$	17,907.00
9663	DEDUCTIBLE INCLUDING ALAE	77,596	0.635000 \$	-49,273.00
9740	TERRORISM	6,030,586	0.067000 \$	1,475.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	6,030,586	0.017000 \$	374.00
	<b>STATE TOTAL</b>		\$	<b>30,172.00</b>

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Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>MICHIGAN</b>				
UNIT: 00015 ADDRESS: 9848 LIVERNOIS AVE PERIOD: 04/01/2021 TO 04/01/2022				
9058	RESTAURANT-NOC	18,299,101	0.690000 \$	126,264.00
	<b>MANUAL PREMIUM</b>		\$	<b>126,264.00</b>
UNIT: 00280 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8742	MESSENGERS COLLECTORS OR SALESPERSONS OUTSIDE	* IF ANY *	0.130000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>126,264.00</b>
UNIT: 00484 ADDRESS: 383 S BROADWAY SR PERIOD: 04/01/2021 TO 04/01/2022				
8742	MESSENGERS COLLECTORS OR SALESPERSONS OUTSIDE	600,817	0.130000 \$	781.00
	<b>MANUAL PREMIUM</b>		\$	<b>127,045.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	127,045	0.011000 \$	1,397.00
0930	WAIVER OF SUBROGATION	128,442	1.020000 \$	2,569.00
9898	EXPERIENCE MODIFICATION	131,011	0.740000 \$	-34,063.00
9663	02DEDUCTIBLE INCLUDING ALAE	96,948	0.710000 \$	-68,833.00
9740	TERRORISM	18,899,918	0.013000 \$	2,457.00
	<b>STATE TOTAL</b>		\$	<b>30,572.00</b>

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<b>MISSOURI</b>				
UNIT: 00004 ADDRESS: 420 WEST 85TH PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	9,670,792	1.250000 \$	120,885.00
	<b>MANUAL PREMIUM</b>		\$	<b>120,885.00</b>
UNIT: 00010 ADDRESS: 6607 PROSPECT AVE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.320000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>120,885.00</b>
UNIT: 00476 ADDRESS: 4413 MCMASTERS PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	727,486	1.250000 \$	9,094.00
	<b>MANUAL PREMIUM</b>		\$	<b>129,979.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	129,979	0.011000 \$	1,430.00
MOADS	MO-ADMIN DEDUCTIBLE SURCHARGE	121,948	1.010000 \$	1,219.00
0930	WAIVER OF SUBROGATION	129,979	1.020000 \$	2,600.00
9898	EXPERIENCE MODIFICATION	134,009	1.300000 \$	40,203.00
9663	DEDUCTIBLE INCLUDING ALAE	174,212	0.700000 \$	-121,948.00
MO SRG	MISSOURI WORKERS COMPENSATION PREMIUM SURCHARGE	174,399	1.030000 \$	5,232.00
MO SSS	MO SIF SUPPLEMENTAL SCHG	174,399	1.020000 \$	3,488.00
9740	TERRORISM	10,398,278	0.006000 \$	187.00
	<b>STATE TOTAL</b>		\$	<b>62,390.00</b>

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<b>NEBRASKA</b>				
UNIT: 00005 ADDRESS: 8770 MAPLE ST PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	2,716,090	1.130000 \$	30,692.00
	<b>MANUAL PREMIUM</b>		\$	<b>30,692.00</b>
UNIT: 00011 ADDRESS: 140 HANES SQUARE CIRCLE PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.340000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>30,692.00</b>
UNIT: 00488 ADDRESS: 4358 DODGE STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	153,214	0.340000 \$	521.00
	<b>MANUAL PREMIUM</b>		\$	<b>31,213.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	31,213	0.011000 \$	343.00
0930	WAIVER OF SUBROGATION	31,213	1.020000 \$	624.00
9898	EXPERIENCE MODIFICATION	32,180	1.300000 \$	9,654.00
9663	DEDUCTIBLE INCLUDING ALAE	41,834	0.746000 \$	-31,208.00
9740	TERRORISM	2,869,304	0.006000 \$	172.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	2,869,304	0.013000 \$	373.00
	<b>STATE TOTAL</b>		\$	<b>11,171.00</b>



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<b>NEW HAMPSHIRE</b>				
UNIT: 00510 ADDRESS: 65 COLUMBUS STREET PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.270000 \$	0.00
9083	RESTAURANT: FAST FOOD	416,502	1.400000 \$	5,831.00
	<b>MANUAL PREMIUM</b>		\$	<b>5,831.00</b>
UNIT: 00540 ADDRESS: NO FIXED LOCATION PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	222,269	0.270000 \$	600.00
	<b>MANUAL PREMIUM</b>		\$	<b>6,431.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	6,431	0.011000 \$	71.00
9898	EXPERIENCE MODIFICATION	6,502	1.300000 \$	1,951.00
9663	DEDUCTIBLE INCLUDING ALAE	8,453	0.703000 \$	-5,942.00
9740	TERRORISM	638,771	0.007000 \$	45.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	638,771	0.013000 \$	83.00
	<b>STATE TOTAL</b>		\$	<b>2,639.00</b>

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

0507140

**EXTENSION OF INFORMATION PAGE**  
CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>OHIO</b>				

UNIT: 00485 ADDRESS: 1917 MARION MT GILEAD RD  
PERIOD: 04/01/2021 TO 04/01/2022

9139	STOP GAP EMPLOYERS LIABILITY	0	FLAT	\$	5,440.00
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	5,440	0.028000	\$	152.00
9663	DEDUCTIBLE INCLUDING ALAE	5,592	0.682000	\$	-3,814.00
<b>STATE TOTAL</b>				<b>\$</b>	<b>1,778.00</b>

Policy Number:	100 0004138		
Named Insured:	FQSR, LLC. DBA KBP FOODS		
Agent:	JOSEPH M AGNELLO	0507140	

**EXTENSION OF INFORMATION PAGE**  
**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>OKLAHOMA</b>				
UNIT: 00267 ADDRESS: 1228 S. 4TH ST. PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	1,294,670	1.440000 \$	18,643.00
	<b>MANUAL PREMIUM</b>		\$	<b>18,643.00</b>
UNIT: 00282 ADDRESS: NO FIXED ADDRESS PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS - OUTSIDE	* IF ANY *	0.330000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>18,643.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	18,643	0.014000 \$	261.00
0930	WAIVER OF SUBROGATION	18,643	1.020000 \$	373.00
9898	EXPERIENCE MODIFICATION	19,277	1.300000 \$	5,783.00
9663	DEDUCTIBLE INCLUDING ALAE	25,060	0.696000 \$	-17,442.00
9740	TERRORISM	1,294,670	0.007000 \$	91.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	1,294,670	0.013000 \$	168.00
	<b>STATE TOTAL</b>		\$	<b>7,877.00</b>

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

0507140

**EXTENSION OF INFORMATION PAGE**  
**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>PENNSYLVANIA</b>				
UNIT: 00413 ADDRESS: 346 MORGANTOWN ST. PERIOD: 04/01/2021 TO 04/01/2022				
975	RESTAURANT, N.O.C.	1,172,020	1.280000 \$	15,002.00
	<b>MANUAL PREMIUM</b>		\$	<b>15,002.00</b>
UNIT: 00414 ADDRESS: 1306 N MEMORIAL BLVD. PERIOD: 04/01/2021 TO 04/01/2022				
951	SALESPERSON OUTSIDE	* IF ANY *	0.250000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>15,002.00</b>
UNIT: 00486 ADDRESS: 346 MORGANTOWN ST PERIOD: 04/01/2021 TO 04/01/2022				
951	SALESPERSON OUTSIDE	360,490	0.250000 \$	901.00
	<b>MANUAL PREMIUM</b>		\$	<b>15,903.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	15,903	0.014000 \$	223.00
0930	WAIVER OF SUBROGATION	15,903	1.020000 \$	318.00
9663	DEDUCTIBLE INCLUDING ALAE	16,444	0.689000 \$	-11,330.00
0938	PENNSYLVANIA EMPLOYER ASSESSMENT	16,653	1.020200 \$	336.00
9740	TERRORISM	1,532,510	0.029000 \$	138.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	1,532,510	0.015000 \$	71.00
	<b>STATE TOTAL</b>		\$	<b>5,659.00</b>

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

0507140

**EXTENSION OF INFORMATION PAGE**  
**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>SOUTH CAROLINA</b>				
UNIT: 00491 ADDRESS: NO FIXED LOCATION PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	151,133	1.300000 \$	1,965.00
	<b>MANUAL PREMIUM</b>		\$	<b>1,965.00</b>
UNIT: 00492 ADDRESS: NO FIXED LOCATION PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.360000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>1,965.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	1,965	0.011000 \$	22.00
0930	WAIVER OF SUBROGATION	1,965	1.020000 \$	250.00
9898	EXPERIENCE MODIFICATION	2,237	1.300000 \$	671.00
9663	DEDUCTIBLE INCLUDING ALAE	2,908	0.726000 \$	-2,111.00
9740	TERRORISM	151,133	0.006000 \$	9.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	151,133	0.013000 \$	20.00
	<b>STATE TOTAL</b>		\$	<b>826.00</b>

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

0507140

**EXTENSION OF INFORMATION PAGE**  
**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>VIRGINIA</b>				
UNIT: 00006 ADDRESS: 806-A ENGLAND ST. PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT - FAST FOOD	12,393,364	1.140000 \$	141,284.00
	<b>MANUAL PREMIUM</b>		\$	<b>141,284.00</b>
UNIT: 00012 ADDRESS: 2212 S MILITARY HWY PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	* IF ANY *	0.190000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>141,284.00</b>
UNIT: 00487 ADDRESS: 4253 HOLLAND RD PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS-OUTSIDE	451,268	0.190000 \$	857.00
	<b>MANUAL PREMIUM</b>		\$	<b>142,141.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	142,141	0.011000 \$	1,564.00
0930	WAIVER OF SUBROGATION	142,141	1.020000 \$	2,843.00
9898	EXPERIENCE MODIFICATION	146,548	1.300000 \$	43,964.00
9663	DEDUCTIBLE INCLUDING ALAE	190,512	0.653000 \$	-124,404.00
9740	TERRORISM	12,844,632	0.039000 \$	5,009.00
0045	RETRO FOR CLASS PREMIUM ADJUSTMENT	0	1.000000 \$	-49,285.00
	<b>STATE TOTAL</b>		\$	<b>21,832.00</b>

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

0507140

**EXTENSION OF INFORMATION PAGE**  
**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per 100 of Remuneration	Estimated Annual Premium
<b>WEST VIRGINIA</b>				
UNIT: 00397 ADDRESS: 1020 SPEEDWAY ST. PERIOD: 04/01/2021 TO 04/01/2022				
9083	RESTAURANT: FAST FOOD	2,624,741	0.460000 \$	12,074.00
	<b>MANUAL PREMIUM</b>		\$	<b>12,074.00</b>
UNIT: 00415 ADDRESS: 104 N PIKE ST. PERIOD: 04/01/2021 TO 04/01/2022				
8742	SALESPERSONS OR COLLECTORS - OUTSIDE	* IF ANY *	0.180000 \$	0.00
	<b>MANUAL PREMIUM</b>		\$	<b>12,074.00</b>
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	12,074	0.014000 \$	169.00
0930	WAIVER OF SUBROGATION	12,074	1.020000 \$	250.00
9898	EXPERIENCE MODIFICATION	12,493	1.300000 \$	3,748.00
9663	DEDUCTIBLE INCLUDING ALAE	16,241	0.743000 \$	-12,067.00
9740	TERRORISM	2,624,741	0.006000 \$	40.00
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	2,624,741	0.012000 \$	81.00
WV RS	WV REGULATORY SURCHARGE	16,493	1.050000 \$	825.00
	<b>STATE TOTAL</b>		\$	<b>5,120.00</b>
	<b>POLICY TOTAL</b>		\$	<b>555,026.00</b>

Policy Number: 100 0004138		
Named Insured: FQSR, LLC. DBA KBP FOODS		
Agent:	JOSEPH M AGNELLO	0507140

## NAMED INSURED SCHEDULE

Loc  
Nbr

00001  
**DBA**  
KBP FOODS  
10950 GRANDVIEW DR STE 300  
OVERLAND PARK KS 66210  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00007  
**NAMED INSURED**  
KBP INVESTMENTS, LLC  
16616 WEST 159TH STREET  
LOCKPORT IL 60441  
**FEIN:** 274381614  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00060  
**NAMED INSURED**  
KBP INVESTMENTS, LLC  
1043 E. SIBLEY BOULEVARD  
DOLTON IL 60419  
**FEIN:** 274381614  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00062  
**NAMED INSURED**  
KBP INVESTMENTS, LLC  
836 S. MAIN STREET  
KERNERVILLE MO 27284  
**FEIN:** 274381614  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00064  
**NAMED INSURED**  
KBP INVESTMENTS, LLC  
3148 WESTERN BRANCH BLVD  
CHESAPEAKE VA 23321  
**FEIN:** 274381614  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Loc  
Nbr

00001  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
10950 GRANDVIEW DR STE 300  
OVERLAND PARK KS 66210  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00059  
**NAMED INSURED**  
KBP INVESTMENTS, LLC  
255 CHEROKEE PLACE  
CARTERSVILLE GA 30121  
**FEIN:** 274381614  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00061  
**NAMED INSURED**  
KBP INVESTMENTS, LLC  
2024 S 4TH ST  
LEAVENWORTH KS 66048  
**FEIN:** 274381614  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00063  
**NAMED INSURED**  
KBP INVESTMENTS, LLC  
2444 SOUTH 132ND  
OMAHA NE 68144  
**FEIN:** 274381614  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00271  
**NAMED INSURED**  
KBP CARES INC.  
10950 GRANDVIEW DR.  
OVERLAND PARK KS 66210  
**FEIN:** 471155545  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022



Policy Number: 100 0004138	
Named Insured: FQSR, LLC. DBA KBP FOODS	
Agent: JOSEPH M AGNELLO	0507140

## NAMED INSURED SCHEDULE

Loc  
Nbr

00473  
**NAMED INSURED**  
KBP BELLS, LLC  
3838 BROADWAY  
QUINCY IL 62301  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00481  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
676 HOLCOMB BRIDGE RD  
ROSWELL GA 30076  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00483  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
7711 ALEXANDRIA PIKE  
ALEXANDRIA KY 41001  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00485  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
1917 MARION MT GILEAD RD  
MARION OH 43613  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00487  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
4253 HOLLAND RD  
VIRGINIA BEACH VA 23452  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Loc  
Nbr

00476  
**NAMED INSURED**  
KBP BELLS, LLC  
4413 MCMASTERS  
HANNIBAL MO 63401  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00482  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
16616 WEST 159TH STREET  
LOCKPORT IL 60441  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00484  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
383 S BROADWAY SR  
LAKE ORION MI 48362  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00486  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
346 MORGANTOWN ST  
UNIONTOWN PA 26505  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00488  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
4358 DODGE STREET  
OMAHA NE 68131  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## NAMED INSURED SCHEDULE

Loc  
Nbr

00494  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
245 HIGH STREET  
ELLSWORTH ME 04605  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00496  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
444 KENNEDY MEMORIAL DRIVE  
WATERVILLE ME 04901  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00498  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
470 WILSON STREET  
BREWER ME 00412  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00500  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
140 MAIN STREET  
WESTBROOK ME 04092  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00502  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
COOKS CORNER  
BRUNSWICK ME 04011  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Loc  
Nbr

00495  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
603 BROADWAY AVENUE  
BANGOR ME 14401  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00497  
**NAMED INSURED**  
FQSR, LLC DBA DBP FOODS  
400 GALLERY BLVD  
SCARBOROUGH ME 04074  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00499  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
57 MAIN STREET  
PARIS ME 04281  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00501  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
1201 LISBON STREET  
LEWISTON ME 04240  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00503  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
63 CENTER STREET  
AUBURN ME 04210  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Policy Number: 100 0004138	
Named Insured: FQSR, LLC. DBA KBP FOODS	
Agent: JOSEPH M AGNELLO	0507140

## NAMED INSURED SCHEDULE

Loc  
Nbr

00504  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
755 ROOSEVELT TRAIL  
WINDHAM ME 04062  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00506  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
1096 COMMERCIAL STREET  
ROCKPORT ME 04856  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00508  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
233 MADISON STREET  
SKOWHEGAN ME 04976  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00510  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
65 COLUMBUS STREET  
ROCHESTER NH 03867  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00512  
**NAMED INSURED**  
KBP BELLS,LLC  
301 E ABRIENDO AVE  
PUEBLO CO 81004  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Loc  
Nbr

00505  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
43 LONGVIEW DRIVE  
BANGOR ME 04401  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00507  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
479 WILTON ROAD  
FARMINGTON ME 04938  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00509  
**NAMED INSURED**  
FQSR, LLC DBA KBP FOODS  
11 DARIN DRIVE  
AUGUSTA ME 04338  
**FEIN:** 274280579  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00511  
**NAMED INSURED**  
KBP BELLS,LLC  
1507 S NEVADA AVE  
COLORADO SPRINGS CO 80905  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00513  
**NAMED INSURED**  
KBP BELLS,LLC  
405 E. PLATTE AVENUE  
COLORADO SPRINGS CO 80903  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Policy Number: 100 0004138	
Named Insured: FQSR, LLC. DBA KBP FOODS	
Agent: JOSEPH M AGNELLO	0507140

## NAMED INSURED SCHEDULE

Loc  
Nbr

00514  
**NAMED INSURED**  
KBP BELLS,LLC  
4195 N ACADEMY  
COLORADO SPRINGS CO 80918  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00516  
**NAMED INSURED**  
KBP BELLS,LLC  
3029 WEST COLORADO AVENUE  
COLORADO SPRINGS CO 80904  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00518  
**NAMED INSURED**  
KBP BELLS,LLC  
1717 SOUTH PUEBLO BLVD  
PUEBLO CO 81005  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00520  
**NAMED INSURED**  
KBP BELLS,LLC  
745 CHEYENNE MEADOWS ROAD  
COLORADO SPRINGS CO 80906  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00522  
**NAMED INSURED**  
KBP BELLS,LLC  
325 EAST FILLMORE STREET  
COLORADO SPRINGS CO 80907  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Loc  
Nbr

00515  
**NAMED INSURED**  
KBP BELLS,LLC  
1380 N ACADEMY BLVD  
COLORADO SPRINGS CO 80909  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00517  
**NAMED INSURED**  
KBP BELLS,LLC  
1112 ROYAL GORGE BLVD  
CANON CITY CO 81212  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00519  
**NAMED INSURED**  
KBP BELLS,LLC  
502 GARDEN OF THE GODS ROAD  
COLORADO SPRINGS CO 80907  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00521  
**NAMED INSURED**  
KBP BELLS,LLC  
5650 NORTH ACADEMY BLVD  
COLORADO SPRINGS CO 80918  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00523  
**NAMED INSURED**  
KBP BELLS,LLC  
1750 N POWERS BLVD  
COLORADO SPRINGS CO 80915  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## NAMED INSURED SCHEDULE

Loc  
Nbr

00524  
**NAMED INSURED**  
KBP BELLS,LLC  
99 S MCCULLOCH BLVD  
PUEBLO WEST CO 81007  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00526  
**NAMED INSURED**  
KBP BELLS,LLC  
3333 NORTH ELIZABETH  
PUEBLO CO 81008  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00528  
**NAMED INSURED**  
KBP BELLS,LLC  
1200 SOUTHGATE PLACE  
PUEBLO CO 81004  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00530  
**NAMED INSURED**  
KBP BELLS,LLC  
703 N SANTE FE AVE  
PUEBLO CO 81003  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00532  
**NAMED INSURED**  
KBP BELLS,LLC  
6895 MESA RIDGE PARKWAY  
FOUNTAIN CO 80817  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Loc  
Nbr

00525  
**NAMED INSURED**  
KBP BELLS,LLC  
500 E MIDLAND AVE  
WOODLAND PARK CO 80863  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00527  
**NAMED INSURED**  
KBP BELLS,LLC  
1030 ACADEMY PARK LOOP  
COLORADO SPRINGS CO 80910  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00529  
**NAMED INSURED**  
KBP BELLS,LLC  
3436 RESEARCH PARKWAY BLVD  
COLORADO SPRINGS CO 80920  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00531  
**NAMED INSURED**  
KBP BELLS,LLC  
6610 CAMDEN BLVD  
FOUNTAIN CO 80817  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00533  
**NAMED INSURED**  
KBP BELLS,LLC  
2935 HANCOCK EXPRESSWAY  
COLORADO SPRINGS CO 80916  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Policy Number: 100 0004138		
Named Insured: FQSR, LLC. DBA KBP FOODS		
Agent:	JOSEPH M AGNELLO	0507140

## NAMED INSURED SCHEDULE

Loc  
Nbr  
  
00534  
**NAMED INSURED**  
KBP BELLS,LLC  
6425 SOURCE CENTER POINT  
COLORADO SPRINGS CO 80923  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00536  
**NAMED INSURED**  
KBP BELLS,LLC  
27980 FRONTAGE RD  
LA JUNTA CO 81050  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00538  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP,INC  
10950 GRANDVIEW DR, STE 300  
OVERLAND PARK KS 66210  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00540  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP,INC.  
NO FIXED LOCATION  
ROCHESTER NH 03867  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Loc  
Nbr  
  
00535  
**NAMED INSURED**  
KBP BELLS,LLC  
390 N UNION BLVD  
COLORADO SPRINGS CO 80909  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00537  
**NAMED INSURED**  
KBP BELLS,LLC  
1208 INTERQUEST PKWY  
COLORADO SPRINGS CO 80921  
**FEIN:** 842608453  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

00539  
**NAMED INSURED**  
RESTAURANT SERVICES GROUP, INC.  
NO FIXED LOCATION  
CAMDEN AR 71701  
**FEIN:** 843879447  
**UNEMPLOYMENT ID#**  
**EFFECTIVE:** 04/01/2021  
**EXPIRATION:** 04/01/2022

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr Name & Address

00220  
 FQSR, LLC DBA KBP FOODS  
 1818 9TH AVE NORTH  
 BESSEMER AL 35020

00222  
 FQSR, LLC DBA KBP FOODS  
 7909 CRESTWOOD BLVD  
 BIRMINGHAM AL 35210

00224  
 FQSR, LLC DBA KBP FOODS  
 1800 20TH ST ENSLEY  
 BIRMINGHAM AL 35218

00226  
 FQSR, LLC DBA KBP FOODS  
 1653 CENTER POINT RD  
 CENTERPOINT AL 35215

00228  
 FQSR, LLC DBA KBP FOODS  
 7159 AARON ARONOV DR  
 FAIRFIELD AL 35214

00230  
 FQSR, LLC DBA KBP FOODS  
 531 FIELDSTOWN RD  
 GARDENDALE AL 35071

00232  
 FQSR, LLC DBA KBP FOODS  
 3065 ALLISON-BONNETT MEM  
 HUEYTOWN AL 35023

Loc  
 Nbr Name & Address

00221  
 FQSR, LLC DBA KBP FOODS  
 1928 BESSEMER RD  
 BIRMINGHAM AL 35208

00223  
 FQSR, LLC DBA KBP FOODS  
 1217 CARRAWAY BLVD  
 BIRMINGHAM AL 35234

00225  
 FQSR, LLC DBA KBP FOODS  
 1674 GADSDEN PKWY  
 BIRMINGHAM AL 35173

00227  
 FQSR, LLC DBA KBP FOODS  
 2208 BELTLINE RD SW  
 DECATUR AL 35601

00229  
 FQSR, LLC DBA KBP FOODS  
 1229 FORESTDALE BLVD  
 FORESTDALE AL 35214

00231  
 FQSR, LLC DBA KBP FOODS  
 828 GREEN SPRINGS HWY  
 HOMEWOOD AL 35204

00233  
 FQSR, LLC DBA KBP FOODS  
 2404 MEMORIAL PKWY SOUTH  
 HUNTSVILLE AL 35816

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr Name & Address**

00234  
 FQSR, LLC DBA KBP FOODS  
 1003 JORDAN LANE  
 HUNTSVILLE AL 35816

00236  
 FQSR, LLC DBA KBP FOODS  
 8966 MADISON BLVD.  
 MADISON AL 35758

00238  
 FQSR, LLC DBA KBP FOODS  
 12276 US-231  
 MERIDIANVILLE AL 35759

00240  
 FQSR, LLC DBA KBP FOODS  
 23115 JOHN T REID PKWY  
 SCOTTSBORO AL 35768

00404  
 FQSR, LLC DBA KBP FOODS  
 2210 TEMPLE AVENUE N.  
 FAYETTE AL 35555

00406  
 FQSR, LLC DBA KBP FOODS  
 246 BEXAE AVENUE  
 HAMILTON AL 35570

00241  
 FQSR, LLC DBA KBP FOODS  
 1440 US HWY 278 WEST  
 CAMDEN AR 71701

**Loc  
Nbr Name & Address**

00235  
 FQSR, LLC DBA KBP FOODS  
 1690 HWY 72 EAST  
 HUNTSVILLE AL 35811

00237  
 FQSR, LLC DBA KBP FOODS  
 7874 HWY 72 WEST  
 MADISON AL 35758

00239  
 FQSR, LLC DBA KBP FOODS  
 630 CAHABA VALLEY RD  
 PELHAM AL 35124

00272  
 KBP INVESTMENTS, LLC  
 NO FIXED ADDRESS  
 NO FIXED ADDRESS AL 99999

00405  
 FQSR, LLC DBA KBP FOODS  
 2105 10TH AVENUE  
 HALEYVILLE AL 35565

00480  
 RESTAURANT SERVICES GROUP, INC.  
 1818 9TH AVE NORTH  
 BESSEMER AL 35020

00242  
 FQSR, LLC DBA KBP FOODS  
 1401 E. MAIN  
 MANOLIA AR 71753



Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00243  
 FQSR, LLC DBA KBP FOODS  
 4010 STATE LINE AVE. N.  
 TEXARKANA AR 71854

00287  
 FQSR, LLC DBA KBP FOODS  
 469 HWY 71 NORTH  
 ALMA AR 72921

00289  
 FQSR, LLC DBA KBP FOODS  
 4207 GRAND AVE.  
 FORT SMITH AR 72901

00291  
 FQSR, LLC DBA KBP FOODS  
 401 NORTH BLAKE ST  
 PINE BLUFF AR 71601

00293  
 FQSR, LLC DBA KBP FOODS  
 4010 CENTRAL AVE  
 HOT SPRINGS AR 71913

00295  
 FQSR, LLC DBA KBP FOODS  
 1882 W. MARTIN LUTHER KING JR.  
 FAYETTEVILLE AR 72703

00297  
 FQSR, LLC DBA KBP FOODS  
 903 NORTH WALTON BLVD  
 BENTONVILLE AR 72712

**Loc  
Nbr                      Name & Address**

00273  
 KBP INVESTMENTS, LLC  
 NO FIXED ADDRESS  
 NO FIXED ADDRESS AR 99999

00288  
 FQSR, LLC DBA KBP FOODS  
 1601 HWY 71  
 FORT SMITH AR 72901

00290  
 FQSR, LLC DBA KBP FOODS  
 2707 WEST 28TH ST  
 PINE BLUFF AR 71601

00292  
 FQSR, LLC DBA KBP FOODS  
 4400 CAMP ROBINSON RD  
 NORTH LITTLE ROCK AR 72118

00294  
 FQSR, LLC DBA KBP FOODS  
 3002 PINES MALL DR  
 PINE BLUFF AR 71601

00296  
 FQSR, LLC DBA KBP FOODS  
 1115 HWY 412 WEST  
 SILOAM SPRING AR 72761

00298  
 FQSR, LLC DBA KBP FOODS  
 507 SOUTH 8TH STREET  
 ROGERS AR 72756

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
Nbr                      Name & Address

00299  
FQSR, LLC DBA KBP FOODS  
711 E MAIN ST  
BOONEVILLE AR 72927

00539  
RESTAURANT SERVICES GROUP, INC.  
NO FIXED LOCATION  
CAMDEN AR 71701

00512  
KBP BELLS,LLC  
301 E ABRIENDO AVE  
PUEBLO CO 81004

00514  
KBP BELLS,LLC  
4195 N ACADEMY  
COLORADO SPRINGS CO 80918

00516  
KBP BELLS,LLC  
3029 WEST COLORADO AVENUE  
COLORADO SPRINGS CO 80904

00518  
KBP BELLS,LLC  
1717 SOUTH PUEBLO BLVD  
PUEBLO CO 81005

00520  
KBP BELLS,LLC  
745 CHEYENNE MEADOWS ROAD  
COLORADO SPRINGS CO 80906

Loc  
Nbr                      Name & Address

00472  
FQSR, LLC. DBA KBP FOODS  
433 W HILLSBORO ST  
EL DORADO AR 71730

00511  
KBP BELLS,LLC  
1507 S NEVADA AVE  
COLORADO SPRINGS CO 80905

00513  
KBP BELLS,LLC  
405 E. PLATTE AVENUE  
COLORADO SPRINGS CO 80903

00515  
KBP BELLS,llc  
1380 N ACADEMY BLVD  
COLORADO SPRINGS CO 80909

00517  
KBP BELLS,LLC  
1112 ROYAL GORGE BLVD  
CANON CITY CO 81212

00519  
KBP BELLS,LLC  
502 GARDEN OF THE GODS ROAD  
COLORADO SPRINGS CO 80907

00521  
KBP BELLS ,LLC  
5650 NORTH ACADEMY BLVD  
COLORADO SPRINGS CO 80918

Policy Number: 100 0004138		
Named Insured: FQSR, LLC. DBA KBP FOODS		
Agent:	JOSEPH M AGNELLO	0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr                      Name & Address

00522  
 KBP BELLS,LLC  
 325 EAST FILLMORE STREET  
 COLORADO SPRINGS CO 80907

00524  
 KBP BELLS,LLC  
 99 S MCCULLOCH BLVD  
 PUEBLO WEST CO 81007

00526  
 KBP BELLS,LLC  
 3333 NORTH ELIZABETH  
 PUEBLO CO 81008

00528  
 KBP BELLS,LLC  
 1200 SOUTHGATE PLACE  
 PUEBLO CO 81004

00530  
 KBP BELLS,LLC  
 703 N SANTE FE AVE  
 PUEBLO CO 81003

00532  
 KBP BELLS,LLC  
 6895 MESA RIDGE PARKWAY  
 FOUNTAIN CO 80817

00534  
 KBP BELLS,LLC  
 6425 SOURCE CENTER POINT  
 COLORADO SPRINGS CO 80923

Loc  
 Nbr                      Name & Address

00523  
 KBP BELLS,LLC  
 1750 N POWERS BLVD  
 COLORADO SPRINGS CO 80915

00525  
 KBP BELLS,LLC  
 500 E MIDLAND AVE  
 WOODLAND PARK CO 80863

00527  
 KBP BELLS,LLC  
 1030 ACADEMY PARK LOOP  
 COLORADO SPRINGS CO 80910

00529  
 KBP BELLS,LLC  
 3436 RESEARCH PARKWAY BLVD  
 COLORADO SPRINGS CO 80920

00531  
 KBP BELLS,LLC  
 6610 CAMDEN BLVD  
 FOUNTAIN CO 80817

00533  
 KBP BELLS,LLC  
 2935 HANCOCK EXPRESSWAY  
 COLORADO SPRINGS CO 80916

00535  
 KBP BELLS,LLC  
 390 N UNION BLVD  
 COLORADO SPRINGS CO 80909

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr Name & Address

00536  
 KBP BELLS, LLC  
 27980 FRONTAGE RD  
 LA JUNTA CO 81050

00490  
 FQSR, LLC.  
 NO FIXED LOCATION  
 NEW CASTLE DE 19706

00002  
 FQSR, LLC DBA KBP FOODS  
 2532 WESLEY CHAPEL RD  
 DECATUR GA 30035

00009  
 KBP INVESTMENTS, LLC  
 3283 NORTHCREST RD  
 DORAVILLE GA 30340

00065  
 FQSR, LLC DBA KBP FOODS  
 4025 HOLCOMB BRIDGE RD  
 NORCROSS GA 30092

00067  
 FQSR, LLC DBA KBP FOODS  
 3283 NORTHCREST RD  
 DORAVILLE GA 30340

00069  
 FQSR, LLC DBA KBP FOODS  
 1675 HIGHWAY 138 SE  
 CONYERS GA 30013

Loc  
 Nbr Name & Address

00537  
 KBP BELLS  
 1208 INTERQUEST PKWY  
 COLORADO SPRINGS CO 80921

00493  
 KBP INVESTMENTS, LLC  
 NO FIXED LOCATION  
 NEW CASTLE DE 19706

00008  
 KBP INVESTMENTS, LLC  
 4540 E PONCE DE LEON AVE  
 CLARKSTON GA 30021

00059  
 FQSR, LLC  
 255 CHEROKEE PLACE  
 CARTERSVILLE GA 30121

00066  
 FQSR, LLC DBA KBP FOODS  
 4540 E PONCE DE LEON AVE  
 CLARKSTON GA 30021

00068  
 FQSR, LLC DBA KBP FOODS  
 4720 ALABAMA RD. NE  
 ROSWELL GA 30075

00070  
 FQSR, LLC DBA KBP FOODS  
 2532 WESLEY CHAPEL RD  
 DECATUR GA 30035

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00071  
 FQSR, LLC DBA KBP FOODS  
 676 HOLCOMB BRIDGE RD  
 ROSWELL GA 30076

00073  
 FQSR, LLC DBA KBP FOODS  
 3901 BUFORD HWY NE  
 ATLANTA GA 30329

00075  
 FQSR, LLC DBA KBP FOODS  
 6103 HIGHWAY 278 NW  
 COVINGTON GA 30014

00077  
 FQSR, LLC DBA KBP FOODS  
 695 ATLANTA RD  
 CUMMING GA 30040

00079  
 FQSR, LLC DBA KBP FOODS  
 1635 INDIAN TRAIL RD  
 NORCROSS GA 30093

00081  
 FQSR, LLC DBA KBP FOODS  
 4295 LAWRENCEVILLE HIGHWAY  
 TUCKER GA 30084

00083  
 FQSR, LLC DBA KBP FOODS  
 2848 PANOLA ROAD  
 LITHONIA GA 30058

**Loc  
Nbr                      Name & Address**

00072  
 FQSR, LLC DBA KBP FOODS  
 5290 HIGHWAY 78  
 STONE MOUNTAIN GA 30087

00074  
 FQSR, LLC DBA KBP FOODS  
 5681 MEMORIAL DR  
 STONE MOUNTAIN GA 30083

00076  
 FQSR, LLC DBA KBP FOODS  
 4368 HIGHWAY 20  
 BUFORD GA 30518

00078  
 FQSR, LLC DBA KBP FOODS  
 2430 SALEM ROAD SE  
 CONYERS GA 30013

00080  
 FQSR, LLC DBA KBP FOODS  
 3277 LAWRENCEVILLE SUWANEE RD  
 SUWANEE GA 30024

00082  
 FQSR, LLC DBA KBP FOODS  
 5150 WINDWARD PARKWAY  
 ALPHARETTA GA 30004

00084  
 FQSR, LLC DBA KBP FOODS  
 2637 COBB PKWY. SE  
 SMYRNA GA 30080

Policy Number:	100 0004138	
Named Insured:	FQSR, LLC. DBA KBP FOODS	
Agent:	JOSEPH M AGNELLO	0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00085  
 FQSR, LLC DBA KBP FOODS  
 4023 POWDER SPRINGS RD SW  
 POWDER SPRINGS GA 30127

00087  
 FQSR, LLC DBA KBP FOODS  
 5040 CHEROKEE STREET  
 ACWORTH GA 30101

00089  
 FQSR, LLC DBA KBP FOODS  
 1297 ATLANTA HWY  
 DALLAS GA 30132

00091  
 FQSR, LLC DBA KBP FOODS  
 6760 HIGHWAY 92  
 ACWORTH GA 30102

00093  
 FQSR, LLC DBA KBP FOODS  
 12 COBB PKWY. N  
 MARIETTA GA 30062

00095  
 FQSR, LLC DBA KBP FOODS  
 HIGHWAY 5  
 DOUGLASVILLE GA 30135

00097  
 FQSR, LLC DBA KBP FOODS  
 664 THORNTON ROAD  
 LITHIA SPRINGS GA 30122

**Loc  
Nbr                      Name & Address**

00086  
 FQSR, LLC DBA KBP FOODS  
 126 HIGHWAY 61  
 VILLA RICA GA 30180

00088  
 FQSR, LLC DBA KBP FOODS  
 575 BANKHEAD HWY  
 CARROLLTON GA 30117

00090  
 FQSR, LLC DBA KBP FOODS  
 2540 DELK RD SE  
 MARIETTA GA 30067

00092  
 FQSR, LLC DBA KBP FOODS  
 1970 N COBB PARKWAY  
 KENNESAW GA 30152

00094  
 FQSR, LLC DBA KBP FOODS  
 820 TURNER MCCALL BLVD  
 ROME GA 30161

00096  
 FQSR, LLC DBA KBP FOODS  
 723 HIGHWAY 53  
 CALHOUN GA 30701

00098  
 FQSR, LLC DBA KBP FOODS  
 3480 ERNEST W BARRETT PKWY SW  
 MARIETTA GA 30064

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00099  
 FQSR, LLC DBA KBP FOODS  
 255 CHEROKEE PLACE  
 CARTERSVILLE GA 30121

00101  
 FQSR, LLC DBA KBP FOODS  
 1078 HIGHWAY 20-81  
 MCDONOUGH GA 30253

00103  
 FQSR, LLC DBA KBP FOODS  
 102 HIGHWAY 138 W  
 STOCKBRIDGE GA 30281

00105  
 FQSR, LLC DBA KBP FOODS  
 23 JOSEPH E LOWERY BLVD. SW  
 ATLANTA GA 30314

00107  
 FQSR, LLC DBA KBP FOODS  
 1395 VIRGINIA AVE  
 EAST POINT GA 30344

00109  
 FQSR, LLC DBA KBP FOODS  
 8687 TARA BLVD  
 JONESBORO GA 30236

00111  
 FQSR, LLC DBA KBP FOODS  
 2840 GREENBRIAR PKWY. SW  
 ATLANTA GA 30331

**Loc  
Nbr                      Name & Address**

00100  
 FQSR, LLC DBA KBP FOODS  
 6892 HIGHWAY 85  
 RIVERDALE GA 30274

00102  
 FQSR, LLC DBA KBP FOODS  
 1493 MOUNT ZION RD  
 MORROW GA 30260

00104  
 FQSR, LLC DBA KBP FOODS  
 4845 JONESBORO RD  
 FOREST PARK GA 30297

00106  
 FQSR, LLC DBA KBP FOODS  
 3604 BAKERS FERRY RD SW  
 ATLANTA GA 30331

00108  
 FQSR, LLC DBA KBP FOODS  
 5245 OLD NATIONAL HWY  
 ATLANTA GA 30349

00110  
 FQSR, LLC DBA KBP FOODS  
 3555 FLAT SHOALS RD  
 DECATUR GA 30034

00112  
 FQSR, LLC DBA KBP FOODS  
 955 EAGLES LANDING PARKWAY  
 STOCKBRIDGE GA 30281

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00113  
FQSR, LLC DBA KBP FOODS  
11325 TARA BLVD  
HAMPTON GA 30228

00115  
FQSR, LLC DBA KBP FOODS  
561 E THIRD STREET  
JACKSON GA 30233

00117  
FQSR, LLC DBA KBP FOODS  
2475 BOULDERCREST RD. SE  
ATLANTA GA 30316

00119  
FQSR, LLC DBA KBP FOODS  
675 Georgia Highway 120  
Lawrenceville GA 30046

00121  
FQSR, LLC DBA KBP FOODS  
3196 Atlanta Highway  
Athens GA 30606

00123  
FQSR, LLC DBA KBP FOODS  
2663 W. Main Street  
Snellville GA 30078

00125  
FQSR, LLC DBA KBP FOODS  
4065 Atlanta Highway 78  
Loganville GA 30052

**Loc  
Nbr                      Name & Address**

00114  
FQSR, LLC DBA KBP FOODS  
4725 JONESBORO ROAD  
UNION CITY GA 30291

00116  
FQSR, LLC DBA KBP FOODS  
3510 CASCADE RD. SW  
ATLANTA GA 30331

00118  
FQSR, LLC DBA KBP FOODS  
4776 Sugarloaf Parkway  
Lawrenceville GA 30044

00120  
FQSR, LLC DBA KBP FOODS  
2080 Pleasant Hill Road  
Duluth GA 30096

00122  
FQSR, LLC DBA KBP FOODS  
2150 Barnett Shoals Road  
Athens GA 30605

00124  
FQSR, LLC DBA KBP FOODS  
2180 W. Broad Street  
Athens GA 30605

00274  
KBP INVESTMENTS, LLC  
NO FIXED ADDRESS  
NO FIXED ADDRESS GA 99999



Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr Name & Address

00416  
 FQSR, LLC. DBA KBP FOODS  
 302 N. MAIN ST.  
 WRENS GA 30833

00003  
 FQSR, LLC DBA KBP FOODS  
 895 WEST 4TH STREET  
 MILAN IL 61264

00013  
 KBP INVESTMENTS, LLC  
 872 N. YORK ROAD  
 ELMHURST IL 60126

00126  
 FQSR, LLC DBA KBP FOODS  
 895 WEST 4TH STREET  
 Milan IL 61264

00128  
 FQSR, LLC DBA KBP FOODS  
 1144 S Western Ave  
 Chicago IL 60612

00130  
 FQSR, LLC DBA KBP FOODS  
 6034 W North Ave  
 Chicago IL 60639

00132  
 FQSR, LLC DBA KBP FOODS  
 8940 S Harlem Ave  
 Bridgeview IL 60455

Loc  
 Nbr Name & Address

00481  
 RESTAURANT SERVICES GROUP, INC.  
 676 HOLCOMB BRIDGE RD  
 ROSWELL GA 30076

00007  
 FQSR, LLC DBA KBP FOODS  
 16616 WEST 159TH STREET  
 LOCKPORT IL 60441

00060  
 FQSR, LLC  
 1043 E. SIBLEY BOULEVARD  
 DOLTON IL 60419

00127  
 FQSR, LLC DBA KBP FOODS  
 4430 16th Street  
 Moline IL 61265

00129  
 FQSR, LLC DBA KBP FOODS  
 10200 S Halsted St  
 Chicago IL 60628

00131  
 FQSR, LLC DBA KBP FOODS  
 10428 S. Cicero Ave  
 Oak Lawn IL 60062

00133  
 FQSR, LLC DBA KBP FOODS  
 2943 18th Ave  
 Rock Island IL 61201

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00134  
FQSR, LLC DBA KBP FOODS  
1170 Avenue of the Cities  
East Moline IL 61244

00136  
FQSR, LLC DBA KBP FOODS  
3141 N. Manheim Road  
Franklin Park IL 60131

00138  
FQSR, LLC DBA KBP FOODS  
5301 W. 159th Street  
Oak Forest IL 60452

00140  
FQSR, LLC DBA KBP FOODS  
3029 S. Chicago Road  
South Chicago Heights IL 60411

00142  
FQSR, LLC DBA KBP FOODS  
17505 S. Halsted Avenue  
Homewood IL 60430

00144  
FQSR, LLC DBA KBP FOODS  
9441 W. 159th Street  
Orland Park IL 60467

00146  
FQSR, LLC DBA KBP FOODS  
221 W Veterans Parkway  
Yorkville IL 60560

**Loc  
Nbr                      Name & Address**

00135  
FQSR, LLC DBA KBP FOODS  
872 N. York Road  
Elmhurst IL 60126

00137  
FQSR, LLC DBA KBP FOODS  
9950 W. Roosevelt Road  
Westchester IL 60154

00139  
FQSR, LLC DBA KBP FOODS  
1043 E. Sibley Boulevard  
Dolton IL 60419

00141  
FQSR, LLC DBA KBP FOODS  
4349 E. 211th Street  
Matteson IL 60443

00143  
FQSR, LLC DBA KBP FOODS  
3300 W. 183rd Street  
Hazelcrest IL 60429

00145  
FQSR, LLC DBA KBP FOODS  
14559 S. Pulaski Road  
Midlothian IL 60445

00147  
FQSR, LLC DBA KBP FOODS  
130 Duvick Avenue  
Sandwich IL 60548

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr                      Name & Address

00148  
 FQSR, LLC DBA KBP FOODS  
 1015 Maple Avenue  
 Lisle IL 60532

00150  
 FQSR, LLC DBA KBP FOODS  
 16616 West 159th Street  
 Lockport IL 60441

00275  
 KBP INVESTMENTS, LLC  
 NO FIXED ADDRESS  
 NO FIXED ADDRESS IL 99999

00301  
 FQSR, LLC DBA KBP FOODS  
 1617 E 95TH STREET  
 CHICAGO IL 60617

00303  
 FQSR, LLC DBA KBP FOODS  
 1030 ROSELLE RD  
 HOFFMAN ESTATES IL 60195

00305  
 FQSR, LLC DBA KBP FOODS  
 4503 W ELM STREET  
 MCHENRY IL 60050

00307  
 FQSR, LLC DBA KBP FOODS  
 1350 E NEW YORK ST  
 AURORA IL 60505

Loc  
 Nbr                      Name & Address

00149  
 FQSR, LLC DBA KBP FOODS  
 15663 127th Street  
 Lemont IL 60439

00151  
 FQSR, LLC DBA KBP FOODS  
 370 Roosevelt Road  
 Glen Ellyn IL 60137

00300  
 FQSR, LLC DBA KBP FOODS  
 5852 S. WESTERN AVE.  
 CHICAGO IL 60636

00302  
 FQSR, LLC DBA KBP FOODS  
 1400 N LEWIS AVE  
 WAUKEGAN IL 60085

00304  
 FQSR, LLC DBA KBP FOODS  
 3927 N HARLEM AVE  
 CHICAGO IL 60634

00306  
 FQSR, LLC DBA KBP FOODS  
 4200 W 55TH  
 CHICAGO IL 60632

00308  
 FQSR, LLC DBA KBP FOODS  
 465 E DUNDEE AVE  
 ELGIN IL 60120

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr                      Name & Address

00309  
 FQSR, LLC DBA KBP FOODS  
 1450 75TH ST  
 DOWNERS GROVE IL 60516

00311  
 FQSR, LLC DBA KBP FOODS  
 1470 S ELMHURST  
 MOUNT PROSPECT IL 60056

00313  
 FQSR, LLC DBA KBP FOODS  
 7445 S. STONY ISLAND AVE.  
 CHICAGO IL 60649

00315  
 FQSR, LLC DBA KBP FOODS  
 2221 ROUTE 59  
 PLAINFIELD IL 60586

00317  
 FQSR, LLC DBA KBP FOODS  
 2200 GREEN BAY ROAD  
 NORTH CHICAGO IL 60064

00319  
 FQSR, LLC DBA KBP FOODS  
 1701 DOUGLAS RD  
 MONTGOMERY IL 60538

00321  
 FQSR, LLC DBA KBP FOODS  
 1195 OAKTON ST  
 DES PLAINES IL 60018

Loc  
 Nbr                      Name & Address

00310  
 FQSR, LLC DBA KBP FOODS  
 700 N MILWAUKEE ROAD-148  
 VERNON HILLS IL 60061

00312  
 FQSR, LLC DBA KBP FOODS  
 6040 S ARCHER AVE  
 CHICAGO IL 60638

00314  
 FQSR, LLC DBA KBP FOODS  
 2823 S. CICERO AVE.  
 CICERO IL 60650

00316  
 FQSR, LLC DBA KBP FOODS  
 2240 W GALENA BLVD  
 AURORA IL 60506

00318  
 FQSR, LLC DBA KBP FOODS  
 227 SOUTH WEBER ROAD  
 BOLINGBOOK IL 60490

00320  
 FQSR, LLC DBA KBP FOODS  
 294 SOUTH RANDALL RD  
 ELGIN IL 60123

00322  
 FQSR, LLC DBA KBP FOODS  
 1518 SOUTH RANDALL RD  
 GENEVA IL 60134

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00323  
 FQSR, LLC DBA KBP FOODS  
 415 SOUTH RANDALL ROAD  
 ALGONQUIN IL 60102

00325  
 FQSR, LLC DBA KBP FOODS  
 116 N LARKIN AVE  
 JOLIET IL 60435

00327  
 FQSR, LLC DBA KBP FOODS  
 316 W MADISON  
 OAK PARK IL 60302

00329  
 FQSR, LLC DBA KBP FOODS  
 818 WEST MAIN STREET  
 WEST DUNDEE IL 60118

00331  
 FQSR, LLC DBA KBP FOODS  
 2807 W. IRVING PARK RD.  
 CHICAGO IL 60618

00333  
 FQSR, LLC DBA KBP FOODS  
 600 COLLINS ST.  
 JOLIET IL 60432

00335  
 FQSR, LLC DBA KBP FOODS  
 116 SOUTH KENNEDY DR.  
 BRADLEY IL 60915

**Loc  
Nbr                      Name & Address**

00324  
 FQSR, LLC DBA KBP FOODS  
 7135 OGDEN AVENUE  
 BERWYN IL 60402

00326  
 FQSR, LLC DBA KBP FOODS  
 6200 W CERMAK RD  
 BERWYN IL 60435

00328  
 FQSR, LLC DBA KBP FOODS  
 442 WEBER ROAD  
 ROMEOVILLE IL 60446

00330  
 FQSR, LLC DBA KBP FOODS  
 1504 NATIONS DRIVE  
 GURNEE IL 60031

00332  
 FQSR, LLC DBA KBP FOODS  
 335 NELTNOR BLVD.  
 WEST CHICAGO IL 60185

00334  
 FQSR, LLC DBA KBP FOODS  
 3028 REFLECTION DR.  
 NAPERVILLE IL 60594

00417  
 FQSR, LLC. DBA KBP FOODS  
 118 S KENNEDY  
 BRADLEY IL 60915

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00418  
FQSR, LLC. DBA KBP FOODS  
10421 S WESTERN  
CHICAGO IL 60643

00420  
FQSR, LLC. DBA KBP FOODS  
618 N WAYNE ST  
ANGOLA IL 46703

00474  
KBP BELLS, LLC  
420 W JACKSON  
MACOMB IL 61455

00482  
RESTAURANT SERVICES GROUP, INC.  
16616 WEST 159TH STREET  
LOCKPORT IL 60441

00286  
KBP INVESTMENTS, LLC  
NO FIXED ADDRESS  
NO FIXED ADDRESS IN 99999

00337  
FQSR, LLC DBA KBP FOODS  
1360 W. STATE ROAD 32  
LEBANON IN 46052

00339  
FQSR, LLC DBA KBP FOODS  
595 E DUPONT RD.  
FORT WAYNE IN 46825

**Loc  
Nbr                      Name & Address**

00419  
FQSR, LLC. DBA KBP FOODS  
3357 W PETERSON AVE  
CHICAGO IL 60659

00473  
KBP BELLS, LLC  
3838 BOADWAY  
QUINCY IL 62301

00475  
KBP BELLS, LLC  
826 BROADWAY  
QUINCY IL 62301

00284  
FQSR, LLC DBA KBP FOODS  
NO FIXED ADDRESS  
NO FIXED ADDRESS IN 99999

00336  
FQSR, LLC DBA KBP FOODS  
1709 E. WABASH ST.  
FRANKFORT IN 46041

00338  
FQSR, LLC DBA KBP FOODS  
6046 COVINGTON RD.  
FROT WAYNE IN 46804

00340  
FQSR, LLC DBA KBP FOODS  
3816 E STATE BLVD.  
FORT WAYNE IN 46805

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
Nbr                      Name & Address

00341  
FQSR, LLC DBA KBP FOODS  
640 N MAIN ST.  
BLUFFTON IN 46714

00422  
FQSR, LLC. DBA KBP FOODS  
4515 MAPLECREST RD  
FORT WAYNE IN 46835

00001  
FQSR, LLC. DBA KBP FOODS  
10950 GRANDVIEW DR STE 300  
OVERLAND PARK KS 66210

00061  
FQSR, LLC  
2024 S 4TH ST  
LEAVENWORTH KS 66048

00153  
FQSR, LLC DBA KBP FOODS  
9564 Quivira Road  
Lenexa KS 66215

00155  
FQSR, LLC DBA KBP FOODS  
635 South 7th Street  
Kansas City KS 66105

00157  
FQSR, LLC DBA KBP FOODS  
7006 WEST 75TH STREET  
Overland Park KS 66204

Loc  
Nbr                      Name & Address

00421  
FQSR, LLC. DBA KBP FOODS  
1322 EAST US 30  
NEW HAVEN IN 46774

00423  
FQSR, LLC. DBA KBP FOODS  
3924 N PORTAGE AVE.  
SOUTH BEND IN 46628

00014  
KBP INVESTMENTS, LLC  
11560 WEST 63RD AVE  
SHAWNEE KS 66203

00152  
KBP INVESTMENTS, LLC  
8900 Indian Creek Parkway  
Overland Park KS 66210

00154  
FQSR, LLC DBA KBP FOODS  
3522 State Avenue  
Kansas City KS 66102

00156  
FQSR, LLC DBA KBP FOODS  
11560 West 63rd Ave  
Shawnee KS 66203

00158  
FQSR, LLC DBA KBP FOODS  
7517 State Ave  
Kansas City KS 66112

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00159  
FQSR, LLC DBA KBP FOODS  
14 North 130th Street  
Bonner Springs KS 66103

00161  
FQSR, LLC DBA KBP FOODS  
201 S Angela St  
Paola KS 66071

00163  
KBP CAFES, LLC  
11112 W. 63rd  
Shawnee KS 66203

00165  
FQSR, LLC DBA KBP FOODS  
7517 State Ave  
Kansas City KS 66112

00271  
KBP CARE INC.  
10950 GRANDVIEW DR.  
OVERLAND PARK KS 66210

00277  
KC EMPLOYEES  
NO FIXED ADDRESS  
NO FIXED ADDRESS KS 99999

00343  
FQSR, LLC DBA KBP FOODS  
901 N 3RD ST.  
MANHATTAN KS 66502

**Loc  
Nbr                      Name & Address**

00160  
FQSR, LLC DBA KBP FOODS  
5650 HEDGE LANE TERRACE  
Shawnee KS 66226

00162  
FQSR, LLC DBA KBP FOODS  
619 E Santa Fe  
Olathe KS 66061

00164  
FQSR, LLC DBA KBP FOODS  
2024 S 4th St  
Leavenworth KS 66048

00166  
FQSR, LLC DBA KBP FOODS  
2024 S 4th St  
Leavenworth KS 66048

00276  
KBP INVESTMENTS, LLC  
NO FIXED ADDRESS  
NO FIXED ADDRESS KS 99999

00342  
FQSR, LLC DBA KBP FOODS  
7100 WEST 119TH STREET  
OVERLAND PARK KS 66112

00344  
FQSR, LLC DBA KBP FOODS  
504 W 6TH ST.  
JUNCTION CITY KS 66441



Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00345  
 FQSR, LLC DBA KBP FOODS  
 3211 SW. TOPEKA BLVD.  
 TOPEKA KS 66611

00347  
 FQSR, LLC DBA KBP FOODS  
 1812 NW TOPEKA BLVD.  
 TOPEKA KS 66604

00477  
 KBP BELL  
 NFA  
 NFA KS 66210

00489  
 KBP CARES  
 10950 GRANDVIEW DRIVE,  
 OVERLAND PARK KS 66210

00407  
 FQSR, LLC DBA KBP FOODS  
 7711 ALEXANDRIA PIKE  
 ALEXANDRIA KY 41001

00409  
 FQSR, LLC DBA KBP FOODS  
 3040 DIXIE HWY  
 ERLANDER KY 41018

00411  
 FQSR, LLC DBA KBP FOODS  
 1315 MONMOUTH RD  
 NEWPORT KY 41070

**Loc  
Nbr                      Name & Address**

00346  
 FQSR, LLC DBA KBP FOODS  
 658 W. 23RD STREET  
 LAWRENCE KS 66046

00348  
 FQSR, LLC DBA KBP FOODS  
 3920 SW 21ST STREET  
 TOPEKA KS 66604

00478  
 KBP BELLS  
 10950 GRANDVIEW DRIVE  
 OVERLAND PARK KS 66210

00538  
 RESTAURANT SERVICES GROUP, INC.  
 10950 GRANDVIEW DR, STE 300  
 OVERLAND PARK KS 66210

00408  
 FQSR, LLC DBA KBP FOODS  
 5975 CENTENNIAL CIRCLE  
 BURLINGTON KY 41042

00410  
 FQSR, LLC DBA KBP FOODS  
 8055 US RT 42  
 FLORENCE KY 41042

00412  
 FQSR, LLC DBA KBP FOODS  
 5037 OLD TAYLOR MILL RD  
 TAYLOR MILL KY 41015

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr                      Name & Address

00424  
 FQSR, LLC. DBA KBP FOODS  
 3165 U.S. HIGHWAY 227  
 CARROLLTON KY 41008

00244  
 FQSR, LLC DBA KBP FOODS  
 3910 NORTH BLVD.  
 RAPIDS PARISH LA 71301

00246  
 FQSR, LLC DBA KBP FOODS  
 725 STERLINGTON HWY  
 UNION PARISH LA 71241

00248  
 FQSR, LLC DBA KBP FOODS  
 1706 MARTIN LUTHER KING JR DR  
 MONROE LA 71202

00250  
 FQSR, LLC DBA KBP FOODS  
 2753 HWY. 28 EAST  
 PINEVILLE LA 71360

00252  
 FQSR, LLC DBA KBP FOODS  
 6820 PINES RD.  
 SHREVEPORT LA 71129

00254  
 FQSR, LLC DBA KBP FOODS  
 125 E. BERT KOUNS  
 SHREVEPORT LA 71106

Loc  
 Nbr                      Name & Address

00483  
 RESTAURANT SERVICES GROUP, INC.  
 7711 ALEXANDRIA PIKE  
 ALEXANDRIA KY 41001

00245  
 FQSR, LLC DBA KBP FOODS  
 637 BENTON RD.  
 BOSSIER CITY LA 71111

00247  
 FQSR, LLC DBA KBP FOODS  
 1050 HOMER RD.  
 MINDEN LA 71055

00249  
 FQSR, LLC DBA KBP FOODS  
 4200 DESIARD ST.  
 MONROE LA 71203

00251  
 FQSR, LLC DBA KBP FOODS  
 211 WEST CALIFORNIA AVE.  
 RUSTON LA 71270

00253  
 FQSR, LLC DBA KBP FOODS  
 9368 MANSFIELD RD.  
 SHREVEPORT LA 71118

00255  
 FQSR, LLC DBA KBP FOODS  
 6608 YOUREE DR.  
 SHREVEPORT LA 71105

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr Name & Address

00256  
 FQSR, LLC DBA KBP FOODS  
 4005 HEARNE AVE.  
 SHREVEPORT LA 71103

00258  
 FQSR, LLC DBA KBP FOODS  
 901 GLENWOOD DR  
 WEST MONROE LA 71291

00349  
 FQSR, LLC DBA KBP FOODS  
 1840 W. LAUREL AVENUE  
 EUNICE LA 70535

00426  
 FQSR, LLC. DBA KBP FOODS  
 1102 S 5TH STREET  
 LEESVILLE LA 71446

00428  
 FQSR, LLC. DBA KBP FOODS  
 2203 N. PARKERSON AVE.  
 CROWLEY LA 70526

00430  
 FQSR, LLC. DBA KBP FOODS  
 101 W SUMMERS DR  
 ABBEVILLE LA 70510

00494  
 FQSR, LLC DBA KBP FOODS  
 245 HIGH STREET  
 ELLSWORTH ME 04605

Loc  
 Nbr Name & Address

00257  
 FQSR, LLC DBA KBP FOODS  
 1650 N. MARKET  
 SHREVEPORT LA 71107

00278  
 KBP INVESTMENTS, LLC  
 NO FIXED ADDRESS  
 NO FIXED ADDRESS LA 99999

00425  
 FQSR, LLC. DBA KBP FOODS  
 810 PINE STREET  
 DERIDDER LA 70634

00427  
 FQSR, LLC. DBA KBP FOODS  
 1498 ELTON ROAD  
 JENNINGS LA 70546

00429  
 FQSR, LLC. DBA KBP FOODS  
 1320 N UNIVERSITY AVE.  
 LAFAYETTE LA 70506

00431  
 FQSR, LLC. DBA KBP FOODS  
 2412 RYAN ST  
 LAKE CHARLES LA 70601

00495  
 FQSR, LLC DBA KBP FOODS  
 603 BROADWAY AVENUE  
 BANGOR ME 14401

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00496  
 FQSR, LLC DBA KBP FOODS  
 444 KENNEDY MEMORIAL DRIVE  
 WATERTVILLE ME 04901

00498  
 FQSR, LLC DBA KBP FOODS  
 470 WILSON STREET  
 BREWER ME 00412

00500  
 FQSR, LLC DBA KBP FOODS  
 140 MAIN STREET  
 WESTBROOK ME 04092

00502  
 FQSR, LLC DBA KBP FOODS  
 COOKS CORNER  
 BRUNSWICK ME 04011

00504  
 FQSR, LLC DBA KBP FOODS  
 755 ROOSEVELT TRAIL  
 WINDHAM ME 04062

00506  
 FQSR, LLC DBA KBP FOODS  
 1096 COMMERCIAL STREET  
 ROCKPORT ME 04856

00508  
 FQSR, LLC DBA KBP FOODS  
 233 MADISON STREET  
 SKOWHEGAN ME 04976

**Loc  
Nbr                      Name & Address**

00497  
 FQSR, LLC DBA KBP FOODS  
 400 GALLERY BLVD  
 SCARBOROUGH ME 04901

00499  
 FQSR, LLC DBA KBP FOODS  
 57 MAIN STREET  
 PARIS ME 04281

00501  
 FQSR, LLC DBA KBP FOODS  
 1201 LISBON STREET  
 LEWISTON ME 04240

00503  
 FQSR, LLC DBA KBP FOODS  
 63 CENTER STREET  
 AUBURN ME 04011

00505  
 FQSR, LLC DBA KBP FOODS  
 43 LONGVIEW DRIVE  
 BANGOR ME 04401

00507  
 FQSR, LLC DBA KBP FOODS  
 479 WILTON ROAD  
 FARMINGTON ME 04938

00509  
 FQSR, LLC DBA KBP FOODS  
 11 DARIN DRIVE  
 AUGUSTA ME 04338

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00044  
FQSR, LLC DBA KBP FOODS  
1978 WEST STREET  
ANNAPOLIS MD 21401

00046  
FQSR, LLC DBA KBP FOODS  
2180 CRAIN HIGHWAY  
WALDORF MD 20601

00048  
FQSR, LLC DBA KBP FOODS  
10 WATKINS PARK DRIVE  
UPPER MARLBORO MD 20774

00050  
FQSR, LLC DBA KBP FOODS  
5785 SW CRAIN HIGHWAY  
UPPER MARLBORO MD 20772

00052  
FQSR, LLC DBA KBP FOODS  
5734 RITCHIE HIGHWAY  
BALTIMORE MD 21225

00054  
FQSR, LLC DBA KBP FOODS  
708 NURSERY ROAD  
LINTHICUM HEIGHTS MD 21090

00279  
KBP INVESTMENTS, LLC  
NO FIXED ADDRESS  
NO FIXED ADDRESS MD 99999

**Loc  
Nbr                      Name & Address**

00045  
FQSR, LLC DBA KBP FOODS  
8073 VETERANS HIGHWAY  
MILLERSVILLE MD 21108

00047  
FQSR, LLC DBA KBP FOODS  
4107 MOUNTAIN ROAD  
PASADINA MD 21122

00049  
FQSR, LLC DBA KBP FOODS  
373 THOMPSON CREEK MALL  
STEVENSVILLE MD 21666

00051  
FQSR, LLC DBA KBP FOODS  
65 WEST DARES BEACH RD  
PRINCE FREDERICK MD 20678

00053  
FQSR, LLC DBA KBP FOODS  
1682 ANNAPOLIS ROAD  
ODENTON MD 21113

00055  
FQSR, LLC DBA KBP FOODS  
302 CANBERRA WAY  
BRYANS ROAD MD 20616

00015  
FQSR, LLC DBA KBP FOODS  
9848 LIVERNOIS AVE  
DETROIT MI 48204

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00016  
FQSR, LLC DBA KBP FOODS  
383 S BROADWAY ST  
LAKE ORION MI 48362

00018  
FQSR, LLC DBA KBP FOODS  
15700 E 8 MILE RD  
DETROIT MI 48205

00020  
FQSR, LLC DBA KBP FOODS  
4790 DIXIE HWY  
WATERFORD MI 48329

00022  
FQSR, LLC DBA KBP FOODS  
2716 W GRAND BLVD  
DETROIT MI 48208

00024  
FQSR, LLC DBA KBP FOODS  
3785 GRATIOT ST.  
DETROIT MI 48207

00026  
FQSR, LLC DBA KBP FOODS  
13546 W MCNICHOLS RD  
DETROIT MI 48235

00028  
FQSR, LLC DBA KBP FOODS  
13253 WOODWARD AVE  
HIGHLAND PARK MI 48203

**Loc  
Nbr                      Name & Address**

00017  
FQSR, LLC DBA KBP FOODS  
8939 W 7 MILE RD  
DETROIT MI 48221

00019  
FQSR, LLC DBA KBP FOODS  
2600 E 8 MILE RD  
DETROIT MI 48234

00021  
FQSR, LLC DBA KBP FOODS  
3510 CLIO RD  
FLINT MI 48504

00023  
FQSR, LLC DBA KBP FOODS  
17750 FENKELL ST  
DETROIT MI 48227

00025  
FQSR, LLC DBA KBP FOODS  
606 S. ROCHESTER RD.  
ROCHERSTER HILLS MI 48307

00027  
FQSR, LLC DBA KBP FOODS  
20990 HARPER AVE  
HARPER WOODS MI 48225

00029  
FQSR, LLC DBA KBP FOODS  
12721 MICHIGAN AVE  
DEARBORN MI 48126

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00030  
 FQSR, LLC DBA KBP FOODS  
 6021 DORT HWY  
 GRAND BLANC MI 48439

00032  
 FQSR, LLC DBA KBP FOODS  
 41670 FORD RD  
 CANTON MI 48187

00034  
 FQSR, LLC DBA KBP FOODS  
 22345 GRAND RIVER  
 DETROIT MI 48219

00036  
 FQSR, LLC DBA KBP FOODS  
 2601 W DAVISON AVE  
 DETROIT MI 48238

00038  
 FQSR, LLC DBA KBP FOODS  
 14201 W 7 MILE RD  
 DETROIT MI 48235

00040  
 FQSR, LLC DBA KBP FOODS  
 1765 SOUTH DORT HWY  
 FLINT MI 48503

00042  
 FQSR, LLC DBA KBP FOODS  
 4255 W VIENNA RD  
 CLIO MI 48420

**Loc  
Nbr                      Name & Address**

00031  
 FQSR, LLC DBA KBP FOODS  
 2339 S WAYNE RD  
 WESTLAND MI 48186

00033  
 FQSR, LLC DBA KBP FOODS  
 4427 CORUNNA ROAD  
 FLINT MI 48532

00035  
 FQSR, LLC DBA KBP FOODS  
 1361 N OPDYKE ROAD  
 AUBURN HILLS MI 48326

00037  
 FQSR, LLC DBA KBP FOODS  
 1445 WEST BRISTOL ROAD  
 FLINT MI 48507

00039  
 FQSR, LLC DBA KBP FOODS  
 1000 SOUTH OPKDYKE ROAD  
 PONTIAC MI 48341

00041  
 FQSR, LLC DBA KBP FOODS  
 10018 LAPEER RD  
 DIVISION MI 48423

00043  
 FQSR, LLC DBA KBP FOODS  
 9230 BIRCH RUN RD  
 BIRCH RUN MI 48415

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00056  
 FQSR, LLC DBA KBP FOODS  
 1914 N. DORT HWY  
 FLINT MI 48506

00058  
 FQSR, LLC DBA KBP FOODS  
 9041 CHALMERS  
 DETROIT MI 48213

00280  
 KBP INVESTMENTS, LLC  
 NO FIXED ADDRESS  
 NO FIXED ADDRESS MI 99999

00351  
 FQSR, LLC DBA KBP FOODS  
 3040 KRAFFT ROAD  
 FORT GRARIOT TOWNSHIP MI 48059

00353  
 FQSR, LLC DBA KBP FOODS  
 435 S. MAIN STREET  
 LAPEER MI 48446

00355  
 FQSR, LLC DBA KBP FOODS  
 34530 23 MILE RD.  
 CHESTERFIELD MI 48047

00357  
 FQSR, LLC DBA KBP FOODS  
 7026 MILLER RD  
 SWARTZ CREEK MI 48473

**Loc  
Nbr                      Name & Address**

00057  
 FQSR, LLC DBA KBP FOODS  
 1914 N. DORT HWY  
 FLINT MI 48506

00167  
 FQSR, LLC DBA KBP FOODS  
 1914 N. Dort Hwy  
 Flint MI 48506

00350  
 FQSR, LLC DBA KBP FOODS  
 10120 WARREN AVE.  
 DEARBORN MI 48126

00352  
 FQSR, LLC DBA KBP FOODS  
 608 24TH STREET  
 PORT HURON MI 48060

00354  
 FQSR, LLC DBA KBP FOODS  
 50615 VAN DYKE  
 SHELBY CHARTER TOWNSHIP MI 48317

00356  
 FQSR, LLC DBA KBP FOODS  
 1501 GRATIOT BOULEVARD  
 MARYSVILLE MI 48040

00358  
 FQSR, LLC DBA KBP FOODS  
 7008 N SAGINAW  
 MR. MORRIS MI 48458



Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00359  
FQSR, LLC DBA KBP FOODS  
7026 MILLER RD.  
SWARTZ CREEK MI 48473

00433  
FQSR, LLC. DBA KBP FOODS  
1405 CAPITOL AVE NE  
BATTLE CREEK MI 49017

00435  
FQSR, LLC. DBA KBP FOODS  
1295 S 11TH ST.  
NILES MI 49048

00437  
FQSR, LLC. DBA KBP FOODS  
1320 W STATE ST  
HASTING MI 49058

00439  
FQSR, LLC. DBA KBP FOODS  
1957 M-139 HWY  
BENTON HARBOR MI 49022

00441  
FQSR, LLC. DBA KBP FOODS  
406 S CENTERVILLE RD.  
STURGIES MI 49091

00443  
FQSR, LLC. DBA KBP FOODS  
222 LANSING ST.  
CHARLOTTE MI 48813

**Loc  
Nbr                      Name & Address**

00432  
FQSR, LLC. DBA KBP FOODS  
5822 WESTNEDGE  
PORTAGE MI 49002

00434  
FQSR, LLC. DBA KBP FOODS  
5650 GULL ROAD  
KALAMAZOO MI 49048

00436  
FQSR, LLC. DBA KBP FOODS  
1317 E EATON ST.  
ALBION MI 49224

00438  
FQSR, LLC. DBA KBP FOODS  
604 E CHICAGO ST.  
COLDWATER MI 49036

00440  
FQSR, LLC. DBA KBP FOODS  
1222 W MICHIGAN AVE  
THREE RIVERS MI 49093

00442  
FQSR, LLC. DBA KBP FOODS  
1149 W COLUMBIA AVE  
BATTLE CREEK MI 49015

00444  
FQSR, LLC. DBA KBP FOODS  
1246 M-89  
PLAINWELL MI 49080

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc**  
**Nbr**                      **Name & Address**

00484  
RESTAURANT SERVICES GROUP, INC.  
383 S BROADWAY SR  
LAKE ORION MI 48362

00010  
KBP INVESTMENTS, LLC  
6607 PROSPECT AVE  
KANSAS CITY MO 64132

00168  
FQSR, LLC DBA KBP FOODS  
420 WEST 85TH  
Kansas City MO 64114

00170  
FQSR, LLC DBA KBP FOODS  
211 Highway 7 South  
Blue Springs MO 64014

00172  
FQSR, LLC DBA KBP FOODS  
9924 Hwy 350 East  
Raytown MO 64133

00174  
FQSR, LLC DBA KBP FOODS  
4401 Shawnee Drive  
Kansas City MO 66106

00176  
FQSR, LLC DBA KBP FOODS  
3014 Independence Ave  
Kansas City MO 64124

**Loc**  
**Nbr**                      **Name & Address**

00004  
FQSR, LLC DBA KBP FOODS  
420 WEST 85TH  
KANSAS CITY MO 64132

00062  
FWSR, LLC  
836 S. MAIN STREET  
KERNERVILLE MO 27284

00169  
FQSR, LLC DBA KBP FOODS  
6607 PROSPECT AVE  
Kansas City MO 64132

00171  
FQSR, LLC DBA KBP FOODS  
4700 TROOST AVE  
Kansas City MO 64110

00173  
FQSR, LLC DBA KBP FOODS  
4210 South Noland Rd  
Independence MO 64055

00175  
FQSR, LLC DBA KBP FOODS  
1236 North Woods Chapel Rd  
Blue Springs MO 64015

00177  
FQSR, LLC DBA KBP FOODS  
3212 Clark Lane  
Columbia MO 65202

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

Loc  
 Nbr Name & Address

00178  
 FQSR, LLC DBA KBP FOODS  
 8400 Clint Drive  
 Belton MO 64012

00180  
 FQSR, LLC DBA KBP FOODS  
 1744 W. Jesse James  
 Excelsior Springs MO 64024

00182  
 FQSR, LLC DBA KBP FOODS  
 1606 N. 291 Hwy  
 Harrisonville MO 64701

00184  
 FQSR, LLC DBA KBP FOODS  
 755 NW Barry Road  
 Kansas City MO 64155

00186  
 FQSR, LLC DBA KBP FOODS  
 1340 S. Noland Rd  
 Independence MO 64055

00188  
 FQSR, LLC DBA KBP FOODS  
 5813 NE Antioch Rd  
 Gladstone MO 64119

00281  
 KBP INVESTMENTS, LLC  
 NO FIXED ADDRESS  
 NO FIXED ADDRESS MO 99999

Loc  
 Nbr Name & Address

00179  
 FQSR, LLC DBA KBP FOODS  
 201 SE 4th Street  
 Oak Grove MO 64075

00181  
 FQSR, LLC DBA KBP FOODS  
 708 Baldwin Road  
 Cameron MO 64429

00183  
 FQSR, LLC DBA KBP FOODS  
 11920 Blue Ridge  
 Grandview MO 64030

00185  
 FQSR, LLC DBA KBP FOODS  
 17837 E Hwy 24  
 Independence MO 64056

00187  
 FQSR, LLC DBA KBP FOODS  
 9551 NE 83rd Terrace  
 Kansas City MO 64158

00189  
 FQSR, LLC DBA KBP FOODS  
 300 NE Rice Road  
 Lees Summit MO 64086

00360  
 FQSR, LLC DBA KBP FOODS  
 2004 W. WORLEY  
 COLUMBIA MO 65203

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00361  
FQSR, LLC DBA KBP FOODS  
3700 BUTTWOOD DRIVE  
COUMBIA MO 65201

00446  
FQSR, LLC. DBA KBP FOODS  
1622 SOUTH MAIN  
MARYVILLE MO 64468

00005  
FQSR, LLC DBA KBP FOODS  
8770 MAPLE ST  
AHOSKIE NE 68164

00063  
FQSR, LLC  
2444 SOUTH 132ND  
OMAHA NE 68144

00191  
FQSR, LLC DBA KBP FOODS  
7601 NORTH 30TH ST  
Omaha NE 68122

00193  
FQSR, LLC DBA KBP FOODS  
1407 JFK DRIVE  
Omaha NE 68005

00195  
FQSR, LLC DBA KBP FOODS  
13715 Q St  
Omaha NE 68117

**Loc  
Nbr                      Name & Address**

00445  
FQSR, LLC. DBA KBP FOODS  
1209 MISSOURI BLVD.  
JEFFERSON CITY MO 65109

00476  
KBP BELLS, LLC  
4413 MCMASTERS  
HANNIBAL MO 63401

00011  
KBP INVESTMENTS, LLC  
140 HANES SQUARE CIRCLE  
WINSTON NE 27103

00190  
FQSR, LLC DBA KBP FOODS  
4802 L ST  
Omaha NE 68117

00192  
FQSR, LLC DBA KBP FOODS  
6512 NORTH 72ND STREET  
Omaha NE 68122

00194  
FQSR, LLC DBA KBP FOODS  
2555 South 175th Street  
Omaha NE 68130

00196  
FQSR, LLC DBA KBP FOODS  
8311 Harrison St  
La Vista NE 68128

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00197  
 FQSR, LLC DBA KBP FOODS  
 3949 North 132nd St  
 Omaha NE 68164

00488  
 RESTAURANT SERVICES GROUP, INC.  
 4358 DODGE STREET  
 OMAHA NE 68131

00540  
 RESTAURANT SERVICES GROUP, INC.  
 NO FIXED LOCATION  
 ROCHESTER NH 03867

00259  
 FQSR, LLC DBA KBP FOODS  
 1010 CONANT STREET  
 MAUMEE OH 43537

00261  
 FQSR, LLC DBA KBP FOODS  
 10200 US-20  
 ROSSFORD OH 43460

00263  
 FQSR, LLC DBA KBP FOODS  
 1830 LASKEY ROAD  
 TOLEDO OH 43613

00265  
 FQSR, LLC DBA KBP FOODS  
 6790 W. CENTRAL AVE.  
 TOLEDO OH 43617

**Loc  
Nbr                      Name & Address**

00198  
 FQSR, LLC DBA KBP FOODS  
 4358 Dodge Street  
 Omaha NE 68131

00510  
 FQSR, LLC DBA KBP FOODS  
 65 COLUMBUS STREET  
 ROCHESTER NH 03867

00219  
 FQSR, LLC DBA KBP FOODS  
 NO FIXED ADDRESS  
 KNOX OH 43006

00260  
 FQSR, LLC DBA KBP FOODS  
 2224 WOODVILLE ROAD  
 OREGON OH 43616

00262  
 FQSR, LLC DBA KBP FOODS  
 2902 MONROE STREET  
 TOLEDO OH 43606

00264  
 FQSR, LLC DBA KBP FOODS  
 3730 SECOR ROAD  
 TOLEDO OH 43623

00362  
 FQSR, LLC DBA KBP FOODS  
 134 S SANDUSKY ST.  
 DELAWARE OH 43015

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00363  
FQSR, LLC DBA KBP FOODS  
1300 CAMERON AVE.  
POLARIS OH 43035

00365  
FQSR, LLC DBA KBP FOODS  
66 E HIGH ST.  
LONDON OH 43140

00367  
FQSR, LLC DBA KBP FOODS  
7309 E STATE RT 37  
SUNBURY OH 43015

00448  
FQSR, LLC. DBA KBP FOODS  
127 E MAIN ST.  
WILMINGTON OH 45177

00450  
FQSR, LLC. DBA KBP FOODS  
839 DELAWARE AVE.  
MARYSVILLE OH 43040

00452  
FQSR, LLC. DBA KBP FOODS  
1048 WESTERN AVE  
CHILICOTHE OH 45601

00454  
FQSR, LLC. DBA KBP FOODS  
12394 US RT 35  
JEFFERSONVILLE OH 43128

**Loc  
Nbr                      Name & Address**

00364  
FQSR, LLC DBA KBP FOODS  
1917 MARION MT GILEAD RD.  
MARION OH 43302

00366  
FQSR, LLC DBA KBP FOODS  
2407 E MAIN ST  
SPRINGFIELD OH 45503

00447  
FQSR, LLC. DBA KBP FOODS  
68733 MALL RING ROAD  
SAINT CLAIRSVILLE OH 43950

00449  
FQSR, LLC. DBA KBP FOODS  
301 CHILICOTHE AVE.  
HILLSBORO OH 45133

00451  
FQSR, LLC. DBA KBP FOODS  
4020 RHODES AVE  
NEW BOSTON OH 45662

00453  
FQSR, LLC. DBA KBP FOODS  
3826 US HIGHWAY 23  
ROSEMOUNT OH 45662

00455  
FQSR, LLC. DBA KBP FOODS  
342 W COURT ST  
WASHINGTON OH 43160

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr Name & Address**

00456  
 FQSR, LLC. DBA KBP FOODS  
 7469 TYLORSVILLE RD  
 WEST CHESTER OH 45069

00458  
 FQSR, LLC. DBA KBP FOODS  
 1020 NORTH MAIN ST  
 BOWLING GREEN OH 43402

00460  
 FQSR, LLC. DBA KBP FOODS  
 2723 ELIDA RD  
 LIMA OH 45805

00462  
 FQSR, LLC. DBA KBP FOODS  
 700 TRENTON  
 FRINDLAY OH 45840

00464  
 FQSR, LLC. DBA KBP FOODS  
 6081 GENDER RD  
 CANCEL WINCHESTER OH 43110

00466  
 FQSR, LLC. DBA KBP FOODS  
 1200 NORTH BARRON STREET  
 EATON OH 45320

00468  
 FQSR, LLC. DBA KBP FOODS  
 55 S VANDEMARK  
 SIDNEY OH 45365

**Loc  
Nbr Name & Address**

00457  
 FQSR, LLC. DBA KBP FOODS  
 1712 W STATE ST  
 FREMONT OH 43420

00459  
 FQSR, LLC. DBA KBP FOODS  
 1458 S COURT ST  
 CIRCLEVILLE OH 43113

00461  
 FQSR, LLC. DBA KBP FOODS  
 816 E MAIN ST  
 JACKSON OH 45640

00463  
 FQSR, LLC. DBA KBP FOODS  
 4480 ALUM CREEK RD.  
 OBETZ OH 43207

00465  
 FQSR, LLC. DBA KBP FOODS  
 25 TRIGGS ROAD  
 BROOKVILLE OH 45309

00467  
 FQSR, LLC. DBA KBP FOODS  
 420 EAST NATIONAL ROAD  
 VANDALIA OH 45377

00469  
 FQSR, LLC. DBA KBP FOODS  
 3787 WATERFORD PARKWAY  
 AMELIA OH 45102

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00470  
FQSR, LLC. DBA KBP FOODS  
12356 US RT 35  
JEFFERSONVILLE OH 43128

00485  
RESTAURANT SERVICES GROUP, INC.  
1917 MARION MT GILEAD RD  
MARION OH 43613

00267  
FQSR, LLC DBA KBP FOODS  
1228 S. 4TH ST.  
CHICKASHA OK 73018

00269  
FQSR, LLC DBA KBP FOODS  
2710 W. 3RD STREETO  
ELK CITY OK 73644

00282  
KBP INVESTMENTS, LLC  
NO FIXED ADDRESS  
NO FIXED ADDRESS OK 99999

00285  
KBP INVESTMENTS, LLC  
NO FIXED ADDRESS  
NO FIXED ADDRESS PA 99999

00414  
FQSR, LLC DBA KBP FOODS  
1306 N MEMORIAL BLVD.  
CONNELLSVILLE PA 26301

**Loc  
Nbr                      Name & Address**

00479  
KBP BELLS  
7309 E STATE RT 37  
SUNBURY OH 43015

00266  
FQSR, LLC DBA KBP FOODS  
4505 W. DOOLIN AVE.  
BLACKWELL OK 74631

00268  
FQSR, LLC DBA KBP FOODS  
2229 W. GARY BLVD.  
CLINTON OK 73601

00270  
FQSR, LLC DBA KBP FOODS  
909 NW 32ND ST.  
MEWCASTLE OK 73065

00368  
FQSR, LLC DBA KBP FOODS  
2006 N MAIN  
MUSKOGEE OK 74401

00413  
FQSR, LLC DBA KBP FOODS  
346 MORGANTOWN ST.  
UNIONTOWN PA 26505

00486  
RESTAURANT SERVICES GROUP, INC.  
346 MORGANTOWN ST  
UNIONTOWN PA 26505



Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00491  
FQSR, LLC.  
NO FIXED LOCATION  
GARDEN CITY SC 29575

00006  
FQSR, LLC DBA KBP FOODS  
806-A ENGLAND ST.  
ASHLAND VA 23005

00064  
FQSR, LLC  
3148 WESTERN BRANCH BLVD  
CHESAPEAKE VA 23321

00200  
FQSR, LLC DBA KBP FOODS  
139 Battlefield Blvd. S  
Chesapeake VA 23322

00202  
FQSR, LLC DBA KBP FOODS  
3148 Western Branch Blvd  
Chesapeake VA 23321

00204  
FQSR, LLC DBA KBP FOODS  
1603 E Pembroke Ave  
Hampton VA 23663

00206  
FQSR, LLC DBA KBP FOODS  
207 W Mercury Blvd  
Hampton VA 23669

**Loc  
Nbr                      Name & Address**

00492  
KBP INVESTMENTS, LLC  
NO FIXED LOCATION  
GARDENCITY SC 29575

00012  
KBP INVESTMENTS, LLC  
2212 S MILITARY HWY  
CHESAPEAKE VA 23320

00199  
FQSR, LLC DBA KBP FOODS  
806-A England St.  
Ashland VA 23005

00201  
FQSR, LLC DBA KBP FOODS  
2212 S Military Hwy  
Chesapeake VA 23320

00203  
FQSR, LLC DBA KBP FOODS  
11190 W Broad Street  
Glen Allen VA 23060

00205  
FQSR, LLC DBA KBP FOODS  
1101 W Pembroke Ave  
Hampton VA 23661

00207  
FQSR, LLC DBA KBP FOODS  
7091 Mechanicsville Turnpike  
Mechanicsville VA 23111

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00208  
FQSR, LLC DBA KBP FOODS  
10151 Hull Street Road  
Midlothian VA 23112

00210  
FQSR, LLC DBA KBP FOODS  
12104 Jefferson Ave  
Newport News VA 23602

00212  
FQSR, LLC DBA KBP FOODS  
5010 Mercury Blvd  
Newport News VA 23605

00214  
FQSR, LLC DBA KBP FOODS  
1716 Monticello Ave  
Norfolk VA 23517

00216  
FQSR, LLC DBA KBP FOODS  
3800 Mechanicsville Turnpike  
Richmond VA 23223

00218  
FQSR, LLC DBA KBP FOODS  
4253 Holland Rd  
Virginia Beach VA 23452

00369  
FQSR, LLC DBA KBP FOODS  
139 BATTLEFIELD BLVD. S  
CHESAPEAKE VA 23322

**Loc  
Nbr                      Name & Address**

00209  
FQSR, LLC DBA KBP FOODS  
12630 Warwick Blvd  
Newport News VA 23606

00211  
FQSR, LLC DBA KBP FOODS  
15496 Warwick Blvd  
Newport News VA 23608

00213  
FQSR, LLC DBA KBP FOODS  
746 J Clyde Morris Blvd  
Newport News VA 23601

00215  
FQSR, LLC DBA KBP FOODS  
8340 Brook Road  
Richmond VA 23227

00217  
FQSR, LLC DBA KBP FOODS  
1658 Tappahannock Blvd  
Tappahannock VA 22560

00283  
KBP INVESTMENTS, LLC  
NO FIXED ADDRESS  
NO FIXED ADDRESS VA 99999

00370  
FQSR, LLC DBA KBP FOODS  
1603 E PEMBROKE AVE  
HAMPTON VA 23663

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00371  
FQSR, LLC DBA KBP FOODS  
1101 W PEMBROKE AVE  
HAMPTON VA 23661

00373  
FQSR, LLC DBA KBP FOODS  
4253 HOLLAND RD  
VIERGINA BEACH VA 23452

00375  
FQSR, LLC DBA KBP FOODS  
199 W OCEAN VIEW AVE  
NORFOLK VA 23502

00377  
FQSR, LLC DBA KBP FOODS  
8810 PATTERSON AVE  
RICHMOND VA 23229

00379  
FQSR, LLC DBA KBP FOODS  
9300 MIDLOTHIAN TURNPIKE  
RICHMOND VA 23235

00381  
FQSR, LLC DBA KBP FOODS  
4505 JEFFERSON DAVIS HWY  
RICHAMOND VA 23234

00383  
FQSR, LLC DBA KBP FOODS  
1006 AZALEA AVE  
RICHMOND VA 23227

**Loc  
Nbr                      Name & Address**

00372  
FQSR, LLC DBA KBP FOODS  
2212 S MILITARY HWY  
CHESAPEAKE VA 23320

00374  
FQSR, LLC DBA KBP FOODS  
1660 GENERAL BOOTH BLVD  
VIRGINIA BEACH VA 23454

00376  
FQSR, LLC DBA KBP FOODS  
3381 VIRGINIA BEACH BLVD  
VIRGINIA BEACH VA 23452

00378  
FQSR, LLC DBA KBP FOODS  
9000 W BROAD ST  
RICHMOND VA 23294

00380  
FQSR, LLC DBA KBP FOODS  
556 NEWTOWN RD  
VIRGINIA BEACH VA 23462

00382  
FQSR, LLC DBA KBP FOODS  
401 E BELT BLVD  
RICHMOND VA 23224

00384  
FQSR, LLC DBA KBP FOODS  
5004 GEORGE WASHINGTON HWY  
PORTSMOUTH VA 23702

Policy Number:	100 0004138
Named Insured:	FQSR, LLC. DBA KBP FOODS
Agent:	JOSEPH M AGNELLO 0507140

## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr                      Name & Address**

00385  
 FQSR, LLC DBA KBP FOODS  
 1263 N MILITARY HIGHWAY  
 NORFOLK VA 23502

00387  
 FQSR, LLC DBA KBP FOODS  
 440 CHESTNUT STREET  
 PORTSMOUTH VA 23704

00389  
 FQSR, LLC DBA KBP FOODS  
 801 FIRST COLONIAL RD.  
 VIRGINIA BEACH VA 23451

00391  
 FQSR, LLC DBA KBP FOODS  
 1010 INDEPENDENCE BLVD  
 VIRGINIA BEACH VA 23455

00393  
 FQSR, LLC DBA KBP FOODS  
 891 CANTRELL AVE  
 HARRISONBURG VA 22801

00395  
 FQSR, LLC DBA KBP FOODS  
 1011 RICHMOND AVE.  
 STAUTON VA 24401

00471  
 FQSR, LLC. DBA KBP FOODS  
 2800 AIRLINE BLVD.  
 PORTSMOUTH VA 23701

**Loc  
Nbr                      Name & Address**

00386  
 FQSR, LLC DBA KBP FOODS  
 2072 S INDEPENDENCE BLVD  
 VIRGINIA BEACH VA 23453

00388  
 FQSR, LLC DBA KBP FOODS  
 320 MADISON ROAD  
 ORANGE VA 23704

00390  
 FQSR, LLC DBA KBP FOODS  
 3690 SEWELLS POINT ROAD  
 NORFOLK VA 23513

00392  
 FQSR, LLC DBA KBP FOODS  
 216 E LITTLE CREEK ROAD  
 NORFOLK VA 23505

00394  
 FQSR, LLC DBA KBP FOODS  
 2160 JOHN WAYLAND HWY  
 HARRISONBURG VA 22801

00396  
 FQSR, LLC DBA KBP FOODS  
 6544 INDIAN RIVER RD  
 VIRGINIA BEACH VA 23464

00487  
 RESTAURANT SERVICES GROUP, INC.  
 4253 HOLLAND RD  
 VIRGINIA BEACH VA 23452

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ADDITIONAL LOCATION SCHEDULE

**Loc  
Nbr Name & Address**

00397  
 FQSR, LLC DBA KBP FOODS  
 1020 SPEEDWAY ST.  
 FAIRMONT WV 26554

00399  
 FQSR, LLC DBA KBP FOODS  
 155 EMILY DR.  
 CLARSBURG WV 26301

00401  
 FQSR, LLC DBA KBP FOODS  
 339 US HIGHWAY 33 E  
 WESTON WV 26452

00403  
 FQSR, LLC DBA KBP FOODS  
 104 N PIKE ST.  
 GRAFTON WV 26354

**Loc  
Nbr Name & Address**

00398  
 FQSR, LLC DBA KBP FOODS  
 5 CLEAR MOUNTAIN WAY  
 MORGANTOWN WV 26505

00400  
 FQSR, LLC DBA KBP FOODS  
 1059 RT. 20 S  
 BUCKHANNON WV 26201

00402  
 FQSR, LLC DBA KBP FOODS  
 US HIGHWAY 33  
 ELKINS WV 26241

00415  
 KBP FOODS  
 104 N PIKE ST.  
 GRAFTON WV 43015

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
US	WC000000C	1/15	WC & EL POLICY
AL	CLA001	5/12	LARGE RISK RATING PLAN ENDT
AL	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
AL	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
AL	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
AL	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
AL	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
AL	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
AL	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
AL	WC000425	5/17	EXPER RATING MOD FACTOR REV
AL	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
AL	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
AL	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
AL	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
AL	WC990618	4/15	30 DAY NOTICE OF CANCELLATION
AR	CLA001	5/12	LARGE RISK RATING PLAN ENDT
AR	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
AR	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
AR	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
AR	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
AR	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
AR	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
AR	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
AR	WC000425	5/17	EXPER RATING MOD FACTOR REV
AR	WC030601B	3/18	AR AMENDATORY ENDMNT
AR	WC990601AR	8/11	DED END INC ALLOC LOSS ADJ EXP
AR	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
AR	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
AR	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
AR	WC990618	4/15	30 DAY NOTICE OF CANCELLATION

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
CO	CLA001	5/12	LARGE RISK RATING PLAN ENDT
CO	WC000313	4/84	WAIVER OF OUR RIGHT TO RECOVER
CO	WC000406	8/84	PREMIUM DISCOUNT ENDT
CO	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
CO	WC000419	1/01	PREMIUM DUE DATE ENDT
CO	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
CO	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
CO	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
CO	WC000425	5/17	EXPER RATING MOD FACTOR REV
CO	WC050402	11/90	CLASSIFICATION ENDT
CO	WC050403	3/93	PREM CREDIT FOR CERTIFIED RISK
CO	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
CO	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
CO	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
DE	CLA001	5/12	LARGE RISK RATING PLAN ENDT
DE	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
DE	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
DE	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
DE	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
DE	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
DE	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
DE	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
DE	WC070601	7/88	DE NONRENEWAL ENDT
DE	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
DE	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
DE	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
GA	CLA001	5/12	LARGE RISK RATING PLAN ENDT
GA	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
GA	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
GA	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
GA	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
GA	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
GA	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
GA	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
GA	WC000425	5/17	EXPER RATING MOD FACTOR REV
GA	WC100402	1/13	GEORGIA NON-COOPERATION WITH P
GA	WC100601C	7/18	GA CANC NRN CHANGE ENDT
GA	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
GA	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
GA	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
GA	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
GA	WC990618	4/15	30 DAY NOTICE OF CANCELLATION
IL	CLA001IL	6/12	LARGE RISK RATING PLAN ENDT
IL	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
IL	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
IL	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
IL	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
IL	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
IL	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
IL	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
IL	WC000425	5/17	EXPER RATING MOD FACTOR REV
IL	WC120601F	1/19	IL AMENDATORY ENDT
IL	WC120603	1/19	IL RENEWAL ENDORSEMENT
IL	WC990601IL	8/11	DED END INC ALLOC LOSS ADJ EXP
IL	WC990605IL	5/12	IL ADVANCED NOTICE OF CANCELLA
IL	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
IL	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
IN	CLA001	5/12	LARGE RISK RATING PLAN ENDT
IN	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
IN	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER



Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
IN	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
IN	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
IN	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
IN	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
IN	WC000425	5/17	EXPER RATING MOD FACTOR REV
IN	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
IN	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
IN	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
IN	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
KS	CLA001	5/12	LARGE RISK RATING PLAN ENDT
KS	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
KS	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
KS	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
KS	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
KS	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
KS	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
KS	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
KS	WC000425	5/17	EXPER RATING MOD FACTOR REV
KS	WC150401A	1/10	KS FINAL PREMIUM ENDT
KS	WC150601A	1/87	KS CANC/NON-RNL ENDT
KS	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
KS	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
KS	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
KS	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
KY	CLA001	5/12	LARGE RISK RATING PLAN ENDT
KY	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
KY	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
KY	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
KY	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
KY	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
KY	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
KY	WC000425	5/17	EXPER RATING MOD FACTOR REV
KY	WC160305	6/07	KY PART ONE W/C INS ENDT
KY	WC160601	12/97	KY CANCELATION/NONRENEWAL ENDT
KY	WC160602	10/99	KY NOTICE OF APPEAL RIGHTS
KY	WC990601KY	8/11	DED END INC ALLOC LOSS ADJ EXP
KY	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
KY	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
KY	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
LA	CLA001LA	8/12	LA LARGE RISK RATING PLAN ENDT
LA	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
LA	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
LA	WC000404	4/84	PENDING RATE CHANGE ENDT
LA	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
LA	WC000419	1/01	PREMIUM DUE DATE ENDT
LA	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
LA	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
LA	WC000425	5/17	EXPER RATING MOD FACTOR REV
LA	WC170303	12/00	DUTY TO DEFEND ENDT
LA	WC170601J	8/18	LA AMENDATORY ENDT
LA	WC170602A	2/96	COST CONTAINMENT ACT
LA	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
LA	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
LA	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
LA	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
ME	CLA001ME	7/12	ME LARGE RISK RATING PLAN ENDT
ME	WC000313	4/84	WAIVER OF OUR RIGHT TO RECOVER
ME	WC000406	8/84	PREMIUM DISCOUNT ENDT
ME	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
ME	WC000419	1/01	PREMIUM DUE DATE ENDT

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
ME	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
ME	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
ME	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
ME	WC000425	5/17	EXPER RATING MOD FACTOR REV
ME	WC180601	4/84	INSPECTION IMMUNITY ENDT
ME	WC180603A	6/95	ME CANC/NRN ENDT
ME	WC180604	5/88	FINAL PREMIUM AUDIT ENDT
ME	WC180606	8/99	NOTICE OF FILING FIRST REPORTS
ME	WC180607A	7/11	ME SUPPLEMENTAL BENEFITS END
ME	WC990601ME	2/18	DED END INC ALLOC LOSS ADJ EXP
ME	WC990605ME	2/18	ADVANCE NOTICE OF CANCELLATION
ME	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
ME	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
MD	CLA001MD	5/12	LARGE RISK RATING PLAN ENDT
MD	WC000311A	8/91	VOLUNTARY COMP ENDT
MD	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
MD	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
MD	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
MD	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
MD	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
MD	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
MD	WC000425	5/17	EXPER RATING MOD FACTOR REV
MD	WC190401	7/93	MD CONST CLASS PREM ADJ ENDT
MD	WC190601G	10/17	MD CANCELLATION AND N/R ENDT
MD	WC190602	1/14	MD NOTIF OF 45 DAY U/W PRD END
MD	WC990601MD	9/12	DED END INC ALLOC LOSS ADJ EXP
MD	WC990605MD	5/12	MD ADVANCED NOTICE OF CANCELLA
MD	WC990607MD	5/12	MD UNINTENTIONAL ERRORS N OMN
MI	CLA001	5/12	LARGE RISK RATING PLAN ENDT
MI	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
MI	WC210303A	6/97	MI NOTICE TO POLICYHOLDER ENDT
MI	WC210304	4/84	MI LAW ENDORSEMENT
MI	WC210402C	1/21	TERRORISM RISK INS ACT ENDT
MI	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
MI	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
MI	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
MI	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
MO	CLA001MO	8/12	MO LARGE RISK RATING PLAN ENDT
MO	WC000311A	8/91	VOLUNTARY COMP ENDT
MO	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
MO	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
MO	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
MO	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
MO	WC000425	5/17	EXPER RATING MOD FACTOR REV
MO	WC240302	1/14	MO NOTIF OF ADDNL M B ENDT.
MO	WC240601B	1/96	MO CANC/NRN ENDT
MO	WC240602B	7/06	MO PROP & CAS GUARANTY ASSOC
MO	WC240604C	9/19	MO AMENDATORY ENDORSEMENT
MO	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
MO	WC990605MO	7/12	MO ADVANCED NOTICE OF CANCELLA
MO	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
MO	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
MO	WC990618	4/15	30 DAY NOTICE OF CANCELLATION
NE	CLA001	5/12	LARGE RISK RATING PLAN ENDT
NE	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
NE	WC000313	4/84	WAIVER OF OUR RIGHT TO RECOVER
NE	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
NE	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
NE	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
NE	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
NE	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
NE	WC000425	5/17	EXPER RATING MOD FACTOR REV
NE	WC260601C	7/96	NE CANCELLATION ENDT
NE	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
NE	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
NE	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
NE	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
NE	WC990618	4/15	30 DAY NOTICE OF CANCELLATION
NH	CLA001	5/12	LARGE RISK RATING PLAN ENDT
NH	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
NH	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
NH	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
NH	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
NH	WC000425	5/17	EXPER RATING MOD FACTOR REV
NH	WC280405	9/20	AUDIT NONCOMPLIANCE CHARGE END
NH	WC280601	4/84	NH SOLE REPRESENTATIVE END.
NH	WC280604	4/92	NH AMENDATORY ENDORSEMENT
NH	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
NH	WC990605NH	7/12	NH ADVANCED NOTICE OF CANCELLA
NH	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
OH	CLA001	5/12	LARGE RISK RATING PLAN ENDT
OH	WC340301C	3/10	STOP GAP EMPLOYER'S LIABILITY
OH	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
OH	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
OH	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
OH	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
OK	CLA001OK	3/18	LARGE RISK RATING PLAN ENDT
OK	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
OK	WC000313	4/84	WAIVER OF OUR RIGHT TO RECOVER
OK	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
OK	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
OK	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
OK	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
OK	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
OK	WC000425	5/17	EXPER RATING MOD FACTOR REV
OK	WC350302	1/87	OK EMPL LIABILITY AMENDED COV
OK	WC350303	3/11	OK EL INTENTIONAL TORT EXCL
OK	WC350601F	2/14	OK CANC, NR AND CHANGE ENDT
OK	WC350603	12/93	OK FRAUD WARNING ENDT
OK	WC990601OK	4/18	DED END INC ALLOC LOSS ADJ EXP
OK	WC990605OK	6/12	OK ADVANCED NOTICE OF CANCELLA
OK	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
OK	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
OK	WC990618	4/15	30 DAY NOTICE OF CANCELLATION
PA	CLA001	5/12	LARGE RISK RATING PLAN ENDT
PA	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
PA	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
PA	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
PA	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
PA	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
PA	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
PA	WC370401	1/17	PA AUDIT NONCOMPLIANCE CHARGE
PA	WC370601	4/84	PA SPECIAL ENDT INSP MANUAL
PA	WC370602	4/84	PA NOTICE
PA	WC370603A	8/95	PA ACT 86-1986 ENDT
PA	WC370604	10/99	PA EMPLOYER ASSESSMENT ENDT
PA	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
PA	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
PA	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
PA	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

0507140

## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
SC	CLA001	5/12	LARGE RISK RATING PLAN ENDT
SC	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
SC	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
SC	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
SC	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
SC	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
SC	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
SC	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
SC	WC000425	5/17	EXPER RATING MOD FACTOR REV
SC	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
SC	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
SC	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
VA	CLA001	5/12	LARGE RISK RATING PLAN ENDT
VA	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
VA	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
VA	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
VA	WC000419	1/01	PREMIUM DUE DATE ENDT
VA	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
VA	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
VA	WC000425	5/17	EXPER RATING MOD FACTOR REV
VA	WC450602	7/93	AMENDATORY ENDT
VA	WC990601VA	8/11	DED END INC ALLOC LOSS ADJ EXP
VA	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
VA	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
VA	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
WV	CLA001	5/12	LARGE RISK RATING PLAN ENDT
WV	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
WV	WC000313	4/84	WAIVER OF OUR RIGHT TO RECOVER
WV	WC000414A	1/19	NOTIFICATION OF CHG IN OWNER
WV	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT

Policy Number: 100 0004138

Named Insured: FQSR, LLC. DBA KBP FOODS

Agent: JOSEPH M AGNELLO

0507140

## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
WV	WC000421E	1/21	CATASTROPHE (O/T C.A.T.)PRM EN
WV	WC000422C	1/21	TERR RISK INS REAUTHZ DISC END
WV	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
WV	WC000425	5/17	EXPER RATING MOD FACTOR REV
WV	WC470301A	7/08	WV EMPL LIB INS INTEN ACT EXCL
WV	WC470302	7/06	WV WC INS RECOVERY FROM OTHERS
WV	WC470601	7/08	WV CANCELLATION ENDORSEMENT
WV	WC990601	8/11	DED END INC ALLOC LOSS ADJ EXP
WV	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
WV	WC990606	5/12	KNOWLEDGE OF OCCURRENCE ENDT
WV	WC990607	5/12	UNINTENTIONAL ERRORS AND OMMI
WV	WC990617	1/15	WV BROAD FORM EMP LIABILITY
WV	WC990618	4/15	30 DAY NOTICE OF CANCELLATION



**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

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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 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), 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 U.S.C. Sections 51 et seq.), 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, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
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 U.S.C. Sections 1801 et seq.) 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.

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**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

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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.

**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.

Schedule		
<u>Employees</u>	<u>State of Employment</u>	<u>Designated Workers Compensation Law</u>
All officers and employees not subject to the workers compensation law except masters and members of the crew of any vessel.	Any state designated in item 3A of the information page of this policy.	State of hire

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: \_\_\_\_\_



**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

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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: _____	

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date. If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

LOUISIANA

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:  
Insured:

Policy No.:  
Premium:

Endorsement No.:

Insurance Company:

Countersigned by: \_\_\_\_\_

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. <u>State</u>	<u>Estimated Eligible Premium</u>			
	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
COLORADO	\$10,000	\$190,000	\$1,555,000	Over \$1,755,000
	0.0%	9.1%	11.3%	12.3%
MAINE	\$10,000	\$190,000	\$1,555,000	\$1,755,000
	0.0%	9.1%	11.3%	12.3%

2. Average percentage discount: \_\_\_\_\_ %
3. Other policies:
4. If there are no entries in Items 1, 2 and 3 of the Schedule see the Premium Discount Endorsement attached to your policy number:

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: \_\_\_\_\_

**90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. 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. 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.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

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:  
Insured:

Policy No.:

Endorsement No.  
Premium:

Insurance Company:

Countersigned by: \_\_\_\_\_

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:	Policy No.:	Endorsement No.:
Insured:	Premium:	
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 C), 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 the 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.

<b>Schedule</b>		
<b>State</b>	<b>Rate</b>	<b>Premium</b>
ALABAMA	0.013000	\$734.00
ARKANSAS	0.013000	\$604.00
COLORADO	0.013000	\$526.00
DELAWARE	0.013000	\$4.00
GEORGIA	0.016000	\$946.00
ILLINOIS	0.015000	\$1,223.00
INDIANA	0.013000	\$998.00
KANSAS	0.013000	\$2,468.00
KENTUCKY	0.015000	\$139.00
LOUISIANA	0.016000	\$329.00

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  
Insured

Policy No.

Endorsement No.  
Premium

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 C), 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 the 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.

<b>Schedule</b>		
<b>State</b>	<b>Rate</b>	<b>Premium</b>
MAINE	0.013000	\$873.00
MARYLAND	0.017000	\$374.00
NEBRASKA	0.013000	\$373.00
NEW HAMPSHIRE	0.013000	\$83.00
OKLAHOMA	0.013000	\$168.00
PENNSYLVANIA	0.015000	\$71.00
SOUTH CAROLINA	0.013000	\$20.00
WEST VIRGINIA	0.012000	\$81.00

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  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**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 2019. 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, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, 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, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar 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 occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% 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.



(Ed. 01-2021)

Schedule		
State	Rate	Premium
ALABAMA	0.007000	\$395.00
ARKANSAS	0.007000	\$325.00
COLORADO	0.006000	\$243.00
DELAWARE	0.013000	\$4.00
GEORGIA	0.008000	\$473.00
ILLINOIS	0.030000	\$2,447.00
INDIANA	0.006000	\$461.00
KANSAS	0.007000	\$1,329.00
KENTUCKY	0.008000	\$74.00
LOUISIANA	0.008000	\$165.00
MAINE	0.007000	\$470.00
MARYLAND	0.067000	\$1,475.00
MISSOURI	0.006000	\$187.00
NEBRASKA	0.006000	\$172.00
NEW HAMPSHIRE	0.007000	\$45.00
OKLAHOMA	0.007000	\$91.00
PENNSYLVANIA	0.029000	\$138.00
SOUTH CAROLINA	0.006000	\$9.00
VIRGINIA	0.039000	\$5,009.00
WEST VIRGINIA	0.006000	\$40.00

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  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 04 22 C  
(Ed. 01-2021)

**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

**Schedule**

<b>State(s)</b>	<b>Basis of Audit Noncompliance Charge</b>	<b>Maximum Audit Noncompliance Charge Multiplier</b>
ALABAMA	Estimated Annual Premium	2.00
ARKANSAS	Estimated Annual Premium	2.00
COLORADO	Estimated Annual Premium	2.00
DELAWARE	Estimated Annual Premium	2.00
GEORGIA	Estimated Annual Premium	2.00
ILLINOIS	Estimated Annual Premium	2.00
KANSAS	Estimated Annual Premium	2.00
KENTUCKY	Estimated Annual Premium	2.00
MAINE	Estimated Annual Premium	2.00
MARYLAND	Estimated Annual Premium	2.00

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 24**

(Ed. 1-17)

**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

**Schedule**

<b>State(s)</b>	<b>Basis of Audit Noncompliance Charge</b>	<b>Maximum Audit Noncompliance Charge Multiplier</b>
NEBRASKA	Estimated Annual Premium	2.00
OKLAHOMA	Estimated Annual Premium	2.00
SOUTH CAROLINA	Estimated Annual Premium	2.00
VIRGINIA	Estimated Annual Premium	2.00
WEST VIRGINIA	Estimated Annual Premium	2.00

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 24**

(Ed. 1-17)

**EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT**

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

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:  
Insured:

Policy No.:

Endorsement No.  
Premium:

Insurance Company:

Countersigned by: \_\_\_\_\_

**ARKANSAS AMENDATORY ENDORSEMENT**

This endorsement applies because Arkansas is shown in Item 3.A. of the Information Page.

Part Two—Employers Liability Insurance, Section C. (Exclusions), Item 2 of the policy is replaced by the following:

2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law; punitive or exemplary damages are defined by Arkansas Bulletin No. 4-82 as those damages which are imposed to punish a wrongdoer and to deter others from similar conduct;

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver at least 30 days' advance written notice of cancellation to us. Cancellation is effective at 12:01 a.m. 30 days after we receive notice unless you specify a later date for cancellation.  
You may cancel coverage effective less than 30 days after written notice has been received by us if you have obtained other coverage or become a self-insurer.
2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 30 days' advance written notice stating when the cancellation is to take effect. Mailing notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient notice.
3. The policy period will end on the day and hour stated in the cancellation notice.

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: \_\_\_\_\_

COLORADO CLASSIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Colorado is shown in Item 3.A. of the Information Page.

Section B. Classifications of Part Five (Premium) is amended by adding the following:

The assignment of a proper classification resulting in higher premium is allowed only if the misclassification was caused by your failure to provide accurate or complete data. If your operation changes during the policy term, you must notify us within ninety days of the change. Failure to notify us will be considered a failure to provide accurate or complete data.

Section E. Final Premium of Part Five is amended by adding this sentence at the end of the first paragraph:

Payments to us or to you based on improper classification may be collected or refunded during the term of the policy and for twelve months after the term.

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: \_\_\_\_\_

COLORADO PREMIUM CREDIT FOR CERTIFIED RISK MANAGEMENT PROGRAMS ENDORSEMENT

This endorsement applies to Part One (Workers Compensation Insurance) because Colorado is listed in Item 3.A. of the Information Page.

The Colorado Workers Compensation Cost Containment Board has determined that a premium differential shall be provided on all policies when you have selected a designated medical provider.

If you qualify for experience and/or schedule rating and you have implemented a certified workers compensation risk management program or service, we must allow a 5% premium credit if your loss experience has improved since your last renewal date. The Schedule below will indicate if you qualify for this credit.

If you do not qualify for experience and/or schedule rating on your workers compensation insurance and you have implemented a certified workers compensation risk management program or service, we must offer premium credits as follows:

Premium Credit	Credit Criteria
10%	If you have been loss free for at least the last year immediately preceding the effective date of the premium credit.
8%	If you have had one medical loss exceeding \$250 in the last year immediately preceding the effective date of the premium credit.
6%	If you have had two medical losses, each exceeding \$250, within the last year immediately preceding the effective date of the premium credit.
4%	If you have had three medical losses, each exceeding \$250, within the last year immediately preceding the effective date of the premium credit.
2%	If you have had three medical losses, each exceeding \$250, and one claim for loss of time in the last year immediately preceding the effective date of the premium credit.
0%	If you have had more than three medical losses and one claim for loss of time in the last year immediately preceding the effective date of the premium credit.

If you have selected a designated medical provider, we must allow a credit of 2.5%. If you are eligible for schedule rating, the 2.5% credit must be included in the total schedule credit or debit, subject to the 25% maximum limitation.

If you are not eligible for experience or schedule rating, the 2.5% credit will be applied, in addition to the premium credit applicable. The combined premium credit and the 2.5% credit for selection of a designated medical provider shall not exceed 12.5%.

Schedule

<u>% Premium Credit</u>	<u>Certified Risk Management Program/Designated Medical Provider</u>
N/A	N/A
N/A	N/A

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: _____	

**DELAWARE NONRENEWAL ENDORSEMENT**

We may elect not to renew the policy. By certified mail we will mail to you, not less than 60 days advance written notice, when the nonrenewal will 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.

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: \_\_\_\_\_



**GEORGIA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT**

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

This endorsement adds to Part Five—Premium, Condition G. Audit, the following provision:

If you do not allow us to examine and audit all of your records that relate to this policy, we may utilize a payroll amount of three times the estimated payroll for purposes of determining final 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: _____	

**GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE ENDORSEMENT**

This endorsement applies because Georgia is shown in Item 3.A. of the policy Information Page. Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

**D. Cancellation, Nonrenewal, and Change**

1. You may cancel this policy. You must mail or deliver advance notice to us in writing, or deliver advance notice orally or electronically, stating when the cancellation is to take effect. We may require that you provide written, electronic, or other recorded verification of the request before the cancellation takes effect. The cancellation is subject to the following:
  - a. If only your interest is affected, the effective date of cancellation will be the later of the date we receive notice from you or the date specified in the notice.
  - b. If by statute, regulation, or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practical after receiving your request for cancellation.Our notice will state the effective date of cancellation, which will be the later of the following:
  - 1) 10 days from the date of mailing or delivering our notice, or
  - 2) The effective date of cancellation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium, or if we nonrenew this policy, we must send a notice of cancellation or nonrenewal by certified mail, return receipt requested, to you at your last address of record at least 75 days before the effective date of cancellation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase in premium due to change in risk or exposure, including a change in experience rating modification or resulting from an audit of auditable coverages), we must deliver a notice of our action (including dollar amount of the increase in renewal premium more than 15%) to you, by first class mail, at your last address of record at least 45 days before the expiration date of this policy.
4. If we reduce the policy coverage, we must provide you with written notice at least 45 days before the effective date of the reduction in coverage. The notice will be delivered to you in person or by first class mail to your last address of record. A reduction in coverage made by us includes elimination of coverage, a decrease in scope or less coverage, or the addition of an exclusion. Requests made by you to change, reduce, or eliminate coverage are not considered reductions in coverage.
5. If you fail to submit to, or allow an audit for, the current or most recently expired policy term, we may, after two documented efforts to notify you and your agent of potential cancellation, send via certified mail or statutory overnight delivery, return receipt requested, written notice to you at least 10 days before the effective date of cancellation in lieu of the number of days' notice otherwise required by state law. However, we must not mail a cancellation notice within 20 days of the first documented effort to notify you of potential cancellation.
6. The policy period will end on the day and hour stated in the cancellation notice except as provided for above.

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: \_\_\_\_\_

**ILLINOIS AMENDATORY ENDORSEMENT**

This endorsement applies because Illinois is shown in Item 3.A. of the Information Page.

Part Two—Employers Liability Insurance, Section B. (We Will Pay), Item 3. of the policy is replaced by the following:

3. For consequential bodily injury to a party to a civil union, 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

Part Five—Premium, Section G. (Audit) of the policy is replaced by the following:

**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 ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.

Part Six—Conditions, Section A. (Inspection) of the policy is replaced by the following:

**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. The National Council on Compensation Insurance has the same rights we have under this provision.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

**D. Cancellation**

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured at the last known mailing address advance written notice stating when the cancellation is to take effect. We will maintain proof of mailing of the notice of cancellation. A copy of all such notices shall be sent to the broker or agent of record, if known, at the last known mailing address. The broker or agent of record may opt to accept notification electronically.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
  - a. At least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
  - b. At least 60 days before the cancellation is to take effect if the policy has been in force for 61 days or more.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
  - a. Nonpayment of premium;
  - b. The policy was issued because of a material misrepresentation;
  - c. You violated any of the terms and conditions of the policy;
  - d. The risk originally accepted has measurably increased;
  - e. The Director has determined that we no longer have adequate reinsurance to meet our needs; or
  - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for cancelling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Part Six—Conditions, Section E. (Sole Representative) of the policy is replaced by the following:

**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, or give us notice of cancellation.

Part Six—Conditions of the policy is changed by adding the following:

**F. Nonrenewal**

1. We may elect not to renew the policy. We will mail to each named insured the nonrenewal notice at the last known mailing address at least 60 days prior to the expiration of the current policy. We will maintain proof of mailing of the nonrenewal notice. An exact and unaltered copy of such notice will also be sent to the named insured's producer, if known, or the producer of record at the last known mailing address. The named insured's producer, if known, or the producer of record may opt to accept notification electronically.
2. If we fail to give at least 60 days' notice prior to the expiration date of the current policy, the policy will automatically be extended for one year under the same terms and conditions. We may increase the renewal premium, but such increase must be less than 30% of this policy's premium and notice of such increase must be delivered to the named insured on or before the date of expiration of this policy. Additionally, in accordance with 215 ILCS 5/462a, we may be required to provide the named insured with 30 days' written notice prior to the expiration of this policy if the renewal premium is in excess of 5% above the rate recommendation filed with and approved by the Illinois Department of Insurance.
3. Our notice of nonrenewal will provide a specific explanation on the reasons for not renewing.
4. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
  - a. You notify us or the producer who procured this policy that you do not want the policy renewed; or
  - b. You fail to pay all premiums when due; or
  - c. You obtain other insurance as a replacement of the policy.

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: \_\_\_\_\_

**ILLINOIS RENEWAL ENDORSEMENT**

This endorsement applies because Illinois is shown in Item 3.A. of the Information Page.

Part Six—Conditions of the policy is revised by adding the following:

**G. Renewal**

1. We may elect to renew the policy in accordance with 215 ILCS 5/143.17a.
  - a. We will provide the named insured with written notice of our intent to renew if, compared to this current policy, the:
    - Renewal policy premium increases by 30% or more, or
    - Changes in deductibles or coverage materially alter the renewal policy.
  - b. We will mail or deliver the written renewal notice:
    - To the named insured at the last known mailing address
    - At least 60 days prior to the renewal or anniversary date of this current policy.
  - c. If we fail to provide notice 60 days prior to the renewal or anniversary date, but we do mail or deliver the written renewal notice to the named insured not less than 31 days prior to the renewal or anniversary date of this current policy, then we may extend this policy at the current terms and conditions for the period of time needed to equal the 60 day time period required to provide notice of intention to renew.
  - d. All renewal notices will also be sent to the producer, if known, or the producer of record, and to the mortgagee or lien holder listed on the policy. The producer, if known, or the producer of record and the mortgagee or lien holder may opt to accept notification electronically.
  - e. If we fail to provide renewal notice as required above, the policy will automatically be extended for one year under the same terms and conditions. We may increase the renewal premium, but such increase must be less than 30% of this policy's premium and notice of such increase must be delivered to the named insured on or before the date of expiration of this current policy. The increase in premium is based on the known exposure as of the date of the quotation compared to the premium as of the last day of coverage for the current year's policy, annualized. The renewal premium may be subsequently amended to reflect any change in exposure or reinsurance costs not considered in the quotation.
  - f. If we fail to provide the notice of renewal as required, the policy will still terminate on its expiration date if:
    - (1) You notify us or the producer who procured this policy that you do not want the policy renewed; or
    - (2) You fail to pay all premiums when due; or
    - (3) You obtain other insurance as a replacement of the policy.
  - g. Proof of mailing or proof of receipt of the notice of intent to renew to the named insured may be proven by a sworn affidavit by the company as to the usual and customary business practices of mailing notice pursuant to 215 ILCS 5/143.17a or may be proven consistent with Illinois Supreme Court Rule 236.
2. We may elect to conditionally renew the policy in accordance with 215 ILCS 5/462a.
  - a. For policies issued, delivered, amended, or renewed on or after January 1, 2019 ("this policy") we will provide the employer with written notice of our intent to conditionally renew if, compared to this policy, the renewal premium is in excess of 5% above the rate recommendation filed with and approved by the Illinois Department of Insurance.
  - b. To determine whether the renewal premium is in excess of 5% above the rate recommendation, we will not consider any premium increases generated from the following items:
    - Increased loss costs
    - Increased exposure units
    - The application of an experience rating modification
    - The application of a contracting classification premium adjustment program
    - The application of a large deductible program
    - The application of a retrospective rating plan
    - An audit of auditable coverages

- c. Mailing or delivering such written notice to the employer at least 30 days in advance of the expiration date of this policy, at the address shown in Item 1. of the Information Page, and to the authorized agent or broker will be deemed sufficient notice under this section.
- d. This conditional renewal notice will include a statement that clearly identifies:
  - (1) The amount of the premium increase or, if the amount cannot reasonably be determined as of the time the notice is provided, a reasonable estimate of the premium increase based on information available to us at that time
  - (2) The reason for the increased premium in excess of the rate recommendation filed with the Illinois Department of Insurance

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: \_\_\_\_\_

KANSAS FINAL PREMIUM ENDORSEMENT

This endorsement changes how the final premium is determined. The change applies only to the premium charged because Kansas is shown in Item 3.A. of the Information Page

- Kansas final premium will not be less than the highest minimum premium for the classifications covered by this policy unless there are two or more classifications covered and the highest rated classification has less than \$500 payroll.
- When this occurs the final premium will not be less than one-half of the sum of the two highest minimum premiums for any classifications covered by the policy other than Clerical Office and Salespersons.
- When the highest rated classification has less than \$500 payroll and Standard Exception classifications are the only classifications showing payrolls, the final premium will not be less than the minimum premium for the classification showing the highest payroll.
- Final premium for a multiple state policy will be that of the state with the single highest minimum premium, even if that state is on an "if any" basis. If two or more states have the same highest minimum premium, the minimum premium is determined by the state with the largest amount of standard premium.
- Minimum premium is subject to final adjustment at audit and will be determined only on the basis of the classifications developing premium.
- If the final earned premium is less than the minimum premium determined at audit, then that minimum premium must be charged.
- If no classification develops premium, the final premium shall be a flat charge of \$200.

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: \_\_\_\_\_

**KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT**

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

The Cancellation Condition of the policy is replaced by these two Conditions:

**Cancellation**

1. You may cancel this policy. You will 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 you fail to pay all premium when due, we will mail or deliver to you not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.
3. If this policy has been in effect for 90 days or more, we may cancel only for one of the following reasons:
  - a. nonpayment of premium;
  - b. the policy was issued because of a material misrepresentation;
  - c. you violated any of the material terms and conditions of the policy;
  - d. there are unfavorable underwriting factors, specific to you, that were not present when the policy took effect;
  - e. the Commissioner has determined that our continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
  - f. the Commissioner has determined that we no longer have adequate reinsurance to meet our needs.
4. Our notice of cancellation will state our reasons for canceling.
5. The policy period will end on the day and hour stated in the cancellation notice.

**Nonrenewal**

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice when the nonrenewal will 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.
2. Our notice of nonrenewal will state our reasons for not renewing.

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: \_\_\_\_\_



KENTUCKY PART ONE WORKERS COMPENSATION INSURANCE ENDORSEMENT

This endorsement modifies the insurance policy to which it is attached and applies to the insurance provided by this policy because Kentucky is shown in Item 3.A. of the Information Page.

F.3. of Part One, Workers Compensation Insurance of the policy is replaced by the following:

F. **Payments You Must Make**

- 3. you fail to comply with a health or safety law or regulation; provided that, however, we are responsible for payment of any amounts in excess of the benefits regularly provided under the workers compensation law of this state if an accident is caused in any degree by the intentional failure of the employer to comply with any specific statute or lawful administrative regulation made thereunder, communicated to the employer and relative to the installation or maintenance of safety appliances or methods as provided in KRS 342.165(1); or

Except for any payments for which we are responsible as provided in Section F.3. above, 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.

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: \_\_\_\_\_

**KENTUCKY CANCELATION AND NONRENEWAL ENDORSEMENT**

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

The **Cancellation** Condition of the policy is replaced by the following:

**Cancellation**

1. You may cancel this policy. You will deliver or mail advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will deliver or mail to you not less than 75 days advance written notice stating when the cancellation is to take effect and our reason or reasons for cancellation. If we cancel for nonpayment of premium or within 60 days of the date of issuance of the policy, we will deliver or mail this notice not less than 14 days prior to the effective date of cancellation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. After coverage has been in effect more than 60 days or after the effective date of a renewal policy, we may not cancel the policy unless cancellation is based on one or more of the following reasons:
  - a. nonpayment of premium;
  - b. discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy;
  - c. discovery of willful or reckless acts or omissions on your part increasing any hazard originally insured;
  - d. changes in conditions after the effective date of the policy or any renewal substantially increasing any hazard originally insured;
  - e. a violation of any local fire, health, safety, building, or construction regulation or ordinance at any of your covered workplaces substantially increasing any hazard originally insured;
  - f. our involuntary loss of reinsurance for the policy;
  - g. a determination by the commissioner that the continuation of the policy would place us in violation of Kentucky insurance laws.

**Nonrenewal**

1. We may elect not to renew the policy. We will deliver or mail to you not less than 75 days advance written notice stating our intention not to renew and our reason or reasons for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
2. If we fail to provide the notice of nonrenewal as required, the policy will be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium, and coverage will continue until you have accepted replacement coverage with another insurer, until you have agreed to the nonrenewal, or until the policy is canceled.
3. If we have delivered or mailed to you a renewal notice, bill, certificate, or policy not less than 30 days before the end of the current policy period clearly stating the amount and due date of the renewal premium charge, then the policy will terminate on the due date without further notice unless the renewal premium is received by us or our agent on or before the due date. If the policy terminates in this manner, we will deliver or mail to you within 15 days of termination at your mailing address shown in Item 1 of the Information Page a notice that the policy was not renewed and the date on which coverage ceased to exist. Proof of mailing of the renewal premium to us or our agent on or before the due date will constitute a presumption of receipt on or before the due date.

4. If we offer to renew the policy for a premium amount more than 25% greater than the premium amount for the current policy term for like coverage and like risks, we will deliver or mail to you and to your agent not less than 75 days advance written notice of the renewal premium amount. We may at our option, in order to comply with this requirement, extend the period of coverage of the current policy at the expiring 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: \_\_\_\_\_

**KENTUCKY NOTICE OF APPEAL RIGHTS ENDORSEMENT**

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

**NOTICE OF YOUR RIGHTS**

If you believe that the rates or the rating system under this policy have been incorrectly or improperly applied, you may request a review of the manner in which the rate or rating system has been applied. You must make your request in writing to us or the National Council on Compensation Insurance, Inc. (NCCI). We or NCCI has thirty (30) days to grant or reject your request for a review and to notify you in writing whether your request has been granted or rejected. If your request is granted, we or NCCI shall conduct the review within ninety (90) days of receiving your request. If your request is rejected or if you are dissatisfied with the results of the review, you may appeal to the commissioner for further review. You must make your appeal within thirty (30) days of receipt of the rejection or of the results of your review. Your appeal is to be sent to:

Legal Division  
Department of Insurance  
P. O. Box 517  
Frankfort, KY 40602

Your request for an appeal should include a statement of the facts and how the rates or rating system were incorrectly or improperly applied. Also, enclose copies of the results of the review and any other correspondence from us or NCCI. If your appeal shows good cause, the commissioner shall hold a hearing. The commissioner may, after the hearing, issue a final order affirming, modifying or reversing our or NCCI's action.

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: \_\_\_\_\_

LOUISIANA DUTY TO DEFEND ENDORSEMENT

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

The duty to defend provision of the policy is replaced by this provision.

Part Two - Employer's Liability

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.

Our duty to defend ends when the limit of liability has been exhausted by the payment of a judgement or settlement.

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: \_\_\_\_\_

**LOUISIANA AMENDATORY ENDORSEMENT**

This endorsement applies because Louisiana is shown in Item 3.A. of the Information Page.

Part Two—Employers Liability Insurance, Section I. (Actions Against Us) of the policy is replaced by the following:

**I. Actions Against Us**

You may not bring an 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.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

Part Five—Premium, Section E. (Final Premium) of the policy is replaced by the following:

**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 cancelled, 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 that 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 calculated using one of the following methods as listed in the Schedule of this endorsement:
  - a. Pro rata based on the time that this policy was in force. Final premium will not be less than the pro rata share of the minimum premium, or
  - b. More than pro rata; it will be based on the time that this policy was in force, and increased by our short-rate cancellation procedure that has been filed with and approved by the commissioner. Final premium will not be less than the minimum premium.

Part Five—Premium, Section G. (Audit) of the policy is revised by adding the following:

**G. Audit**

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge equal to a maximum of up to two times the estimated annual premium. The method for determining the Audit Noncompliance Charge, and the maximum dollar amount, is shown in the Schedule of this endorsement.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part Five—Premium, Section E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

**D. Cancellation**

[For Home and Community-Based Services (HCBS) providers, refer to Section G. in lieu of Section D. for cancellation provisions.]\*

1. If coverage has not been in effect for 60 days and the policy is not a renewal, cancellation will be effected by mailing or delivering a written or electronic (in accordance with the Louisiana Uniform Electronic Transactions Act) notice to you at the mailing address shown on the policy or your last address of record at least 60 days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium will be mailed or delivered at least 10 days before the effective date of cancellation.

After coverage has been in effect for more than 60 days or after the effective date of a renewal policy, we will not cancel the policy unless the cancellation is based on at least one of the following reasons:

- a. Nonpayment of premium
  - b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy
  - c. Activities or omissions on your part which change or increase any hazard insured against, including a failure to comply with loss control recommendations
  - d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision
  - e. Determination by the commissioner of insurance that continuing the policy would jeopardize your solvency or would place us in violation of the insurance laws of this state or any other state
  - f. Violation or breach by the insured of any policy terms or conditions
  - g. Such other reasons that are approved by the commissioner of insurance
2. The insurer is required to provide notification of cancellation as follows:
- a. A notice of cancellation of insurance coverage by us will be in writing or by electronic means and will be mailed or delivered to you at the mailing address shown on the policy or your last address of record. Notices of cancellation based on conditions 1.b. through 1.g. of Section D-1 will be mailed or delivered at least 30 days before the effective date of the cancellation; notices of cancellations based on condition 1.a of Section D-1 will be mailed or delivered at least 10 days before the effective date of cancellation. The notice will state the effective date of the cancellation.
  - b. We will provide you with a written or electronic statement specifying the reason for the cancellation when you request such a statement in writing. Your written or electronic request must state that you hold us harmless from liability for any communication:
    - (1) Giving notice of or specifying the reasons for a cancellation, or
    - (2) For any statement made in connection with an attempt to discover or verify the existence of conditions that would be a reason for cancellation under this endorsement
3. We will provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance company or other entity pursuant to a power of attorney or other agreement executed by or on behalf of you.
4. We may decide not to renew your policy. If we decide not to renew your policy, we will mail or deliver written or electronic notice to you at the mailing address shown on the policy or the last address of record. Such notice of nonrenewal will be mailed or delivered at least 60 days before the policy expiration date. Such notice to you will include your loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage. If the notice is mailed or delivered less than 60 days before expiration, coverage will remain in effect under the same terms and conditions until 60 days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be considered pro rata based on the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group will not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage will not be refusals to renew.
5. Notice of nonrenewal will not be required if we or a company within the same insurance group has offered to issue a renewal policy, or where you have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
6. If we provide the notice described in paragraph 4 above and thereafter we extend the policy for 90 days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. We must mail or deliver to you at the mailing address shown on the policy or your last address of record, written or electronic notice of any rate increase, change in deductible, or reduction in limits or coverage at least 30 days before the expiration date of the policy. If we fail to provide such 30-day notice, the coverage provided to you at the expiring policy's rate, terms, and conditions will remain in effect until notice is given or until the effective date of replacement coverage obtained by you, whichever occurs first.

For the purposes of this paragraph, notice is considered given 30 days following the date of mailing or delivery of the notice. If you elect not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the current or previous year's rate. If you accept the renewal, the premium increase, if any, and other changes will be effective the day following the prior policy's expiration date.

8. Paragraph 7 does not apply to changes:

- a. In a rate or plan filed with the commissioner of insurance and applicable to an entire class of business
- b. Based on the altered nature or extent of the risk insured
- c. In policy forms filed and approved with the commissioner and applicable to an entire class of business
- d. Requested by the insured

9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, will be sufficient proof of notice.

Part Six—Conditions of the policy is revised by adding the following provision:

#### F. Your Right to Remove Agent

We will not change or remove the agent of record who wrote this policy prior to the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 10 calendar days in advance of the change or removal.

#### Schedule

1. If you cancel, final premium for this policy will be calculated:   X   pro rata, or            more than pro rata

#### 2. Basis of Audit

**Noncompliance Charge**   \$23,998.00  

#### Maximum Audit

**Noncompliance Charge  
Multiplier**   2.00  

#### Maximum Audit

**Noncompliance Charge  
\$ Amount**   \$47,996.00  

[Part Six—Conditions, Section D. (Cancellation) of the policy is replaced for Home and Community-Based Services (HCBS) providers by adding Part Six—Conditions, Section G. The following cancellation provisions are to be used when the policy provides coverage to an HCBS provider and are intended to comply with Chapter 50 of the Louisiana Administrative Code, Title 48, Part I, Sections 5007, 5014, and 5015:

#### G. Cancellation—Home and Community-Based Services (HCBS) Providers

1. If coverage has not been in effect for 60 days and the policy is not a renewal, cancellation will be effected by mailing or delivering a written or electronic (in accordance with the Louisiana Uniform Electronic Transactions Act) notice to you and the certificate holder (LDH Health Standards Section) at the mailing address shown on the policy or your last address of record 60 days before any cancellation or change of coverage, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium will be mailed or delivered 30 days before the effective date of cancellation. After coverage has been in effect for more than 60 days or after the effective date of a renewal policy, we will not cancel the policy unless the cancellation is based on at least one of the following reasons:



- a. Nonpayment of premium
  - b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy
  - c. Activities or omissions on your part that change or increase any hazard insured against, including a failure to comply with loss control recommendations
  - d. Change in the risk that increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision
  - e. Determination by the commissioner of insurance that continuing the policy would jeopardize your solvency or would place us in violation of the insurance laws of this state or any other state
  - f. Violation or breach by the insured of any policy terms or conditions
  - g. Such other reasons that are approved by the commissioner of insurance
2. The insurer is required to provide notification of cancellation as follows:
- a. A notice of cancellation of insurance coverage by us will be in writing or by electronic means and will be mailed or delivered to you and the certificate holder (LDH Health Standards Section) at the mailing address shown on the policy or your last address of record. Notices of cancellation based on conditions 1.a. through 1.g. of Section G-1 will be mailed or delivered 30 days before the effective date of the cancellation. The notice will state the effective date of the cancellation.
  - b. We will provide you and the certificate holder (LDH Health Standards Section) with a written or electronic statement specifying the reason for the cancellation when you request such a statement in writing. Your written or electronic request must state that you hold us harmless from liability for any communication:
    - (1) Giving notice of or specifying the reasons for a cancellation, or
    - (2) For any statement made in connection with an attempt to discover or verify the existence of conditions that would be a reason for cancellation under this endorsement
3. We will provide a notice of cancellation or a statement of reasons for cancellation to you and the certificate holder (LDH Health Standards Section) where cancellation for nonpayment of premium is effected by a premium finance company or other entity pursuant to a power of attorney or other agreement executed by or on behalf of you.
4. We may decide not to renew your policy. If we decide not to renew your policy, we will mail or deliver written or electronic notice to you at the mailing address shown on the policy or your last address of record. Such notice of nonrenewal will be mailed or delivered at least 60 days before the policy expiration date. Such notice to you will include your loss-run information for the period the policy has been in force within, but not to exceed, the last three years of coverage. If the notice is mailed or delivered less than 60 days before expiration, coverage will remain in effect under the same terms and conditions until 60 days after the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the policy expiration date will be considered pro rata based on the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group will not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage will not be refusals to renew.
5. Notice of nonrenewal will not be required if we or a company within the same insurance group has offered to issue a renewal policy, or where you have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
6. If we provide the notice described in paragraph 4 above, and thereafter we extend the policy for 90 days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. We must mail or deliver to you and the certificate holder (LDH Health Standards Section) at the mailing address shown on the policy or the last address of record, written or electronic notice of any rate increase, change in deductible, or reduction in limits or coverage 30 days before the expiration date of the policy. If we fail to provide such 30-day notice, the coverage provided to you at the expiring policy's rate, terms, and conditions will remain in effect until notice is given or until the effective date of replacement coverage obtained by you, whichever occurs first. For the purposes of this paragraph, notice is considered given 30 days following the date of mailing or delivery of the notice. If you elect not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the current or previous year's rate. If you accept the renewal, the premium increase, if any, and other changes will be effective the day following the prior policy's expiration date.

8. Paragraph 7 does not apply to changes:
- a. In a rate or plan filed with the commissioner of insurance and applicable to an entire class of business
  - b. Based on the altered nature or extent of the risk insured
  - c. In policy forms filed and approved with the commissioner and applicable to an entire class of business
  - d. Requested by the insured
9. Proof of mailing or delivery of notice of cancellation, or of nonrenewal, or of premium or coverage changes to the named insured and the certificate holder (LDH Health Standards Section) where applicable at the mailing address shown in the policy or at the last address of record, will be sufficient proof of notice.]\*

\* Use of bracketed [ ] provisions above indicates language only applicable to specified policies, and such bracketed language only needs to appear for the applicable policies.

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:  
Insured:

Policy No.:

Endorsement No.  
Premium:

Insurance Company:

Countersigned by: \_\_\_\_\_

**LOUISIANA COST CONTAINMENT ACT ENDORSEMENT**

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

You may be eligible for a two (2) percent reduction in your premium if you attend a cost containment meeting conducted by the Occupational, Safety and Health Administration (OSHA) Section of the Office of Workers Compensation Administration. In order for you to receive the reduction, you must submit to us a certificate of attendance from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date you attended the cost containment meeting.

You may also be eligible for an additional five (5) percent reduction in your premium if you have attended a cost containment meeting and have subsequently satisfactorily implemented an occupational safety and health program prescribed by the OSHA Section. In order for you to receive the reduction, you must submit to us a Certificate of Satisfactory Implementation of Occupational, Safety and Health Program from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date of your certification.

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: \_\_\_\_\_

**MAINE INSPECTION IMMUNITY ENDORSEMENT  
(TITLE 14 MAINE REVISED STATUTES ANNOTATED SECTION 167)**

**THE FOLLOWING LIMITS OUR LIABILITY**

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

- A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence or by the negligence of our agents, employees or service contractors;
- B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or,
- D. If we fail to provide this written notice to the insured whenever a policy is issued or when new policy forms are issued upon renewal.

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: \_\_\_\_\_

## MAINE CANCELATION AND NONRENEWAL ENDORSEMENT

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

The **Cancellation** Condition of the policy is replaced by this Condition:

### 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 and to the Workers Compensation Board not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice. If you have obtained a workers compensation and employers liability insurance policy from another insurance company, or have otherwise secured your obligation to provide compensation, and such insurance or other security becomes effective prior to the expiration date of the notice period, the policy period will end on the effective date of such other insurance or security.
4. If this policy has been renewed or has been in effect for 60 days or more, we may cancel only for one of the following reasons:
  - a. Nonpayment of premium;
  - b. Fraud or a material misrepresentation was made in obtaining the policy, continuing the policy or presenting a claim under the policy;
  - c. The risk accepted when the policy was issued has substantially increased;
  - d. Your failure to comply with reasonable loss control recommendations;
  - e. A substantial breach of contractual duties, conditions or warranties under the policy;
  - f. The Superintendent has determined that continuation of the policy could jeopardize our solvency or place us in violation of the law.

### Nonrenewal

We may elect not to renew the policy. We will mail or deliver to you not less than 30 days advance written notice. A post office certificate of mailing to you at your last known address will be conclusive proof of receipt of that notice on the third calendar day after mailing.

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: \_\_\_\_\_

MAINE FINAL PREMIUM AUDIT ENDORSEMENT

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

Part Five (Premium), Condition E, Final Premium, and Condition G, Audit, are changed by adding these conditions:

E. **Final Premium**

We are required by Maine regulation to complete our final premium audit not later than 120 days after the policy period ends.

If we are unable to examine and audit your records because of your failure to cooperate, we will mail advance written notice to you stating the reasons for our inability to establish the final premium. Your final premium will be established no later than 120 days from the time we are able to complete the examination and audit of your records.

If we have not established the final premium within the 120-day time limitation, we may not bill or collect any additional premium that exceeds the latest billed annual premium.

G. **Audit**

You may request a final premium audit to determine whether you are entitled to a refund, if we have not established the final premium within the 120-day time limit. You will mail or deliver written notice to us requesting the audit.

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: \_\_\_\_\_

**MAINE NOTICE OF FILING OF FIRST REPORTS OF INJURY  
WITHIN SEVEN DAYS ENDORSEMENT**

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

Employer's First Report of Occupational Injury or Disease, form WCB-1, required to be filed for injuries arising out of and in the course of an employee's employment that has caused the employee to lose a day's work shall be reported to and received by the Workers' Compensation Board within SEVEN days after the employer receives notice or knowledge of the injury, as provided by 30-A M.R.S.A. sec. 303. First Reports of Injury can be mailed, electronically submitted or faxed to the Workers' Compensation Board at 207-287-5895.

Contact us immediately if an injury occurs which may be required to be reported to the Workers' Compensation Board.

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: \_\_\_\_\_

MAINE SUPPLEMENTAL BENEFITS FUND ENDORSEMENT

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

Title 39-A of Maine Revised Statute Annotated, sections 355A through section 356 establishes the Maine Supplemental Benefits Fund to reimburse insurers and self-insurers for their payments of compensation to employees made pursuant to 39-A M.R.S.A. § 213(3),(4).

We are authorized pursuant to 39-A M.R.S.A. § 356 to collect a surcharge from you to pay the assessments required pursuant to 39-A M.R.S.A. § 154(3). Your surcharge will be calculated in accordance with 39-A M.R.S.A. § 154(3)(B-1).

Schedule

Surcharge: 0.00 %

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: \_\_\_\_\_



MARYLAND CONSTRUCTION CLASSIFICATION PREMIUM REDUCTION PROGRAM ENDORSEMENT

This premium for the policy may be reduced by the Maryland Construction Classification Premium credit factor. The factor was not available when the policy was issued. If you qualify, or if an estimated factor has been applied, we will issue an endorsement to show the proper premium reduction factor after it is calculated.

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:  
Insured:

Policy No.:  
Premium:

Endorsement No.:

Insurance Company:

Countersigned by: \_\_\_\_\_

**MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT**

This endorsement applies because Maryland is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

**D. Cancellation and Nonrenewal**

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel or nonrenew this policy as follows:
  - a. If the policy is cancelled for nonpayment of premium, we will file with the Maryland Workers Compensation Commission's designee, and serve you by certificate of mailing, not less than 10 days' advance written notice stating when the cancellation will take effect.
  - b. If the policy is cancelled for reasons other than nonpayment of premium or if the policy is nonrenewed, we will file with the Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service to you, not less than 45 days' advance written notice stating when the cancellation or nonrenewal will take effect.

Mailing this notice by certified mail to you at your mailing address last known to us creates a presumption of actual delivery of notice. You may be able to rebut this presumption by providing evidence that the notice was not delivered.

3. The effective dates of the cancellation or nonrenewal are determined as follows:
  - a. Except for cancellation for nonpayment of premium, the policy period will end on the day and hour stated in the cancellation or nonrenewal notice, or 45 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
  - b. For cancellation for nonpayment of premium, the policy period will end on the day and hour stated in the cancellation notice, or 10 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
4. The provisions in D-2 and D-3 do not apply to the cancellation of a policy or binder during the 45-day underwriting period in accordance with Section 12-106 of Maryland Code, Insurance. Refer to Section 12-106 of Maryland Code, Insurance for the cancellation provisions that apply during the 45-day underwriting period.

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: \_\_\_\_\_

**MARYLAND NOTIFICATION OF 45-DAY UNDERWRITING PERIOD ENDORSEMENT**

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

1. Your policy is subject to a 45-day underwriting period beginning on the effective date of coverage. In accordance with Md. Code Ann. Ins. §12-106, if we discover a material risk factor during the underwriting period, we may:
  - a. Cancel this policy during the underwriting period if you do not meet our underwriting standards; or
  - b. Recalculate your premium from the effective date of the policy if you meet our underwriting standards.A material risk factor means a risk factor that:
  - Was incorrectly recorded or not disclosed by the insured in an application for insurance;
  - Was in existence on the date of the application; and
  - Modifies estimated annual premium charged on the policy in accordance with the rates and supplementary rating information filed by the carrierA material risk factor does not include:
  - Information that constitutes a material misrepresentation; or
  - A change initiated by an insured, including any request by the insured that results in a change in coverage, change in deductible, or other change to a policy.
2. If we recalculate your premium because we discovered a material risk factor during the underwriting period, we will provide to you, by certificate of mailing or by delivery of electronic means in accordance with Md. Code Ann. Ins. §27-601.2, written notice of the following information by no later than the end of the underwriting period:
  - a. The amount of the recalculated premium;
  - b. The reason for the increase or reduction in the premium; and
  - c. Your right to cancel this policy and receive a pro rata refund of any premium paid by notifying us of the cancellation.
3. If you cancel this policy following receipt of a notice of recalculated premium, you will receive a pro rata refund of any premium paid, regardless of whether your policy is a retrospectively rated policy.
4. Nothing in this endorsement prohibits us from conducting an audit in accordance with the provisions of your policy or charging and collecting the final premium based on the results of the audit.
5. This endorsement does not apply if your policy is a renewal policy.

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: \_\_\_\_\_

MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT

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

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Payroll Audits

You may request a payroll audit once each calendar year. Your request must be in writing, sent to our address shown in this endorsement. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request if you provide us with all information we need to perform the audit.

3. Reserves or Redemption

You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this endorsement. We will provide you with that information within thirty (30) days of receipt of your request.

If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this endorsement. If you are not satisfied with the results of the meeting, you may appeal to the Insurance Commissioner at the address shown in this endorsement.

Addresses

Commissioner of Insurance  
Michigan Insurance Bureau  
P.O. Box 30220  
Lansing, MI 48909

Company Address

STARR SPECIALTY INSURANCE CO.  
399 PARK AVENUE  
NEW YORK, NEW YORK 10022

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: \_\_\_\_\_

**MICHIGAN LAW ENDORSEMENT**

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

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

- (1) We are "the insurer issuing this policy"
- (2) You are "the insured employer"
- (3) "Michigan workmen's compensation act" means the Workers' Disability Compensation Act of 1969
- (4) "Workmen's compensation" means workers compensation
- (5) "The bureau of workmen's compensation" means the Bureau of Workers' Disability Compensation

"Notwithstanding any language elsewhere contained in this contract or policy of insurance, the accident fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

**Compensation:**

- (a) "That it will pay to the persons that may become entitled thereto all workmen's compensation for which the insured employer may become liable under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

**Medical services:**

- (b) "That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan workmen's compensation act and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

**Rehabilitation services:**

- (c) "That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

**Funeral expenses:**

- (d) "That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan workmen's compensation act;

**Scope of contract:**

- (e) "That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

**Obligations assumed:**

- (f) "That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan workmen's compensation act, as far as the payment of compensation, death benefits, medical, surgical, hospital care or medicine and rehabilitation services is concerned;

**Termination notice:**

- (g) "That it will file with the bureau of workmen's compensation at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancelation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancelation is received by the bureau of workmen's compensation;

**Conflicting provisions:**

- (h) "That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."

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: \_\_\_\_\_

**Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement**

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

**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 resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, 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 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 (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, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar 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 occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% 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.

Schedule	
State	Rate per \$100 of Remuneration
MICHIGAN	0.013000



**MISSOURI NOTIFICATION OF ADDITIONAL MESOTHELIOMA BENEFITS ENDORSEMENT**

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

Section 287.200.4, subdivision (3), of the Missouri Revised Statutes provides additional benefits in the case of occupational diseases due to toxic exposure that are diagnosed to be mesothelioma and result in permanent total disability or death. Your policy provides insurance for these additional benefits.

If you reject liability for mesothelioma additional benefits provided under Section 287.200.4, subdivision (3), of the Missouri Revised Statutes, you must notify us of this election. Once you notify us, we will endorse this policy to exclude insurance for these additional benefits. If you reject liability for mesothelioma additional benefits, the exclusive remedy provisions under Missouri Revised Statutes Section 287.120 shall not apply to your liability for mesothelioma additional benefits.

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: \_\_\_\_\_

MISSOURI CANCELATION AND NONRENEWAL ENDORSEMENT

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

The **Cancellation** Condition of the policy is replaced by the following:

**Cancellation**

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail or deliver to you not less than 60 days advance written notice stating when the cancellation is to take effect and our reason for cancellation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The 60-day notice requirement does not apply where cancellation is based on one or more of the following reasons:
  - a. nonpayment of premium;
  - b. fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy;
  - c. a violation of policy terms;
  - d. changes in conditions after the effective date of the policy materially increasing the hazards originally insured;
  - e. our insolvency;
  - f. our involuntary loss of reinsurance for the policy.
4. The policy period will end on the day and hour stated in the cancellation notice.

**Nonrenewal**

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice stating when the nonrenewal will take effect and our reason for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
  - a. we show you our willingness to renew the policy but you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
  - b. you fail to pay all premiums when due; or
  - c. you obtain other insurance as a replacement of the policy.

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: \_\_\_\_\_

**MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION NOTIFICATION ENDORSEMENT**

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

Missouri Property and Casualty Insurance Guaranty Association Coverage Limits:

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitation applies subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

However, the association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

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: \_\_\_\_\_

**MISSOURI AMENDATORY ENDORSEMENT**

This endorsement applies because Missouri is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section G. (Audit) of the policy is replaced by the following:

**G. Audit**

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

Audits must be completed and billed, and any premiums will be returned, within 120 days of policy expiration or cancellation unless:

1. Delay is caused by your failure to respond to reasonable audit requests, provided that the requests are timely and adequately documented; or
2. A written agreement between you and us provides a longer time frame.

If you or we have any objection to the results of any audit, you or we may send a written notice demanding a reconsideration of the audit within three years from the date of expiration or cancellation of this policy. The written notice must be based upon sufficiently clear and specific facts as to why the audit should be reconsidered.

If you do not allow us to examine and audit all of your records relating to this policy, and/or do not provide audit information as timely and reasonably requested, we may apply an Audit Noncompliance Charge equal to a maximum of up to two times the estimated annual premium. The method for determining the Audit Noncompliance Charge is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may also result in the cancellation of your insurance coverage, as specified under the policy and allowed under Missouri law.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

**SCHEDULE**

**Basis of Audit**  
**Noncompliance Charge**

**Maximum Audit**  
**Noncompliance Charge Multiplier**

Estimated Annual Premium

2.00

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: \_\_\_\_\_

**NEBRASKA CANCELATION AND NONRENEWAL ENDORSEMENT**

1. You may cancel this policy within the policy period by giving notice to us, fixing the date on which the cancellation is to be effective.
2. The notice, from you, is to be sent by certified mail.
3. We are required by Nebraska Law to give notice of your intent to cancel a policy to the Nebraska Workers' Compensation Court.
4. The cancellation shall not be effective until ten (10) days after we give notice to the Nebraska Workers' Compensation Court that the policy is being canceled. However, if you have secured insurance with another insurer, the cancellation will be effective as of the effective date of such other notice of coverage.
5. We may cancel or nonrenew this policy within the policy period by giving notice to you and to the Nebraska Workers' Compensation Court, fixing the date on which the cancellation or nonrenewal is to be effective.
6. The notice from us will contain a brief statement of the reasons for cancellation or nonrenewal and will be sent to you by certified mail.
7. The nonrenewal shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court.
8. The cancellation shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court, except the cancellation shall be effective ten (10) days after the giving of the notice if the cancellation is based on:
  - a. nonpayment of premiums;
  - b. failure of the insured to reimburse deductible losses as required under the policy; or
  - c. failure of the insured, if covered pursuant to the Assigned Risk Plan, to comply with workplace safety laws found in Nebraska statutes.
9. All notices shall be provided in writing and shall be deemed given upon mailing by certified mail, except that we may give notice to the Nebraska Workers' Compensation Court by approved electronic means. Notice provided to the Nebraska Workers' Compensation Court by approved electronic means shall be deemed given upon receipt.

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: \_\_\_\_\_

**New Hampshire Audit Noncompliance Charge Endorsement**

This endorsement applies because New Hampshire is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

In accordance with NH ST 412:35, if you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we will apply an Audit Noncompliance Charge equal to three times the estimated annual premium and set the estimated premium as the final premium.

Upon receipt of notification of the ANC penalty charge and final premium, you will have an additional 10 days to request that the ANC penalty charge be waived and the final premium be recalculated based on actual exposure by completing the audit. We will not deny a timely request by you for a waiver and recalculation. Your request will be granted upon completion of the audit.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

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  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 28 04 05**  
(Ed. 09-2020)

**NEW HAMPSHIRE SOLE REPRESENTATIVE ENDORSEMENT**

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

Condition E, "Sole Representative," of the policy is replaced by the following:

"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 or to give us notice of cancelation. If we cancel this policy, we will give each named insured notice of cancelation."

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: \_\_\_\_\_



NEW HAMPSHIRE AMENDATORY ENDORSEMENT

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

For New Hampshire coverage, the Cancellation condition of the policy is amended and replaced by:

- 1. You may cancel this policy. You must mail or deliver advance written notice to us.
- 2. We may cancel this policy. We will file a written termination notice with the Commissioner of the Department of Labor and will send a copy to you.
- 3. In case of nonpayment of premium, the cancelation will take effect 30 days after the termination notice is filed.
- 4. In case of cancelation for reasons other than nonpayment of premium, cancelation will take effect 45 days after the notice of termination is filed.
- 5. If you have obtained coverage from another insurance carrier or have qualified as a self-insurer, cancelation is effective on the date you obtained the coverage or qualified as a self-insurer.

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: \_\_\_\_\_

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

- A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.
- B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. **Exclusions** is changed by adding these exclusions.

C. **Exclusions**

This insurance does not cover:

- 5. bodily injury intentionally caused or aggravated by you, or bodily injury resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;
- 14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with that law.

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: \_\_\_\_\_

**OKLAHOMA EMPLOYERS LIABILITY AMENDED COVERAGE ENDORSEMENT**

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Oklahoma is shown in Item 3.A. of the Information Page.

1. Section B. We Will Pay is replaced by the following:

**B. We Will Pay**

We will pay all sums 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 the third party to recover the damages claimed against such third party as a result of injury to your employee; and
2. for care and loss of services.

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: \_\_\_\_\_

**OKLAHOMA EMPLOYERS LIABILITY INTENTIONAL TORT EXCLUSION ENDORSEMENT**

Part Two—Employers Liability Insurance, C—Exclusions, 5. is replaced by the following:

This insurance does not cover:

- 5. bodily injury intentionally caused or aggravated by you, or bodily injury that you knew or should have known was substantially certain to occur from an act caused, committed, or aggravated by you;

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: \_\_\_\_\_

**OKLAHOMA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT**

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

The **Cancellation** Condition in Part Six (Conditions) of the policy is replaced by the following condition:

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver to us not less than 30 days advance written notice stating when the cancellation is to take effect. Cancellation of coverage will be effective at 12:01 a.m. thirty (30) days after the date the cancellation notice is received by us, unless a later date is specified in the notice to us. You may cancel this policy effective less than 30 days after written notice is received by us where you have obtained other coverage or have become a self-insurer.
2. We may cancel this policy. We will mail to you advance written notice stating when the cancellation is to take effect.
  - a. At any time during the policy period, we may cancel for nonpayment of premium. If we cancel for nonpayment of premium, we will mail notice of cancellation to you and to the Workers Compensation Commission at least 10 days before the cancellation is to take effect.
  - b. If we cancel this policy for a reason other than nonpayment of premium, we will mail notice of cancellation to you and to the Workers Compensation Commission at least 30 days before the cancellation is to take effect.
  - c. If this policy has been in effect for more than 45 business days or is a renewal policy, we may cancel for only one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
    - (3) Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
    - (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
    - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
    - (6) A determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state;
    - (7) Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against; or
    - (8) Loss of or substantial changes in applicable reinsurance.
3. Mailing notice of cancellation 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 the cancellation notice.
5. 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.

Part 6 (Conditions) of the policy is amended by adding the following provisions:

**F. Nonrenewal**

1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to you at least 45 days before:
  - a. The expiration date of this policy; or
  - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to you at the mailing address shown in Item 1 of the Information Page. If notice is mailed:
  - a. It will be considered to have been given to you on the day it is mailed.
  - b. Proof of mailing will be sufficient proof of notice.

3. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
4. We will not provide notice of nonrenewal if:
  - a. We, or another company within the same insurance group, have offered to issue a renewal policy; or
  - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
5. If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

**G. Notice of Premium or Coverage Changes Upon Renewal**

1. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to you, at the mailing address shown in Item 1 of the Information Page.
2. Any such notice will be mailed or delivered to you at least 45 days before:
  - a. The expiration date of this policy; or
  - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
3. If notice is mailed:
  - a. It will be considered to have been given to you on the day it is mailed.
  - b. Proof of mailing will be sufficient proof of notice.
4. If you accept the renewal, the premium increase or deductible, limits or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
5. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of:
  - a. 45 days after notice is given; or
  - b. The effective date of replacement coverage obtained by you.
6. If you then elect not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
7. We will not provide notice of the following:
  - a. Changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
  - b. Changes based upon the altered nature or extent of the risk insured; or
  - c. Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

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: \_\_\_\_\_

OKLAHOMA FRAUD WARNING ENDORSEMENT

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

**WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.**

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: _____	

**PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge (ANC).

The charge is determined by applying the ANC Multiplier to the ANC Basis shown in the table below:

ANC Basis	ANC Multiplier
Estimated Annual Premium	Two times

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will remove the ANC charge and revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

The application of the ANC is subject to the following conditions:

- Carriers must comply with all applicable state laws and/or regulations related to audits of workers compensation insurance policies.
- The Audit Noncompliance Charge Endorsement is optional. When used, the Audit Noncompliance Charge Endorsement and/or applicable state-specific endorsement must be attached to the policy at inception of the policy term being audited.
- The carrier must make two attempts to obtain the audit information and/or complete the audit. At each attempt, the carrier must notify the employer regarding the specific required records and the amount of the ANC to be applied if the employer continues to refuse to comply with the audit.
- The carrier must adequately document the audit file regarding the above attempts to obtain the required audit information.

This ANC rule applies to mail/email, telephone, computer (remote access), and physical audits, unless otherwise provided by state law.

The scenarios listed below may occur and are treated as follows:

If an ANC is applied and the employer...	Then the carrier...
Pays the ANC and later allows the audit	<ul style="list-style-type: none"> <li>Performs the final audit and determines the final policy premium based on the results of the audit; and</li> <li>Refunds the ANC to the employer, or applies the ANC amount to any outstanding balance on the policy</li> </ul> Submits a unit statistical correction report to remove the ANC charge from the previously reported Unit Statistical data.
Does <b>not</b> pay the ANC but later allows the audit	Performs the final audit and determines the final policy premium based on the results of the audit
Pays the ANC but does <b>not</b> later allow the audit	Does not change the previously reported: <ul style="list-style-type: none"> <li>Unit Statistical data</li> <li>Noncompliance transactions</li> </ul>
Does not pay the ANC and does <b>not</b> later allow the audit.	

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: \_\_\_\_\_



**SPECIAL PENNSYLVANIA ENDORSEMENT - INSPECTION OF MANUALS**

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

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: _____	

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

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: \_\_\_\_\_

**PENNSYLVANIA ACT 86-1986 ENDORSEMENT  
NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, and RETURN OF UNEARNED PREMIUM**

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

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

**Nonrenewal**

1. We may elect not to renew the policy. We will mail each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
  - a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
  - b. you fail to pay all premiums when due; or
  - c. you obtain other insurance as a replacement of the policy.

**Notice of Increase in Premium**

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

**Return of Unearned Premium**

1. If this policy is canceled and there is unearned premium due you:
  - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
  - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1a. and 1b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return or unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

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: \_\_\_\_\_

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that "...the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry."

EMPLOYER ASSESSMENT FORMULA:

Employer Assessment = Act of 1997 Employer Assessment Factor X Employer Assessment Premium Base

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

CODE 0938

EMPLOYER ASSESSMENT FACTOR

1.020200

EMPLOYER ASSESSMENT

\$ 336.00

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: \_\_\_\_\_

**VIRGINIA AMENDATORY ENDORSEMENT**

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

For Virginia insurance, Part Six D. (Conditions - Cancellation) is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancellation, including the date of and reasons for the cancellation, to the Workers Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancellation. We will provide the Workers Compensation Commission with immediate notice of such cancellation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
3. In the event of cancellation by you or us, you must provide 30 days written notice of the cancellation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy, we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

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: \_\_\_\_\_

WEST VIRGINIA EMPLOYERS LIABILITY INSURANCE INTENTIONAL ACT EXCLUSION ENDORSEMENT

Part Two—Employers Liability Insurance, C.—Exclusions, 5. is replaced by the following:

This insurance does not cover:

- 5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, including by your deliberate intention as that term is defined by W. Va. Code § 23-4-2(d)(2).

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: \_\_\_\_\_

**WEST VIRGINIA WORKERS COMPENSATION INSURANCE RECOVERY FROM OTHERS ENDORSEMENT**

Part One — Workers Compensation Insurance, G. — Recovery From Others, is replaced by the following:

We have your rights 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.

WEST VIRGINIA CANCELLATION ENDORSEMENT

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

Part Six, D (Conditions—Cancellation) is replaced by:

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us by stating when the cancellation is to take effect.
2. We may cancel this policy at any time by providing you thirty (30) days advance written notice.
3. Notwithstanding #2 above, if you fail to pay any premium due or refuse to comply with a premium audit under this policy, we may cancel the policy by providing you ten (10) days advance written notice.
4. We may also choose not to renew this policy by providing sixty (60) days advance written notice.
5. Our mailing of the Notice of Cancellation or Non-Renewal to your mailing address as listed in Item 1 of the information page will be sufficient notice of our intent to cancel. We will also provide notice of the cancellation or non-renewal of the policy to the West Virginia Insurance Commissioner at least ten (10) days prior to the effective date of the termination, within ten (10) days of receipt of your request for cancellation, as applicable.

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: \_\_\_\_\_



Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**DEDUCTIBLE COVERAGE ENDORSEMENT**  
**(Including Allocated Loss Adjustment Expenses)**

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

**Workers Compensation and Employers Liability Policy**

**A. How This Endorsement Applies**

1. This endorsement applies to the insurance provided by:  
Part One (Workers Compensation Insurance)  
Part Two (Employers Liability Insurance) and  
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect or change the rights of others under the policy. Neither does it change our obligations under Part One, Part Two or Part Three of the policy.
3. We will promptly pay the benefits required of you by the Workers Compensation Law and all sums you legally must pay as damages for bodily injury to an employee of yours if the bodily injury is covered under the Employers Liability Insurance provided by this policy. We will also pay "Allocated Loss Adjustment Expense". You will reimburse us for any amounts paid, up to the Deductible stated below:

Coverage	Deductible	
Bodily Injury by Accident	\$250,000	each accident
Bodily Injury by Disease	\$250,000	each employee
All Covered Bodily Injury	\$4,000,000	aggregate

Dallas, TX 1-866-519-2522

**B. How The Deductible Applies**

The Deductible applies as follows:

1. The Deductible stated as applicable to Each Accident applies to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", sustained as the result of anyone accident.

Losses arising out of Bodily Injury by Disease, including death at any time resulting there from, sustained by anyone employee shall be deemed to arise out of a single accident.

2. We will pay all loss amounts, including "Allocated Loss Adjustment Expense". You must reimburse us up to the Deductible within 30 days from the date we mail you notice that payment of amounts under the Deductible is due. Your failure to reimburse us may result in cancellation of coverage. We may apply any return premium to the deductible amounts due.

**C. How The Aggregate Deductible Limit Applies**

1. The total Deductible applicable to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", will not exceed the amount stated as Aggregate
2. The Aggregate limit will not be reduced in the event that:
  - a) this endorsement is issued for a term of less than one year, or
  - b) the policy or this endorsement is canceled for any reason by you or by us before the policy period ends.

**D. Effect of Deductible on Limits of Liability**

As respects Part Two (Employers Liability Insurance) and any other coverages provided by endorsements to this policy which have limits of liability, any payment of damages and "Loss Adjustment Expense" reimbursable by you under the Deductible shall contribute to the exhaustion of the applicable limits of liability under this policy and such endorsements.

**E. Definition**

"Allocated Loss Adjustment Expense" means legal and other claim adjustment expense directly allocated by us to a specific claim, whether or not such claim involves litigation. "Allocated Loss Adjustment Expense" includes, but is not limited to, attorney fees and expenses (including staff attorneys employed by us and assigned to defend a claim or suit), the cost of legal proceedings; fees for witnesses, including expert witnesses; investigation fees, medical and other examinations made to determine the extent of the insured's liability; and other specific items of expense, such as medical

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records, and medical cost containment expenses, such as preferred provider expenses, hospital bill auditing costs, and medical fee scheduling costs and all other expenses directly allocable by us to a specific claim.

Such expense shall not include the salaried expenses of employees involved in the adjustment of claims, other than those employees whose services can be directly allocated to the handling of a particular claim, including but not limited to, in-house rehabilitation nurses.

**F. Additional Conditions**

**1. Recovery From Others**

If we recover any payments made under this policy from anyone liable for the injury, we will apply the amount we recover on a per claim basis as follows:

- a) First, to any payments we made in excess of the deductible amount, and
- b) Then the remainder of such recovery, if any, will be applied to reduce the Deductible reimbursable by you, and then to the reduction of "Allocated Loss Adjustment Expense" reimbursable by you, in that order.

**2. Cancellation**

If you fail to reimburse us for any amounts as required by this endorsement, we may cancel your policy for nonpayment in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

**3. Experience Rating**

You understand that the experience data used to determine the experience rating for your policy is not affected by the full or partial reimbursement under the Deductible provisions of this policy.

**4. Your Additional Duties**

The first Named Insured shown in the Information Page agrees and is authorized to reimburse us for the Deductible and all "Allocated Loss Adjustment Expense" that we pay on behalf of any insured.

Each insured named in the policy is jointly and severally liable to reimburse us for all Deductible amounts payable under this policy and for "Allocated Loss Adjustment Expense".

**5. Other Rights and Duties**

All other terms of the policy including but not limited to, those applicable to (a) our right or duty to defend any claim, proceeding or suit against you and (b) your duties if injury occurs, apply without regard to the application of this endorsement.

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We may pay "Allocated Loss Adjustment Expense" and any part or all of the Deductible to defend or toward settlement of any claim or suit, and upon notification of the action taken, you shall, as provided in paragraph B.2. of this endorsement, promptly reimburse us for the "Allocated Loss Adjustment Expense" and for such part of the Deductible as has been paid by us.

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**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**DEDUCTIBLE COVERAGE ENDORSEMENT**  
**(Including Allocated Loss Adjustment Expenses)**

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

**Workers Compensation and Employers Liability Policy**

**A. How This Endorsement Applies**

1. This endorsement applies to the insurance provided by:  
  
Part One (Workers Compensation Insurance)  
Part Two (Employers Liability Insurance) and  
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect or change the rights of others under the policy. Neither does it change our obligations under Part One, Part Two or Part Three of the policy.
3. We will promptly pay the benefits required of you by the Workers Compensation Law and all sums you legally must pay as damages for bodily injury to an employee of yours if the bodily injury is covered under the Employers Liability Insurance provided by this policy. We will also pay "Allocated Loss Adjustment Expense". You will reimburse us for any amounts paid, up to the Deductible stated below:

Coverage	Deductible	
Bodily Injury by Accident	\$250,000	each accident
Bodily Injury by Disease	\$250,000	each employee
All Covered Bodily Injury	\$4,000,000	aggregate

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**B. How The Deductible Applies**

The Deductible applies as follows:

1. The Deductible stated as applicable to Each Accident applies to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", sustained as the result of any one accident.

Losses arising out of Bodily Injury by Disease, including death at any time resulting therefrom, sustained by any one employee shall be deemed to arise out of a single accident.

2. We will pay all loss amounts, including "Allocated Loss Adjustment Expense". You must reimburse us up to the Deductible within 30 days from the date we mail you notice that payment of amounts under the Deductible is due. Your failure to reimburse us may result in cancellation of coverage. We may apply any return premium to the deductible amounts due.

**C. How The Aggregate Deductible Limit Applies**

1. The total Deductible applicable to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", will not exceed the amount stated as Aggregate.
2. The Aggregate limit will not be reduced in the event that:
  - a) this endorsement is issued for a term of less than one year, or
  - b) the policy or this endorsement is canceled for any reason by you or by us before the policy period ends.

**D. Effect of Deductible on Limits of Liability**

As respects Part Two (Employers Liability Insurance) and any other coverages provided by endorsements to this policy which have limits of liability, any payment of damages and "Loss Adjustment Expense" reimbursable by you under the Deductible shall contribute to the exhaustion of the applicable limits of liability under this policy and such endorsements.

**E. Definition**

"Allocated Loss Adjustment Expense" means legal and other claim adjustment expense directly allocated by us to a specific claim, whether or not such claim involves litigation. "Allocated Loss Adjustment Expense" includes, but is not limited to, attorney fees and expenses (including staff attorneys employed by us and assigned to defend a claim or suit), the cost of legal proceedings; fees for witnesses, including expert witnesses; investigation fees, medical and other examinations made to determine the extent of the insured's liability; and other specific items of

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expense, such as medical records, and medical cost containment expenses, such as preferred provider expenses, hospital bill auditing costs, and medical fee scheduling costs and all other expenses directly allocable by us to a specific claim.

Such expense shall not include the salaried expenses of employees involved in the adjustment of claims, other than those employees whose services can be directly allocated to the handling of a particular claim, including but not limited to, in-house rehabilitation nurses.

**F. Additional Conditions**

**1. Recovery From Others**

If we recover any payments made under this policy from anyone liable for the injury, we will apply the amount we recover on a per claim basis as follows:

- a) First, to any payments we made in excess of the deductible amount, and
- b) Then the remainder of such recovery, if any, will be applied to reduce the Deductible reimbursable by you, and then to the reduction of "Allocated Loss Adjustment Expense" reimbursable by you, in that order.

**2. Cancellation**

If you fail to reimburse us for any amounts as required by this endorsement, we may cancel your policy for nonpayment in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

**3. Experience Rating**

You understand that the experience data used to determine the experience rating for your policy is not affected by the full or partial reimbursement under the Deductible provisions of this policy.

**4. Your Additional Duties**

The first Named Insured shown in the Information Page agrees and is authorized to reimburse us for the Deductible and all "Allocated Loss Adjustment Expense" that we pay on behalf of any insured.

Each insured named in the policy is jointly and severally liable to reimburse us for all Deductible amounts payable under this policy and for "Allocated Loss Adjustment Expense".

**5. Other Rights and Duties**

All other terms of the policy including but not limited to, those applicable to (a) our right or duty to defend any claim, proceeding or suit against you and (b) your duties if injury occurs, apply without regard to the application of this endorsement.

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We may pay "Allocated Loss Adjustment Expense" and any part or all of the Deductible to defend or toward settlement of any claim or suit, and upon notification of the action taken, you shall, as provided in paragraph B.2. of this endorsement, promptly reimburse us for the "Allocated Loss Adjustment Expense" and for such part of the Deductible as has been paid by us.

**6. Claims Reporting**

You must report all claims to us or to a Third Party Claims Administrator (TPA) designated by us and acting on our behalf for the adjustment and payment of claims. This applies to claims both within and in excess of the deductible. You must not pay any amounts within or in excess of the deductible directly to any claimant.



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**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**DEDUCTIBLE COVERAGE ENDORSEMENT**  
**(Including Allocated Loss Adjustment Expenses)**

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

**Workers Compensation and Employers Liability Policy**

**A. How This Endorsement Applies**

1. This endorsement applies to the insurance provided by:  
  
Part One (Workers Compensation Insurance)  
Part Two (Employers Liability Insurance) and  
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect or change the rights of others under the policy. Neither does it change our obligations under Part One, Part Two or Part Three of the policy.
3. We will promptly pay the benefits required of you by the Workers Compensation Law and all sums you legally must pay as damages for bodily injury to an employee of yours if the bodily injury is covered under the Employers Liability Insurance provided by this policy. We will also pay "Allocated Loss Adjustment Expense". You will reimburse us for any amounts paid, up to the Deductible stated below:

<b>Coverage</b>	<b>Deductible</b>	
Bodily Injury by Accident	\$250,000	each accident
Bodily Injury by Disease	\$250,000	each employee
All Covered Bodily Injury	\$4,000,000	aggregate

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**B. How The Deductible Applies**

The Deductible applies as follows:

1. The Deductible stated as applicable to Each Accident applies to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", sustained as the result of any one accident.

Losses arising out of Bodily Injury by Disease, including death at any time resulting therefrom, sustained by any one employee shall be deemed to arise out of a single accident.

2. We will pay all loss amounts, including "Allocated Loss Adjustment Expense". You must reimburse us up to the Deductible within 30 days from the date we mail you notice that payment of amounts under the Deductible is due. Your failure to reimburse us may result in cancellation of coverage. We may apply any return premium to the deductible amounts due.

**C. How The Aggregate Deductible Limit Applies**

1. The total Deductible applicable to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", will not exceed the amount stated as Aggregate.
2. The Aggregate limit will not be reduced in the event that:
  - a) this endorsement is issued for a term of less than one year, or
  - b) the policy or this endorsement is canceled for any reason by you or by us before the policy period ends.

**D. Effect of Deductible on Limits of Liability**

As respects Part Two (Employers Liability Insurance) and any other coverages provided by endorsements to this policy which have limits of liability, any payment of damages reimbursable by you under the Deductible shall contribute to the exhaustion of the applicable limits of liability under this policy and such endorsements.

**E. Definition**

"Allocated Loss Adjustment Expense" means legal and other claim adjustment expense directly allocated by us to a specific claim, whether or not such claim involves litigation. "Allocated Loss Adjustment Expense" includes, but is not limited to, attorney fees and expenses (including staff attorneys employed by us and assigned to defend a claim or suit), the cost of legal proceedings; fees for witnesses, including expert witnesses; investigation fees, medical and other examinations made to determine the extent of the insured's liability; and other specific items of expense, such as medical records, and medical cost containment expenses, such as preferred provider expenses, hospital bill auditing costs, and medical fee scheduling costs and all other expenses directly allocable by us to a specific claim.

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Such expense shall not include the salaried expenses of employees involved in the adjustment of claims, other than those employees whose services can be directly allocated to the handling of a particular claim, including but not limited to, in-house rehabilitation nurses.

**F. Additional Conditions**

**1. Recovery From Others**

If we recover any payments made under this policy from anyone liable for the injury, we will apply the amount we recover on a per claim basis as follows:

- a) First, to any payments we made in excess of the deductible amount, and
- b) Then the remainder of such recovery, if any, will be applied to reduce the Deductible reimbursable by you, and then to the reduction of "Allocated Loss Adjustment Expense" reimbursable by you, in that order.

**2. Cancellation**

If you fail to reimburse us for any amounts as required by this endorsement, we may cancel your policy for violations of the terms and conditions of the policy. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

**3. Experience Rating**

You understand that the experience data used to determine the experience rating for your policy is not affected by the full or partial reimbursement under the Deductible provisions of this policy.

**4. Your Additional Duties**

The first Named Insured shown in the Information Page agrees and is authorized to reimburse us for the Deductible and all "Allocated Loss Adjustment Expense" that we pay on behalf of any insured.

Each insured named in the policy is jointly and severally liable to reimburse us for all Deductible amounts payable under this policy and for "Allocated Loss Adjustment Expense".

**5. Other Rights and Duties**

All other terms of the policy including but not limited to, those applicable to (a) our right or duty to defend any claim, proceeding or suit against you and (b) your duties if injury occurs, apply without regard to the application of this endorsement.

We may pay "Allocated Loss Adjustment Expense" and any part or all of the Deductible to defend or toward settlement of any claim or suit, and upon notification of the action taken, you shall, as provided in paragraph B.2. of this endorsement, promptly reimburse us for the "Allocated Loss Adjustment Expense" and for such part of the Deductible as has been paid by us.

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**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**DEDUCTIBLE COVERAGE ENDORSEMENT**  
**(Including Allocated Loss Adjustment Expenses)**

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

**Workers Compensation and Employers Liability Policy**

**A. How This Endorsement Applies**

1. This endorsement applies to the insurance provided by:  
  
Part One (Workers Compensation Insurance)  
Part Two (Employers Liability Insurance) and  
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect or change the rights of others under the policy. Neither does it change our obligations under Part One, Part Two or Part Three of the policy.
3. We will promptly pay the benefits required of you by the Workers Compensation Law and all sums you legally must pay as damages for bodily injury to an employee of yours if the bodily injury is covered under the Employers Liability Insurance provided by this policy. We will also pay "Allocated Loss Adjustment Expense". You will reimburse us for any amounts paid, up to the Deductible stated below:

<b>Coverage</b>	<b>Deductible</b>	
Bodily Injury by Accident	\$250,000	each accident
Bodily Injury by Disease	\$250,000	each employee
All Covered Bodily Injury	\$4,000,000	aggregate

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**B. How The Deductible Applies**

The Deductible applies as follows:

1. The Deductible stated as applicable to Each Accident applies to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", sustained as the result of any one accident.

Losses arising out of Bodily Injury by Disease, including death at any time resulting there from, sustained by any one employee shall be deemed to arise out of a single accident.

2. We will pay all loss amounts, including "Allocated Loss Adjustment Expense". You must reimburse us up to the Deductible within 30 days from the date we mail you notice that payment of amounts under the Deductible is due. Your failure to reimburse us may result in cancellation of coverage. We may apply any return premium to the deductible amounts due.

**C. How The Aggregate Deductible Limit Applies**

1. The total Deductible applicable to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", will not exceed the amount stated as Aggregate.
2. The Aggregate limit will not be reduced in the event that:
  - a) this endorsement is issued for a term of less than one year, or
  - b) the policy or this endorsement is canceled for any reason by you or by us before the policy period ends.

**D. Effect of Deductible on Limits of Liability**

As respects Part Two (Employers Liability Insurance) and any other coverages provided by endorsements to this policy which have limits of liability, any payment of damages reimbursable by you under the Deductible shall contribute to the exhaustion of the applicable limits of liability under this policy and such endorsements.

**E. Definition**

"Allocated Loss Adjustment Expense" means legal and other claim adjustment expense directly allocated by us to a specific claim, whether or not such claim involves litigation. "Allocated Loss Adjustment Expense" includes, but is not limited to, attorney fees and expenses (including staff attorneys employed by us and assigned to defend a claim or suit), the cost of legal proceedings; fees for witnesses, including expert witnesses; investigation fees, medical and other examinations made to determine the extent of the insured's liability; and other specific items of expense, such as medical records, and medical cost containment expenses, such as preferred provider expenses, hospital bill auditing costs, and medical fee scheduling costs and all other expenses directly allocable by us to a specific claim.

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Such expense shall not include the salaried expenses of employees involved in the adjustment of claims, other than those employees whose services can be directly allocated to the handling of a particular claim, including but not limited to, in-house rehabilitation nurses.

**F. Additional Conditions**

**1. Recovery From Others**

If we recover any payments made under this policy from anyone liable for the injury, we will apply the amount we recover on a per claim basis as follows:

- a) First, to any payments we made in excess of the deductible amount, and
- b) Then the remainder of such recovery, if any, will be applied to reduce the Deductible reimbursable by you, and then to the reduction of "Allocated Loss Adjustment Expense" reimbursable by you, in that order.

**2. Cancellation**

We may cancel your policy in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

**3. Experience Rating**

You understand that the experience data used to determine the experience rating for your policy is not affected by the full or partial reimbursement under the Deductible provisions of this policy.

**4. Your Additional Duties**

The first Named Insured shown in the Information Page agrees and is authorized to reimburse us for the Deductible and all "Allocated Loss Adjustment Expense" that we pay on behalf of any insured.

Each insured named in the policy is jointly and severally liable to reimburse us for all Deductible amounts payable under this policy and for "Allocated Loss Adjustment Expense".

**5. Other Rights and Duties**

All other terms of the policy including but not limited to, those applicable to (a) our right or duty to defend any claim, proceeding or suit against you and (b) your duties if injury occurs, apply without regard to the application of this endorsement.

We may pay "Allocated Loss Adjustment Expense" and any part or all of the Deductible to defend or toward settlement of any claim or suit, and upon notification of the action taken, you shall, as provided in paragraph B.2. of this endorsement, promptly reimburse us for the "Allocated Loss Adjustment Expense" and for such part of the Deductible as has been paid by us.

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**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**DEDUCTIBLE COVERAGE ENDORSEMENT**  
**(Including Allocated Loss Adjustment Expenses)**

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

**Workers Compensation and Employers Liability Policy**

**A. How This Endorsement Applies**

1. This endorsement applies to the insurance provided by:  
Part One (Workers Compensation Insurance)  
Part Two (Employers Liability Insurance) and  
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect or change the rights of others under the policy. Neither does it change our obligations under Part One, Part Two or Part Three of the policy.
3. We will promptly pay the benefits required of you by the Workers Compensation Law and all sums you legally must pay as damages for bodily injury to an employee of yours if the bodily injury is covered under the Employers Liability Insurance provided by this policy. We will also pay "Allocated Loss Adjustment Expense". You will reimburse us for any amounts paid, up to the Deductible stated below:

Coverage		Deductible
Bodily Injury by Accident	\$250,000	each accident
Bodily Injury by Disease	\$250,000	each employee
All Covered Bodily Injury	\$4,000,000	aggregate



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**B. How The Deductible Applies**

The Deductible applies as follows:

1. The Deductible stated as applicable to Each Accident applies to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", sustained as the result of any one accident.

Losses arising out of Bodily Injury by Disease, including death at any time resulting therefrom, sustained by any one employee shall be deemed to arise out of a single accident.

2. We will pay all loss amounts, including "Allocated Loss Adjustment Expense". You must reimburse us up to the Deductible within 30 days from the date we mail you notice that payment of amounts under the Deductible is due. Your failure to reimburse us may result in cancellation of coverage. We will provide 30 days notice of cancellation.

**C. How The Aggregate Deductible Limit Applies**

1. The total Deductible applicable to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", will not exceed the amount stated as Aggregate.
2. The Aggregate limit will not be reduced in the event that:
  - a) this endorsement is issued for a term of less than one year, or
  - b) the policy or this endorsement is canceled for any reason by you or by us before the policy period ends.

**D. Effect of Deductible on Limits of Liability**

As respects Part Two (Employers Liability Insurance) and any other coverages provided by endorsements to this policy which have limits of liability, any payment of damages and "Loss Adjustment Expense" reimbursable by you under the Deductible shall contribute to the exhaustion of the applicable limits of liability under this policy and such endorsements.

**E. Definition**

"Allocated Loss Adjustment Expense" means legal and other claim adjustment expense directly allocated by us to a specific claim, whether or not such claim involves litigation. "Allocated Loss Adjustment Expense" includes, but is not limited to, attorney fees and expenses (including staff attorneys employed by us and assigned to defend a claim or suit), the cost of legal proceedings; fees for witnesses, including expert witnesses; investigation fees, medical and other examinations made to determine the extent of the insured's liability; and other specific items of expense, such as medical records, and medical cost containment expenses, such as preferred provider expenses, hospital bill auditing costs, and medical fee scheduling costs and all other expenses directly allocable by us to a specific claim.



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Such expense shall not include the salaried expenses of employees involved in the adjustment of claims, other than those employees whose services can be directly allocated to the handling of a particular claim, including but not limited to, in-house rehabilitation nurses.

**F. Additional Conditions**

**1. Recovery From Others**

If we recover any payments made under this policy from anyone liable for the injury, we will apply the amount we recover on a per claim basis as follows:

- a) First, to any payments we made in excess of the deductible amount, and
- b) Then the remainder of such recovery, if any, will be applied to reduce the Deductible reimbursable by you, and then to the reduction of "Allocated Loss Adjustment Expense" reimbursable by you, in that order.

**2. Cancellation**

We may cancel your policy in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

**3. Experience Rating**

You understand that the experience data used to determine the experience rating for your policy is not affected by the full or partial reimbursement under the Deductible provisions of this policy.

**4. Your Additional Duties**

The first Named Insured shown in the Information Page agrees and is authorized to reimburse us for the Deductible and all "Allocated Loss Adjustment Expense" that we pay on behalf of any insured.

Each insured named in the policy is jointly and severally liable to reimburse us for all Deductible amounts payable under this policy and for "Allocated Loss Adjustment Expense".

**5. Other Rights and Duties**

All other terms of the policy including but not limited to, those applicable to (a) our right or duty to defend any claim, proceeding or suit against you and (b) your duties if injury occurs, apply without regard to the application of this endorsement.

We may pay "Allocated Loss Adjustment Expense" and any part or all of the Deductible to defend or toward settlement of any claim or suit, and upon notification of the action taken, you shall, as provided in paragraph B.2. of this endorsement, promptly reimburse us for the "Allocated Loss Adjustment Expense" and for such part of the Deductible as has been paid by us.

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**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**DEDUCTIBLE COVERAGE ENDORSEMENT**  
**(Including Allocated Loss Adjustment Expenses)**

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

**Workers Compensation and Employers Liability Policy**

**A. How This Endorsement Applies**

1. This endorsement applies to the insurance provided by:  
Part One (Workers Compensation Insurance)  
Part Two (Employers Liability Insurance) and  
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect or change the rights of others under the policy. Neither does it change our obligations under Part One, Part Two or Part Three of the policy.
3. We will promptly pay the benefits required of you by the Workers Compensation Law and all sums you legally must pay as damages for bodily injury to an employee of yours if the bodily injury is covered under the Employers Liability Insurance provided by this policy. We will also pay "Allocated Loss Adjustment Expense". You will reimburse us for any amounts paid, up to the Deductible stated below:

Coverage		Deductible
Bodily Injury by Accident	\$250,000	each accident
Bodily Injury by Disease	\$250,000	each employee
All Covered Bodily Injury	\$4,000,000	aggregate

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**B. How The Deductible Applies**

The Deductible applies as follows:

1. The Deductible stated as applicable to Each Accident applies to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", sustained as the result of any one accident.

Losses arising out of Bodily Injury by Disease, including death at any time resulting therefrom, sustained by any one employee shall be deemed to arise out of a single accident.

2. We will pay all loss amounts, including "Allocated Loss Adjustment Expense". You must reimburse us up to the Deductible within 30 days from the date we mail you notice that payment of amounts under the Deductible is due. Your failure to reimburse us may result in cancellation of coverage. We may apply any return premium to the deductible amounts due.

**C. How The Aggregate Deductible Limit Applies**

1. The total Deductible applicable to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", will not exceed the amount stated as Aggregate.
2. The Aggregate limit will not be reduced in the event that:
  - a) this endorsement is issued for a term of less than one year, or
  - b) the policy or this endorsement is canceled for any reason by you or by us before the policy period ends.

**D. Effect of Deductible on Limits of Liability**

As respects Part Two (Employers Liability Insurance) and any other coverages provided by endorsements to this policy which have limits of liability, any payment of damages and "Loss Adjustment Expense" reimbursable by you under the Deductible shall contribute to the exhaustion of the applicable limits of liability under this policy and such endorsements.

**E. Definition**

"Allocated Loss Adjustment Expense" means legal and other claim adjustment expense directly allocated by us to a specific claim, whether or not such claim involves litigation. "Allocated Loss Adjustment Expense" includes, but is not limited to, attorney fees and expenses (including staff attorneys employed by us and assigned to defend a claim or suit), the cost of legal proceedings; fees for witnesses, including expert witnesses; investigation fees, medical and other examinations made to determine the extent of the insured's liability; and other specific items of expense, such as medical records, and medical cost containment expenses, such as preferred provider expenses, hospital bill auditing costs, and medical fee scheduling costs and all other expenses directly allocable by us to a specific claim.

Such expense shall not include the salaried expenses of employees involved in the adjustment of claims, other than those employees whose services can be directly allocated to the handling of a particular claim, including but not limited to, in-house rehabilitation nurses.

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**F. Additional Conditions**

**1. Recovery From Others**

If we recover any payments made under this policy from anyone liable for the injury, we will apply the amount we recover on a per claim basis as follows:

- a) First, to any payments we made in excess of the deductible amount, and
- b) Then the remainder of such recovery, if any, will be applied to reduce the Deductible reimbursable by you, and then to the reduction of "Allocated Loss Adjustment Expense" reimbursable by you, in that order.

**2. Reimbursement**

If you fail to reimburse us for any amounts as required by this endorsement, we may cancel your policy in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

**3. Experience Rating**

You understand that the experience data used to determine the experience rating for your policy is not affected by the full or partial reimbursement under the Deductible provisions of this policy.

**4. Your Additional Duties**

The first Named Insured shown in the Information Page agrees and is authorized to reimburse us for the Deductible and all "Allocated Loss Adjustment Expense" that we pay on behalf of any insured.

Each insured named in the policy is jointly and severally liable to reimburse us for all Deductible amounts payable under this policy and for "Allocated Loss Adjustment Expense".

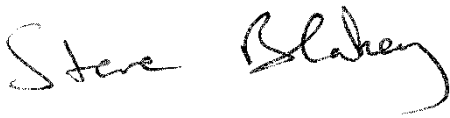
**5. Other Rights and Duties**

All other terms of the policy including but not limited to, those applicable to (a) our right or duty to defend any claim, proceeding or suit against you and (b) your duties if injury occurs, apply without regard to the application of this endorsement.

We may pay "Allocated Loss Adjustment Expense" and any part or all of the Deductible to defend or toward settlement of any claim or suit, and upon notification of the action taken, you shall, as provided in paragraph B.2. of this endorsement, promptly reimburse us for the "Allocated Loss Adjustment Expense" and for such part of the Deductible as has been paid by us.

Dallas, TX 1-866-519-2522

**Signed for STARR**



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**Steve Blakey, President and  
Chief Executive Officer**



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**Nehemiah E. Ginsburg, General Counsel and  
Secretary**

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**DEDUCTIBLE COVERAGE ENDORSEMENT**  
**(Including Allocated Loss Adjustment Expenses)**

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

**Workers Compensation and Employers Liability Policy**

**A. How This Endorsement Applies**

1. This endorsement applies to the insurance provided by:  
  
Part One (Workers Compensation Insurance)  
Part Two (Employers Liability Insurance) and  
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect or change the rights of others under the policy. Neither does it change our obligations under Part One, Part Two or Part Three of the policy.
3. We will promptly pay the benefits required of you by the Workers Compensation Law and all sums you legally must pay as damages for bodily injury to an employee of yours if the bodily injury is covered under the Employers Liability Insurance provided by this policy. We will also pay "Allocated Loss Adjustment Expense". You will reimburse us for any amounts paid, up to the Deductible stated below:

Coverage	Deductible	
Bodily Injury by Accident	\$250,000	each accident
Bodily Injury by Disease	\$250,000	each employee
All Covered Bodily Injury	\$4,000,000	aggregate

Dallas, TX 1-866-519-2522

**B. How The Deductible Applies**

The Deductible applies as follows:

1. The Deductible stated as applicable to Each Accident applies to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", sustained as the result of any one accident.

Losses arising out of Bodily Injury by Disease, including death at any time resulting there from, sustained by any one employee shall be deemed to arise out of a single accident.

2. We will pay all loss amounts, including "Allocated Loss Adjustment Expense". You must reimburse us up to the Deductible within 30 days from the date we mail you notice that payment of amounts under the Deductible is due. Your failure to reimburse us may result in cancellation of coverage. We may apply any return premium to the deductible amounts due.

**C. How The Aggregate Deductible Limit Applies**

1. The total Deductible applicable to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", will not exceed the amount stated as Aggregate.
2. The Aggregate limit will not be reduced in the event that:
  - a) this endorsement is issued for a term of less than one year, or
  - b) the policy or this endorsement is canceled for any reason by you or by us before the policy period ends.

**D. Effect of Deductible on Limits of Liability**

As respects Part Two (Employers Liability Insurance) and any other coverages provided by endorsements to this policy which have limits of liability, any payment of damages and "Loss Adjustment Expense" reimbursable by you under the Deductible shall contribute to the exhaustion of the applicable limits of liability under this policy and such endorsements.

**E. Definition**

"Allocated Loss Adjustment Expense" means legal and other claim adjustment expense directly allocated by us to a specific claim, whether or not such claim involves litigation. "Allocated Loss Adjustment Expense" includes, but is not limited to, attorney fees and expenses (including staff attorneys employed by us and assigned to defend a claim or suit), the cost of legal proceedings; fees for witnesses, including expert witnesses; investigation fees, medical and other examinations made to determine the extent of the insured's liability; and other specific items of expense, such as medical records, and medical cost containment expenses, such as preferred provider expenses, hospital bill auditing costs, and medical fee scheduling costs and all other expenses directly allocable by us to a specific claim.

Such expense shall not include the salaried expenses of employees involved in the adjustment of claims, other than those employees whose services can be directly allocated to the handling of a particular claim, including but not limited to, in-house rehabilitation nurses.



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**F. Additional Conditions**

**1. Recovery From Others**

If we recover any payments made under this policy from anyone liable for the injury, we will apply the amount we recover on a per claim basis as follows:

- a) First, to any payments we made in excess of the deductible amount, and
- b) Then the remainder of such recovery, if any, will be applied to reduce the Deductible reimbursable by you, and then to the reduction of "Allocated Loss Adjustment Expense" reimbursable by you, in that order.

**2. Cancellation**

We may cancel your policy in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

**3. Experience Rating**

You understand that the experience data used to determine the experience rating for your policy is not affected by the full or partial reimbursement under the Deductible provisions of this policy.

**4. Your Additional Duties**

The first Named Insured shown in the Information Page agrees and is authorized to reimburse us for the Deductible and all "Allocated Loss Adjustment Expense" that we pay on behalf of any insured.

Each insured named in the policy is jointly and severally liable to reimburse us for all Deductible amounts payable under this policy and for "Allocated Loss Adjustment Expense".

**5. Other Rights and Duties**

All other terms of the policy including but not limited to, those applicable to (a) our right or duty to defend any claim, proceeding or suit against you and (b) your duties if injury occurs, apply without regard to the application of this endorsement.

We may pay "Allocated Loss Adjustment Expense" and any part or all of the Deductible to defend or toward settlement of any claim or suit, and upon notification of the action taken, you shall, as provided in paragraph B.2. of this endorsement, promptly reimburse us for the "Allocated Loss Adjustment Expense" and for such part of the Deductible as has been paid by us.



Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**

**Effective Date: 04/01/2021**

**The Insured: FQSR, LLC. DBA KBP FOODS**

**DEDUCTIBLE COVERAGE ENDORSEMENT - OKLAHOMA**  
**(Including Allocated Loss Adjustment Expenses)**

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

**Workers Compensation and Employers Liability Policy**

**A. How This Endorsement Applies**

1. This endorsement applies to the insurance provided by:

Part One (Workers Compensation Insurance)  
Part Two (Employers Liability Insurance) and  
Part Three (Other States Insurance)

2. This endorsement applies between you and us. It does not affect or change the rights of others under the policy. Neither does it change our obligations under Part One, Part Two or Part Three of the policy.
3. We will promptly pay the benefits required of you by the Workers Compensation Law and all sums you legally must pay as damages for bodily injury to an employee of yours if the bodily injury is covered under the Employers Liability Insurance provided by this policy. We will also pay "Allocated Loss Adjustment Expense". You will reimburse us for any amounts paid, up to the Deductible stated below:

Coverage	Deductible	
Bodily Injury by Accident	\$250,000	each accident
Bodily Injury by Disease	\$250,000	each employee
All Covered Bodily Injury	\$4,000,000	aggregate

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**B. How The Deductible Applies**

The Deductible applies as follows:

1. The Deductible stated as applicable to Each Accident applies to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", sustained as the result of any one accident.

Losses arising out of Bodily Injury by Disease, including death at any time resulting there from, sustained by any one employee shall be deemed to arise out of a single accident.

2. We will pay all loss amounts, including "Allocated Loss Adjustment Expense". You must reimburse us up to the Deductible within 60 days from the date we mail you notice that payment of amounts under the Deductible is due. Your failure to reimburse us may result in cancellation of coverage. We may apply any return premium to the deductible amounts due.

**C. How The Aggregate Deductible Limit Applies**

1. The total Deductible applicable to all benefits and damages insured under this policy, including "Allocated Loss Adjustment Expense", will not exceed the amount stated as Aggregate.
2. The Aggregate limit will not be reduced in the event that:
  - a) this endorsement is issued for a term of less than one year, or
  - b) the policy or this endorsement is canceled for any reason by you or by us before the policy period ends.

**D. Effect of Deductible on Limits of Liability**

As respects Part Two (Employers Liability Insurance) and any other coverages provided by endorsements to this policy which have limits of liability, any payment of damages and "Loss Adjustment Expense" reimbursable by you under the Deductible shall not contribute to the exhaustion of the applicable limits of liability under this policy and such endorsements.

**E. Definition**

"Allocated Loss Adjustment Expense" means legal and other claim adjustment expense directly allocated by us to a specific claim, whether or not such claim involves litigation. "Allocated Loss Adjustment Expense" includes, but is not limited to, attorney fees and expenses (including staff attorneys employed by us and assigned to defend a claim or suit), the cost of legal proceedings; fees for witnesses, including expert witnesses; investigation fees, medical and other examinations made to determine the extent of the insured's liability; and other specific items of expense, such as medical records, and medical cost containment expenses, such as preferred provider expenses, hospital bill auditing costs, and medical fee scheduling costs and all other expenses directly allocable by us to a specific claim.

Such expense shall not include the salaried expenses of employees involved in the adjustment of claims, other than those employees whose services can be directly allocated to the handling of a particular claim, including but not limited to, in-house rehabilitation nurses.

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**F. Additional Conditions**

**1. Recovery From Others**

If we recover any payments made under this policy from anyone liable for the injury, we will apply the amount we recover on a per claim basis as follows:

- a) First, to any payments we made in excess of the deductible amount, and
- b) Then the remainder of such recovery, if any, will be applied to reduce the Deductible reimbursable by you, and then to the reduction of "Allocated Loss Adjustment Expense" reimbursable by you, in that order.

**2. Cancellation**

If you fail to reimburse us for any amounts as required by this endorsement, we may cancel your policy for nonpayment in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

**3. Experience Rating**

You understand that the experience data used to determine the experience rating for your policy is not affected by the full or partial reimbursement under the Deductible provisions of this policy.

**4. Your Additional Duties**

The first Named Insured shown in the Information Page agrees and is authorized to reimburse us for the Deductible and all "Allocated Loss Adjustment Expense" that we pay on behalf of any insured.

Each insured named in the policy is jointly and severally liable to reimburse us for all Deductible amounts payable under this policy and for "Allocated Loss Adjustment Expense".

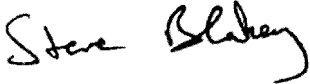
**5. Other Rights and Duties**

All other terms of the policy including but not limited to, those applicable to (a) our right or duty to defend any claim, proceeding or suit against you and (b) your duties if injury occurs, apply without regard to the application of this endorsement.

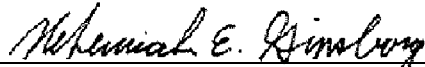
We may pay "Allocated Loss Adjustment Expense" and any part or all of the Deductible to defend or toward settlement of any claim or suit, and upon notification of the action taken, you shall, as provided in paragraph B.2. of this endorsement, promptly reimburse us for the "Allocated Loss Adjustment Expense" and for such part of the Deductible as has been paid by us.

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**Signed for STARR**



Steve Blakey, President and  
Chief Executive Officer



Nehemiah E. Ginsburg, General Counsel and  
Secretary

## **LARGE RISK RATING PLAN ENDORSEMENT**

**Plan Type:** One Year

**Policy Number:** 100 0004138

**Effective Date:** 04/01/2021

**Named Insured:** FQSR, LLC dba KBP Foods

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

### **PART I. GENERAL TERMS and CONDITIONS**

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II. The rates and the basic types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Services Charges on Fee Basis", Section 8 Taxes, Assessments and Surcharges", and any applicable items set forth in section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

### **Section 1. Premium Calculation**

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

A. **Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.

1. Subject Losses: The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of

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PART II and as identified as line items in Section 5, Item A of Part II.

2. Charges for Insurance Charge, Expenses and Profit: The second part of the *Subject Losses* that are identified as line items in Section 9, Item A of PART II.

The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it.

We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
- b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
  - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
  - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.

3. Tax/Assessment Divisor: One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.

- B. Total *Non-Subject Premium*: The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non- Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

## **Section 2. Schedule of Premium Adjustments**

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the

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calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

### **Section 3. Expected Total Cost**

In addition to *Final Premium*, you be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any Minimum Cost and Maximum Cost as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in section 9, Item C of PART II.

- A. **Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records,
- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records.

### **Section 4. Definitions**

- A. "*Aggregate Stop Amount*" means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section I of PART II, subject to any Aggregate Stop Limit.
- B. "*Aggregate Stop Limit*" means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C. "*Allocated Loss Adjustment Expenses*" or "*ALAE*", will include, but is not limited to, all fees for service of process and court costs and court expenses; pre- and post-judgment interests;



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attorneys' fees; cost of undercover operative and detective services; medical cost containment expenses; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or experience reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

ALAE will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART 11; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. Option A: Subject Loss includes all or a part of all ALAE such that Subject Loss will not exceed the applicable Retained Amount.
- b. Option B: Subject Loss includes 100% of all ALAE
- c. Option C: Subject Loss includes all or part of ALAE calculated according to the following formula:
  - i. If we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, Subject Loss under that claim will include all ALAE up to the applicable Retained Amount and a percentage of all ALAE in excess thereof. That percentage is shown in Section 3 of Part II under "Option C Excess %," or
  - ii. If we do incur an obligation to pay damages, benefit or indemnity under the policies because of a claim, Subject Loss under that claim will include all ALAE incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable Retained Amount, divided by the total amount of our obligation to pay damages or benefits.
- d. Option D: Subject Loss includes none of the ALAE.

- D. "*Basis*" will have the meaning(s) shown in Section 10 of PART II.
- E. "*Deductible Loss*" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.
- F. "*Final Premium*" means the premium for the insurance afforded under the policies described in Section 1 of PART II



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and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.

- G. *"Incurred Loss"* means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- H. *"Minimum Cost"* means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 PART II.
- I. *"Maximum Cost"* means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE* if applicable, described in Section 6 PART II.
- J. *"Non-Subject Premium"* means the premium not subject calculation of this endorsement.
- K. *"Reimbursable Loss"* means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II.
- L. *"Retained Amount"* means:
  - 1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
  - 2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*. Such amount is shown in Section 4 PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. *"Self-Insured Loss"* or *"SIR"* means any loss you incur under a Self-insured Retention of the policies described in Section I of PART II.
- N. *"Standard Premium"* means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
  - 1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications,

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Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:

- a. Any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
  - b. any discount for a Loss Reimbursement or Deductible.
  - c. Expense Constant.
2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:
- a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
  - b. any discount for a Loss Reimbursement or Deductible.
0. "Subject Loss" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
  2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.
- P. "Subject Premium" means the premium subject to retrospective adjustment on the basis described in Section 1. Paragraph A of this PART 1.

### **Section. 5 Exceptions and Changes**

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

### **Part II. Schedule of Policies and Rating Values**

Section 1. Application of this Endorsement

**RATING PERIOD:** This Endorsement applies to the beginning 04/01/2021 and ending 04/01/2022. The *Basis of Premium*, *Subject Losses*, *Self-Insured Losses*, *Minimum Cost*, *Maximum Cost*, Minimum Premiums and Estimated Premiums shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

- ☐ the first year of the Rating Period, or the
- ☒ **Entire** Rating Period.

#### **Policies:**

- ☒ This Endorsement applies to the policies described below, and to their replacements renewals effective during the Rating Period, or
- ☐ This Endorsement applies to the policies described below, and to their

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replacements Renewals, and all subcontractor policies issued under a Construction Project.

The Construction Project is described as follows: N/A

a. Workers' Compensation and Employers' Liability Insurance policies:

<b>100 0004138</b>	<b>100 0004139</b>	<b>100 0004140</b>	<b>100 0002094</b>
<b>100 0003952</b>			

b. Commercial General Liability policies:

<b>1000305095211</b>			

c. Automobile Liability Insurance policies

<b>SISIPCA08363211</b>			

d. Other Insurance policies (described)


Section 2. Premiums for insurance on risks in states described below will be determined in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
Statutory Workers Compensation and Employers Liability	AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV
Statutory Workers Compensation	IA, NC, NJ, NY, TN

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and Employers	
Statutory Workers Compensation and Employers Liability	FL
Statutory Workers Compensation and Employers Liability	TX
Statutory Workers Compensation and Employers Liability	WI

**Section 3. Allocated Loss Adjustment Expenses Options**

ALAE Option (enter ALAE Option A, B, C, OR D as applicable)	If ALAE Option C, enter Excess %	Applies to
Option A	%	WORKERS COMPENSATION
	%	
	%	
	%	
	%	

Section 4. Retained Amounts: ☒ applicable to all insureds or ☐ refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law-Insured States	\$250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Federal Law-Insured States	\$250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Self-Insured States	\$	Each Accident or each Person or Disease	
Employers Liability - Monopolistic States	\$250,000	Each Accident or each Person or Disease	

**Section 5. Forecast of Subject Losses**

We have shown our forecast of your *Subject Losses* below.

a. Reimbursable and deductible portion of covered <i>Incurred Losses (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)</i>	\$3,070,174
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b. All other covered *Subject Losses* (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)

**First Loss Valuation Date:** 10/1/2022 and annually thereafter until all claims are closed or mutually agreed upon as to value.

**Section 6. Minimum Cost and Maximum Cost**

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

**Item A. Minimum Cost.** ☐ *applicable, or* ☒ *not applicable*

**Line of Insurance:** N/A

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:				Adjustment Rate:	

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

**Exceptions:**

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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c. The following *Maximum Cost* itemization schedule applies:

**Item A. Maximum Cost.** ☐ *applicable, or* ☒ *not applicable*

**Line of Insurance:** \_\_\_\_\_

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 PART Two.

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:				Adjustment Rate:	

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in

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determining whether or when the *Minimum Cost* has been reached, except as described herein:

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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c. The following *Maximum Cost* itemization schedule applies:

**Section 7. Claims Service Charges**

☐ Charge shown in Section 9, Item A *Subject Premium* of PART II, or ☐ fee schedule described below.

The Claims Service Provider is Gallagher Bassett Services Inc.

**FEE SCHEDULE**

☐ If X'ed here, the following fee schedule applies:  
Claim Services Fee Schedule – Rates per Claimant

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
WC Medical Only	0.00	0	\$0
WC Other Than Medical	0.00	0	\$0
General Liability, Other Than Products	0.00	0	\$0
Auto Liability BI	0.00	0	\$0
Auto Liability PD	0.00	0	\$0
Auto Med Pay	0.00	0	\$0
Auto Physical Damage	0.00	0	\$0
Incident Reports	0.00	0	\$0
(Other)	0.00	0	\$0
	0.00	0	\$0
		Estimated total Rate-per Claimant Fee	

☐ If X'ed here, the following fee schedule applies:  
FEE SCHEDULE – Time and Expenses

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff	0.00	Hour	0	\$0
Adjuster	0.00	Hour	0	\$0
General Adjuster	0.00	Hour	0	\$0

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Heavy Equipment Appraiser	0.00	Hour	0	\$0
Auto-Damage Appraiser	0.00	Hour	0	\$0
Property Damage Appraiser	0.00	Hour	0	\$0
Supervisor	0.00	Hour	0	\$0
Examiner	0.00	Hour	0	\$0
Account Manager	0.00	Hour	0	\$0
Subcontracted Investigations and Appraisals	0.00	Hour	0	\$0
Clerical and Statistical Processing	0.00	Hour	0	\$0
Other Expenses, including	0.00	Hour	0	\$0
Telephone	0.00	Minute	0	\$0
Postage & Express Mail	0.00	Cost	0	\$0
Auto Mileage, Rental, Tools, Parking	0.00	Mile	0	\$0
Photocopies	0.00	Copy	0	\$0
Photography	0.00	Photo	0	\$0
Public Transportation	0.00	Cost	0	\$0
Overhead	0.00	Flat	0	\$0
Services Outside of USA	0.00			
Estimated Total Time and Expenses				
Estimated Total Claims Service Charges				

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**Section 8. Taxes and Assessments**

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Annual Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒

**Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section 1 of PART II during the first annual period of this Endorsement.

☐

**Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

(ENTER CHART HERE)



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Section 9. The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this PART II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period,

Item A. Subject Premium, part of Final Premium						
Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Work Comp Fixed Cost- States - AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV	0.3290	100	WC Payroll Excluding FL, IA, NC, NJ, NY, TN, TX, and WI	\$163,928,434	\$485,403	\$539,337
Estimated Total Subject Premiums						\$539,337
Item B. Subject Premium, part of Final Premium						
Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
General Liability- Excess	0.6034	1000	Sales	\$959,417,249	\$521,039	\$578,932
Auto Liability	Flat	N/A	N/A	N/A	\$12,189	\$12,189
LD Composite -IA, NY, NJ, NC TN	0.1271	100	WC Payroll (IA NC, NJ, NY, TN)	\$34,852,228	\$39,867	\$44,297
Large Deductible - FL	N/A	N/A	Audited Earned Premium	\$18,345,964	\$0	\$69,269
Large Deductible - TX	0.1270	100	WC Payroll (TX)	\$30,709,793	\$35,101	\$39,001
LRARO -WI	0.2866	100	WC Payroll (WI)	\$1,234,472	\$4,352	\$4,835
Estimated Total Non- Subject Premiums						\$748,523
Item C. Summary of Expected Total Cost						
Estimated Final Premium (Part A. plus Part B.)						\$1,287,860
Expected Reimbursable Losses and Deductible Losses and Self-Insured Losses and ALAE, if applicable						\$3,070,174
Minimum Cost from Section 6. If not applicable, show \$0						\$0
Maximum Cost						\$0

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from Section 6. If not applicable, show \$0						
Surcharges	0.0000	1		\$0	\$0	\$102,641
<b>Expected Total Cost</b>						<b>\$4,460,675</b>

#### Section 10. Basis of Premium:

**Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Board's manual rules, if applicable.

**Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

**Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will **mean** the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another, means the total number of such units that you sell during the term of such policies.

**Indemnity Losses:** means the total amount we have paid and have reserved for payment as Workers Compensation benefits other than Medical benefits under a policy described

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in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: ( ).

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Section 11. Exceptions

PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and *ALAE* to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following

- a) all *Subject Losses* that you must reimburse us for under any Loss reimbursement or Deductible terms applicable to the policy covering the Incurred Loss, and
  - b) such amounts as described in Section III below that you have paid as Self-Insured Losses.
2. Adjustment: If an Adjustment Rate and an Adjustment *Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the Adjustment Rate by the final Adjustment *Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
  3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section II. Aggregate Stop Limit

1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under and Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

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### Section III. Self-Insured Losses

*Self -Insured Losses:* Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions:

#### SCHEDULE

#### *Aggregate Stop Amount and Aggregate Stop Limit*

The *Aggregate Stop Amount* and *Aggregate Stop Limit* apply to the ☐ first year of, or entire Rating Period.

Line of Insurance: N/A

a. <i>Aggregate Stop Amount, adjustable on the Basis</i> and rate shown below						\$0
b. <i>Basis of Adjustment</i>		per	0	Estimated <i>Basis</i> Amount:		\$0
Adjustment Rate:						0
c. <i>Aggregate Stop Limit</i>						\$0

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## LARGE RISK RATING PLAN ENDORSEMENT - OKLAHOMA

Plan Type One Year

**Policy Number: 100 0004138**

**Effective Date: 04/01/2021**

**Named Insured: FQSR, LLC dba KBP Foods**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

### PART I. GENERAL TERMS and CONDITIONS

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II. The rates and the basic types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Services Charges on Fee Basis", Section 8 Taxes, Assessments and Surcharges", and any applicable items set forth in section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

#### Section 1. Premium Calculation

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

**A. Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.

1. **Subject Losses:** The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified as line items in Section 5, Item A of Part II.
2. **Charges for Insurance Charge, Expenses and Profit:** The second part of the *Subject Losses* that are identified as line items in Section 9, Item A of PART II.  
The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it.

We will apportion the entire amount of each such charge to each kind of insurance and

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state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
- b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
  - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
  - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.

3. Tax/Assessment Divisor: One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.

- B.** Total *Non-Subject Premium*: The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non-Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

## **Section 2.** Schedule of Premium Adjustments

- A.** The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B.** Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

## **Section 3.** Expected Total Cost

In addition to *Final Premium*, you be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any Minimum Cost and Maximum Cost as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in section 9, Item C of PART II.

- A. Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay

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for the *Subject Premium*

and, if applicable, *Non-Subject Premium, Reimbursable Losses, Deductible Losses, Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records,

- B. Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium, Reimbursable Losses, Deductible Losses, Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records.

#### **Section 4. Definitions**

- A.** “*Aggregate Stop Amount*” means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section I of PART II, subject to any Aggregate Stop Limit.
- B.** “*Aggregate Stop Limit*” means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C.** “*Allocated Loss Adjustment Expenses*” or “*ALAE*”, will include, but is not limited to, all fees for service of process and court costs and court expenses; pre- and post-judgment interests; attorneys’ fees; cost of undercover operative and detective services; medical cost containment expenses; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or experience reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

*ALAE* will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART 11; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

*ALAE* Option selected and shown in Section 3 of PART II is described below.

- a.** Option A: Subject Loss includes all or a part of all *ALAE* such that Subject Loss will not



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exceed the applicable Retained Amount.

- b. Option B: Subject Loss includes 100% of all ALAE
  - c. Option C: Subject Loss includes all or part of ALAE calculated according to the following formula:
    - i. If we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, Subject Loss under that claim will include all ALAE up to the applicable Retained Amount and a percentage of all ALAE in excess thereof. That percentage is shown in Section 3 of Part II under "Option C Excess %," or
    - ii. If we do incur an obligation to pay damages, benefit or indemnity under the policies because of a claim, Subject Loss under that claim will include all ALAE incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable Retained Amount, divided by the total amount of our obligation to pay damages or benefits.
  - d. Option D: Subject Loss includes none of the ALAE.
- D. "*Basis*" will have the meaning(s) shown in Section 10 of PART II.
- E. "*Deductible Loss*" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.
- F. "*Final Premium*" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.
- G. "*Incurred Loss*" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- H. "*Minimum Cost*" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and ALAE, if applicable, described in Section 6 PART II.
- I. "*Maximum Cost*" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and ALAE if applicable, described in Section 6 PART II.
- J. "*Non-Subject Premium*" means the premium not subject calculation of this endorsement.
- K. "*Reimbursable Loss*" means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II
- L. "*Retained Amount*" means:
- 1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the

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applicable policy; or

2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*. Such amount is shown in Section 4 PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M.** "*Self-Insured Loss*" or "*SIR*" means any loss you incur under a Self-insured Retention of the policies described in Section I of PART II.
- N.** "*Standard Premium*" means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
    - a. Any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
    - b. any discount for a Loss Reimbursement or Deductible.
    - c. Expense Constant.
  2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:
    - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
    - b. any discount for a Loss Reimbursement or Deductible.
- O.** "*Subject Loss*" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
  2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.
- P.** "*Subject Premium*" means the premium subject to retrospective adjustment on the basis described in Section 1. Paragraph A of this PART 1.

## **Section. 5** Exceptions and Changes

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this



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endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

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**Part II. Schedule of Policies and Rating Values**

**Section 1.** Application of this Endorsement

**RATING PERIOD:** This Endorsement applies to the beginning 04/01/2021 and ending 04/01/2022  
The *Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums* shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

- ☐ the first year of the Rating Period, or the  
☒ **entire** Rating Period.

**Policies:**

- ☒ This Endorsement applies to the policies described below, and to their replacements renewals effective during the Rating Period, or  
☐ This Endorsement applies to the policies described below, and to their replacements Renewals, and all subcontractor policies issued under a Construction Project.

The Construction Project is described as follows: N/A

**a.** Workers' Compensation and Employers' Liability Insurance policies:

<b>100 0004138</b>	<b>100 0004139</b>	<b>100 0004140</b>	<b>100 0002094</b>
<b>100 0003952</b>			

**b.** Commercial General Liability policies:

<b>1000305095211</b>			

**c.** Automobile Liability Insurance policies:

<b>SISIPCA08363211</b>			

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d. Other Insurance policies (described):


**Section 2.** Premiums for insurance on risks in states described below will be determined in accordance in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
Statutory Workers Compensation and Employers Liability	AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV
Statutory Workers Compensation and Employers Liability	IA, NC, NJ, NY, TN
Statutory Workers Compensation and Employers Liability	FL
Statutory Workers Compensation and Employers Liability	TX
Statutory Workers Compensation and Employers Liability	WI

**Section 3.** *Allocated Loss Adjustment Expenses Options*

ALAE Option (enter ALAE Option A, B, C, OR D as applicable)	If ALAE Option C, enter Excess %	Applies to
A	%	WORKERS COMPENSATION
	%	
	%	
	%	
	%	

**Section 4.** Retained Amounts: ☒ applicable to all insureds or ☐ refer to Extension Schedule

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Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Federal Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Self-Insured States	\$	Each Accident or each Person or Disease	
Employers Liability - Monopolistic States	\$ 250,000	Each Accident or each Person or Disease	

**Section 5. Forecast of Subject Losses**

We have shown our forecast of your *Subject Losses* below.

a. Reimbursable and deductible portion of covered <i>Incurred Losses</i> (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$ 3,070,174
b. All other covered <i>Subject Losses</i> (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$

**First Loss Valuation Date: 10/01/2022** and annually thereafter until all claims are closed or mutually agreed upon as to value.

**Section 6. Minimum Cost and Maximum Cost**

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

**Item A. Minimum Cost.** ☐ **applicable, or** ☒ **not applicable**

**Line of Insurance:** N/A

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:					Adjustment Rate:

**b** *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has

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been reached, except as described herein:

**Exceptions:**

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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c. The following *Minimum Cost* itemization schedule applies:

Item A. *Minimum Cost*. ☐ *applicable, or* ☒ *not applicable*

Line of Insurance: \_\_\_\_\_

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 PART Two.

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:				Adjustment Rate:	

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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c.. The following *Maximum Cost* itemization schedule applies:

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**Section 7. Taxes and Assessments**

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Annual Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒ **Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section 1 of PART II during the first annual period of this Endorsement.

☐ **Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

(ENTER CHART HERE)



**Section 8.** The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this PART II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period,

Item A. Subject Premium, part of Final Premium						
Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Work Comp Fixed Cost - States –AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV	0.3290	100	WC Payroll Excluding FL, IA, NC, NJ, NY, TN, TX, and WI	\$163,928,434	\$485,403	\$539,337
Estimated Total Subject Premiums						\$539,337
Item B. Subject Premium, part of Final Premium						
Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
General Liability Excess	0.6034	1000	Sales	\$959,417,249	\$521,039	\$578,932
Auto Liability	Flat	N/A	N/A	N/A	\$12,189	\$12,189
LD Composite –IA, NC, NJ, NY, TN	0.1271	100	WC Payroll (IA, NC, NJ, NY, TN)	\$34,852,228	\$39,867	\$44,297
Large Deductible –FL	N/A	N/A	Audit Earned Premium	\$18,345,964	\$0	\$69,269
Large Deductible - TX	0.1270	100	WC Payroll (TX)	\$30,709,793	\$35,101	\$39,001
LRARO-WI	0.2866	100	WC Payroll (WI)	\$1,234,472	\$4,352	\$4,835
Estimated Total Non- Subject Premiums						\$748,523
Item C. Summary of Expected Total Cost						
Estimated Final Premium (Part A. plus Part B.)						\$1,287,860
Expected Reimbursable Losses and Deductible Losses and Self-Insured Losses and ALAE, if applicable						\$3,070,174
Minimum Cost from Section 6. If not applicable, show \$0						\$0
Surcharges	0.0000	1		\$0	\$0	\$102,641
Expected Total Cost						\$4,460,675

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**Section 9. Basis of Premium:**

**Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the Oklahoma manual rules, if applicable.

**Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

**Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will **mean** the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another, means the total number of such units that you sell during the term of such policies.

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**Indemnity Losses:** means the total amount we have paid and have reserved for payment as Workers Compensation benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: ( )

**Section 10.** Exceptions:

### **PART III. AGGREGATE STOP**

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

#### **Section I.** Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and *ALAE* to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following

- a) all *Subject Losses* that you must reimburse us for under any Loss reimbursement or Deductible terms applicable to the policy covering the Incurred Loss, and
  - b) such amounts as described in Section III below that you have paid as Self-Insured Losses.
2. Adjustment: If an Adjustment Rate and an Adjustment *Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the Adjustment Rate by the final Adjustment *Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
  3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

#### **Section 2.** Aggregate Stop Limit

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1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under and Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

**Section 3. Self-Insured Losses**

*Self -Insured Losses:* Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions:

**SCHEDULE**

*Aggregate Stop Amount and Aggregate Stop Limit*

The *Aggregate Stop Amount* and *Aggregate Stop Limit* apply to the ☐ first year of, or ☐ entire Rating Period.

Line of Insurance \_\_\_\_\_ N/A \_\_\_\_\_

a. <i>Aggregate Stop Amount, adjustable on the Basis</i> and rate shown below					\$0
b. <i>Basis of Adjustment</i>		per		Estimated <i>Basis</i> Amount:	\$0
Adjustment Rate:					0
c. <i>Aggregate Stop Limit</i>					\$0

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## ILLINOIS LARGE RISK RATING PLAN ENDORSEMENT

Plan Type One Year

**Policy Number: 100 0004138**

**Effective Date: 04/01/2021**

**Named Insured: FQSR, LLC dba KBP Foods**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

### PART I. GENERAL TERMS and CONDITIONS

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II. The rates and the basic types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Services Charges on Fee Basis", Section 8 Taxes, Assessments and Surcharges", and any applicable items set forth in section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

#### Section 1. Premium Calculation

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

A. **Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.

1. Subject Losses: The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified as line items in Section 5, Item A of Part II.
2. Charges for Insurance Charge, Expenses and Profit: The second part of the *Subject Losses* that are identified as line items in Section 9, Item A of PART II. The entire estimated amount of each such charge can be found in Section 9,

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Item A of PART II subject to any applicable Minimum Premium shown for it. We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
- b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
  - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
  - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.

3. Tax/Assessment Divisor: One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.

- B. *Total Non-Subject Premium*: The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non- Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

### **Section 2. Schedule of Premium Adjustments**

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

### **Section 3. Expected Total Cost**

In addition to *Final Premium*, you be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any Minimum Cost and Maximum Cost as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in section 9, Item C of PART II.

- A. **Minimum Cost**: If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis* of Adjustment as determined by our final audit of your books and records,

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Self-Insured Retention do not apply to workers compensation policies in Illinois.

- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis* of Adjustment as determined by our final audit of your books and records.

Self-Insured Retention do not apply to workers compensation policies in Illinois.

#### **Section 4. Definitions**

- A. "*Aggregate Stop Amount*" means the maximum amount of benefits, damages and ALAE payable by you for losses under the policies described in Section I of PART II, subject to any Aggregate Stop Limit.
- B. "*Aggregate Stop Limit*" means the maximum amount of benefits, damages and ALAE above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C. "*Allocated Loss Adjustment Expenses*" or "*ALAE*", will include, but is not limited to, all fees for service of process and court costs and court expenses; pre- and post-judgment interests; attorneys' fees; cost of undercover operative and detective services; medical cost containment expenses; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or experience reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

*ALAE* will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART 11; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. Option A: Subject Loss includes all or a part of all ALAE such that Subject Loss will not exceed the applicable Retained Amount.
- b. Option B: Subject Loss includes 100% of all ALAE
- c. Option C: Subject Loss includes all or part of ALAE calculated according to the following formula:
  - i. If we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, Subject Loss under that claim will include all ALAE up to the applicable Retained Amount and a percentage of all



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ALAE in excess thereof. That percentage is shown in Section 3 of Part II under "Option C Excess %," or

- ii. If we do incur an obligation to pay damages, benefit or indemnity under the policies because of a claim, Subject Loss under that claim will include all ALAE incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable Retained Amount, divided by the total amount of our obligation to pay damages or benefits.

d. Option D: Subject Loss includes none of the ALAE.

D. "*Basis*" will have the meaning(s) shown in Section 10 of PART II.

E. "*Deductible Loss*" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.

F. "*Final Premium*" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.

G. "*Incurred Loss*" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

H. "*Minimum Cost*" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and ALAE, if applicable, described in Section 6 PART II.

I. "*Maximum Cost*" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and ALAE if applicable, described in Section 6 PART II.

J. "*Non-Subject Premium*" means the premium not subject calculation of this endorsement.

K. "*Reimbursable Loss*" means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II

L. "*Retained Amount*" means:

- 1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or



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2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*. Such amount is shown in Section 4 PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. "*Self-Insured Loss*" or "*SIR*" means any loss you incur under a Self-insured Retention of the policies described in Section I of PART II.
- N. "*Standard Premium*" means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
    - a. Any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
    - b. any discount for a Loss Reimbursement or Deductible.
    - c. Expense Constant.
  2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:
    - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
    - b. any discount for a Loss Reimbursement or Deductible.
- O. "Subject Loss" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
  2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.
- P. "*Subject Premium*" means the premium subject to retrospective adjustment on the basis described in Section 1. Paragraph A of this PART 1.

### **Section. 5 Exceptions and Changes**

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

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**Part II. Schedule of Policies and Rating Values**

Section 1. Application of this Endorsement

**RATING PERIOD:** This Endorsement applies to the beginning 04/01/2021 and ending 04/01/2022

The *Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums* shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

- ☐ the first year of the Rating Period, or the  
☒ **entire** Rating Period.

**Policies:**

- ☒ This Endorsement applies to the policies described below, and to their replacements renewals effective during the Rating Period, or  
☐ This Endorsement applies to the policies described below, and to their replacements Renewals, and all subcontractor policies issued under a Construction Project.

The Construction Project is described as follows: N/A

a. Workers' Compensation and Employers' Liability Insurance policies:

<b>100 0004138</b>	<b>100 0004139</b>	<b>100 0004140</b>	<b>100 0002094</b>
<b>100 0003952</b>			

b. Commercial General Liability policies:

<b>1000305095211</b>			

c. Automobile Liability Insurance policies

<b>SISIPCA08363211</b>			

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d. Other Insurance policies (described)


Section 2. Premiums for insurance on risks in states described below will be determined in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
Statutory Workers Compensation and Employers Liability	AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV
Statutory Workers Compensation and Employers Liability	IA, NC, NJ, NY, TN
Statutory Workers Compensation and Employers Liability	FL
Statutory Workers Compensation and Employers Liability	TX
Statutory Workers Compensation and Employers Liability	WI

Section 3. *Allocated Loss Adjustment Expenses Options*

ALAE Option (enter ALAE Option A, B, C, OR D as applicable)	If ALAE Option C, enter Excess %	Applies to
A	%	WORKERS COMPENSATION
	%	
	%	
	%	
	%	

Section 4. *Retained Amounts:* ☒ applicable to all insureds or ☐ refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law-	\$ 250,000	Each Accident or each Person or	

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Insured States		Disease	
Workers Compensation and Employers Liability under Federal Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Self-Insured States	\$	Each Accident or each Person or Disease	
Employers Liability - Monopolistic States	\$ 250,000	Each Accident or each Person or Disease	

### Section 5. Forecast of *Subject Losses*

We have shown our forecast of your *Subject Losses* below.

a. Reimbursable and deductible portion of covered <i>Incurred Losses</i> (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$ 3,070,174
b. All other covered <i>Subject Losses</i> (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$

**First Loss Valuation Date:** 10/01/2022 and annually thereafter until all claims are closed or mutually agreed upon as to value.

### Section 6. *Minimum Cost and Maximum Cost*

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

Item A. *Minimum Cost*. ☐ *applicable*, or ☒ *not applicable*

Line of Insurance: N/A

a. <i>Minimum Cost</i> , adjustable on the Basis and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated Basis amount:				Adjustment Rate:	

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

**Exceptions:**

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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iii. The following *Minimum Cost* itemization schedule applies:

**Item A. Minimum Cost.** ☐ **applicable, or** ☒ **not applicable**

**Line of Insurance:** \_\_\_\_\_

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 PART Two.

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:		Adjustment Rate:			

b *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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iv. The following *Maximum Cost* itemization schedule applies:

**Section 7. Claims Service Charges**

☒ Charge shown in Section 9, Item A *Subject Premium* of PART II, or ☐ fee schedule described below.

The Claims Service Provider is Gallagher Bassett Services Inc.

**FEE SCHEDULE**

☐ If X'ed here, the following fee schedule applies:

**Claim Services Fee Schedule – Rates per Claimant**

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
WC Medical Only	0.00	0	\$0
WC Other Than Medical	0.00	0	\$0
General Liability, Other Than Products	0.00	0	\$0
Auto Liability BI	0.00	0	\$0
Auto Liability PD	0.00	0	\$0
Auto Med Pay	0.00	0	\$0
Auto Physical Damage	0.00	0	\$0
Incident Reports	0.00	0	\$0

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(Other)	0.00	0	\$0
	0.00	0	\$0
	Estimated total Rate-per Claimant Fee		

☐ If X'ed here, the following fee schedule applies:

**FEE SCHEDULE – Time and Expenses**

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff	0.00	Hour	0	\$0
Adjuster	0.00	Hour	0	\$0
General Adjuster	0.00	Hour	0	\$0
Heavy Equipment Appraiser	0.00	Hour	0	\$0
Auto-Damage Appraiser	0.00	Hour	0	\$0
Property Damage Appraiser	0.00	Hour	0	\$0
Supervisor	0.00	Hour	0	\$0
Examiner	0.00	Hour	0	\$0
Account Manager	0.00	Hour	0	\$0
Subcontracted Investigations and Appraisals	0.00	Hour	0	\$0
Clerical and Statistical Processing	0.00	Hour	0	\$0
Other Expenses, including	0.00	Hour	0	\$0
Telephone	0.00	Minute	0	\$0
Postage & Express Mail	0.00	Cost	0	\$0
Auto Mileage, Rental, Tools, Parking	0.00	Mile	0	\$0
Photocopies	0.00	Copy	0	\$0
Photography	0.00	Photo	0	\$0
Public Transportation	0.00	Cost	0	\$0
Overhead	0.00	Flat	0	\$0
Services Outside of USA	0.00			
Estimated Total Time and Expenses				
Estimated Total Claims Service Charges				

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**Section 8. Taxes and Assessments**

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Annual Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒ **Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section 1 of PART II during the first annual period of this Endorsement.

☐ **Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

(ENTER CHART HERE)

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Section 9. The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this PART II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period,

Item A. Subject Premium, part of Final Premium						
Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Work Comp Fixed Cost - States –AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV	0.3290	100	WC Payroll Excluding FL, IA, NC, NJ, NY, TN, TX, and WI	\$163,928,434	\$485,403	\$539,337
Estimated Total Subject Premiums						\$539,337
Item B. Subject Premium, part of Final Premium						
Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
General Liability Excess	0.6034	1000	Sales	\$959,417,249	\$521,039	\$578,932
Auto Liability	Flat	N/A	N/A	N/A	\$12,189	\$12,189
LD Composite – IA, NC, NJ, NY, TN	0.1271	100	WC Payroll (IA,NC,NJ ,NY,TN)	\$34,852,228	\$39,867	\$44,297
Large Deductible –FL	NA	N/A	Audit Earned Premium	\$18,345,964	\$0	\$69,269
Large Deductible –TX	0.1270	100	WC Payroll (TX)	\$30,709,793	\$35,101	\$39,001
LRARO- WI	0.2866	100	WC Payroll (WI)	\$1,234,472	\$4,352	\$4,835
Estimated Total Non- Subject Premiums						\$748,523
Estimated Final Premium (Part A. plus Part B.)						\$1,287,860



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Expected <i>Reimbursable Losses</i> and <i>Deductible Losses</i> and <i>Self-Insured Losses</i> and ALAE, if applicable						\$3,070,174
Minimum Cost from Section 6. If not applicable, show \$0						\$0
Surcharges	0.0000	1		\$0	\$0	\$102,641
Expected Total Cost						\$4,460,675

#### Section 10. Basis of Premium:

**Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Board's manual rules, if applicable.

**Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

**Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will **mean** the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another, means the total number of such units that you sell during the term of such policies.

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**Indemnity Losses:** means the total amount we have paid and have reserved for payment as Workers Compensation benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: ( )

#### Section 11. Exceptions

##### PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

##### Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and *ALAE* to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following

- a) all *Subject Losses* that you must reimburse us for under any Loss reimbursement or Deductible terms applicable to the policy covering the Incurred Loss, and
  - b) such amounts as described in Section III below that you have paid as Self-Insured Losses.
2. Adjustment: If an Adjustment Rate and an Adjustment *Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the Adjustment Rate by the final Adjustment *Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
  3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

##### Section II. Aggregate Stop Limit

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1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under and Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

### Section III. Self-Insured Losses

*Self -Insured Losses:* Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions:

### SCHEDULE

#### *Aggregate Stop Amount and Aggregate Stop Limit*

The *Aggregate Stop Amount* and *Aggregate Stop Limit* apply to the ☐ first year of, or ☐ entire Rating Period.

Line of Insurance \_\_\_\_\_ N/A \_\_\_\_\_

a. <i>Aggregate Stop Amount, adjustable on the Basis</i> and rate shown below					\$0
b. <i>Basis of Adjustment</i>		per	0	Estimated <i>Basis</i> Amount:	\$0
Adjustment Rate:					0
c. <i>Aggregate Stop Limit</i>					\$0

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## **LOUISIANA LARGE RISK RATING PLAN ENDORSEMENT**

Plan Type One Year

**Policy Number: 100 0004138**

**Effective Date: 04/01/2021**

**Named Insured: FQSR, LLC dba KBP Foods**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

### **PART I. GENERAL TERMS and CONDITIONS**

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II. The rates and the basic types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Services Charges on Fee Basis", Section 8 Taxes, Assessments and Surcharges", and any applicable items set forth in section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

#### **Section 1. Premium Calculation**

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

- A. **Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.
1. **Subject Losses:** The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified as line items in Section 5, Item A of Part II.

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2. Charges for Insurance Charge, Expenses and Profit: The second part of the *Subject Losses* that are identified as line items in Section 9, Item A of PART II. The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it. We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:
    - a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
    - b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
      - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
      - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.
  3. Tax/Assessment Divisor: One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.
- B. *Total Non-Subject Premium*: The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non- Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

### **Section 2. Schedule of Premium Adjustments**

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

### **Section 3. Expected Total Cost**

In addition to *Final Premium*, you be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any Minimum Cost and Maximum Cost as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in section 9, Item C of PART II.

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- A. **Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records,
- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records.

#### **Section 4. Definitions**

- A. "*Aggregate Stop Amount*" means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section I of PART II, subject to any Aggregate Stop Limit.
- B. "*Aggregate Stop Limit*" means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C. "*Allocated Loss Adjustment Expenses*" or "*ALAE*", will include, but is not limited to, all fees for service of process and court costs and court expenses; pre- and post-judgment interests; attorneys' fees; cost of undercover operative and detective services; medical cost containment expenses; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or experience reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

*ALAE* will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART 11; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.



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ALAE Option selected and shown in Section 3 of PART II is described below.

- a. Option A: Subject Loss includes all or a part of all ALAE such that Subject Loss will not exceed the applicable Retained Amount.
- b. Option B: Subject Loss includes 100% of all ALAE
- c. Option C: Subject Loss includes all or part of ALAE calculated according to the following formula:
  - i. If we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, Subject Loss under that claim will include all ALAE up to the applicable Retained Amount and a percentage of all ALAE in excess thereof. That percentage is shown in Section 3 of Part II under "Option C Excess %," or
  - ii. If we do incur an obligation to pay damages, benefit or indemnity under the policies because of a claim, Subject Loss under that claim will include all ALAE incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable Retained Amount, divided by the total amount of our obligation to pay damages or benefits.

- d. Option D: Subject Loss includes none of the ALAE.

D. "*Basis*" will have the meaning(s) shown in Section 10 of PART II.

E. "*Deductible Loss*" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.

F. "*Final Premium*" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.

G. "*Incurred Loss*" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

H. "*Minimum Cost*" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and ALAE, if applicable, described in Section 6 PART II.

I. "*Maximum Cost*" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and ALAE if applicable, described in Section 6 PART II.

J. "*Non-Subject Premium*" means the premium not subject calculation of this endorsement.

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- K. "*Reimbursable Loss*" means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II
- L. "*Retained Amount*" means:
1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
  2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*. Such amount is shown in Section 4 PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. "*Self-Insured Loss*" or "*SIR*" means any loss you incur under a Self-insured Retention of the policies described in Section I of PART II.
- N. "*Standard Premium*" means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
    - a. Any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
    - b. any discount for a Loss Reimbursement or Deductible.
    - c. Expense Constant.
  2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:
    - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
    - b. any discount for a Loss Reimbursement or Deductible.
- O. "*Subject Loss*" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
  2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.
- P. "*Subject Premium*" means the premium subject to retrospective adjustment on the



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basis described in Section 1. Paragraph A of this PART 1.

### Section. 5 Exceptions and Changes

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

### Part II. Schedule of Policies and Rating Values

Section 1. Application of this Endorsement

**RATING PERIOD:** This Endorsement applies to the beginning 04/01/2021 and ending 04/01/2022

The *Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums* shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

- ☐ the first year of the Rating Period, or the  
☒ **entire** Rating Period.

#### Policies:

- ☒ This Endorsement applies to the policies described below, and to their replacements renewals effective during the Rating Period, or  
☐ This Endorsement applies to the policies described below, and to their replacements **Renewals**, and all subcontractor policies issued under a Construction Project.

The Construction Project is described as follows: N/A

a. Workers' Compensation and Employers' Liability Insurance policies:

100 0004138	100 0004139	100 0004140	100 0002094
100 0003952			

b. Commercial General Liability policies:

1000305095211			

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c. Automobile Liability Insurance policies

<b>SISIPCA08363211</b>			

d. Other Insurance policies (described)


Section 2. Premiums for insurance on risks in states described below will be determined in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
Statutory Workers Compensation and Employers Liability	AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV
Statutory Workers Compensation and Employers Liability	IA, NC, NJ, NY, TN
Statutory Workers Compensation and Employers Liability	FL
Statutory Workers Compensation and Employers Liability	TX
Statutory Workers Compensation and Employers Liability	WI

Section 3. *Allocated Loss Adjustment Expenses Options*

ALAE Option (enter ALAE Option A, B, C, OR D as applicable)	If ALAE Option C, enter Excess %	Applies to
A	%	WORKERS COMPENSATION
	%	
	%	
	%	
	%	

Section 4. *Retained Amounts:* ☒ applicable to all insureds or ☐ refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			

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Workers Compensation and Employers Liability under State Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Federal Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Self-Insured States	\$	Each Accident or each Person or Disease	
Employers Liability - Monopolistic States	\$ 250,000	Each Accident or each Person or Disease	

### Section 5. Forecast of *Subject Losses*

We have shown our forecast of your *Subject Losses* below.

a. Reimbursable and deductible portion of covered <i>Incurred Losses</i> (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$ 3,070,174
b. All other covered <i>Subject Losses</i> (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$

**First Loss Valuation Date:** 10/01/2022 and annually thereafter until all claims are closed or mutually agreed upon as to value.

### Section 6. *Minimum Cost and Maximum Cost*

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

**Item A. *Minimum Cost*.** ☐ *applicable*, or ☒ *not applicable*

**Line of Insurance:** N/A

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and <i>Rate</i> shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:				Adjustment Rate:	

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

**Exceptions:**

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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a. The following *Minimum Cost* itemization schedule applies:

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Item A. *Minimum Cost.* ☐ *applicable, or* ☒ *not applicable*

Line of Insurance: \_\_\_\_\_

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 PART Two.

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:					Adjustment Rate:

b *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
--	----

c. The following *Maximum Cost* itemization schedule applies:

#### Section 7. Claims Service Charges

☒ Charge shown in Section 9, Item A *Subject Premium* of PART II, or ☐ fee schedule described below.

The Claims Service Provider is Gallagher Bassett Services Inc.

#### FEE SCHEDULE

☐ If X'ed here, the following fee schedule applies:

##### Claim Services Fee Schedule – Rates per Claimant

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
WC Medical Only	0.00	0	\$0
WC Other Than Medical	0.00	0	\$0
General Liability, Other Than Products	0.00	0	\$0
Auto Liability BI	0.00	0	\$0
Auto Liability PD	0.00	0	\$0
Auto Med Pay	0.00	0	\$0
Auto Physical Damage	0.00	0	\$0
Incident Reports	0.00	0	\$0
(Other)	0.00	0	\$0
	0.00	0	\$0

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	Estimated total Rate-per	
	Claimant Fee	

☐

If X'ed here, the following fee schedule applies:

**FEE SCHEDULE – Time and Expenses**

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff	0.00	Hour	0	\$0
Adjuster	0.00	Hour	0	\$0
General Adjuster	0.00	Hour	0	\$0
Heavy Equipment Appraiser	0.00	Hour	0	\$0
Auto-Damage Appraiser	0.00	Hour	0	\$0
Property Damage Appraiser	0.00	Hour	0	\$0
Supervisor	0.00	Hour	0	\$0
Examiner	0.00	Hour	0	\$0
Account Manager	0.00	Hour	0	\$0
Subcontracted Investigations and Appraisals	0.00	Hour	0	\$0
Clerical and Statistical Processing	0.00	Hour	0	\$0
Other Expenses, including	0.00	Hour	0	\$0
Telephone	0.00	Minute	0	\$0
Postage & Express Mail	0.00	Cost	0	\$0
Auto Mileage, Rental, Tools, Parking	0.00	Mile	0	\$0
Photocopies	0.00	Copy	0	\$0
Photography	0.00	Photo	0	\$0
Public Transportation	0.00	Cost	0	\$0
Overhead	0.00	Flat	0	\$0
Services Outside of USA	0.00			
Estimated Total Time and Expenses				
Estimated Total Claims Service Charges				

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**Section 8. Taxes and Assessments**

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Annual Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒ **Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section 1 of PART II during the first annual period of this Endorsement.

☐ **Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

(ENTER CHART HERE)

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Section 9. The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this PART II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period,

Item A. Subject Premium, part of Final Premium						
Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Work Comp Fixed Cost-States- AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV	0.3290	100	WC Payroll Excluding FL, IA, NC, NJ, NY, TN, TX and WI	\$163,928,434	\$485,403	\$539,337
Estimated Total Subject Premiums						\$539,337
Item B. Subject Premium, part of Final Premium						
Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
General Liability Excess	0.6034	1000	Sales	\$959,417,249	\$521,039	\$578,932
Auto Liability	Flat	N/A	N/A	N/A	\$12,189	\$12,189
LD Composite –IA, NC, NJ, NY, TN	0.1271	100	WC Payroll (IA, NC, NJ, NY, TN)	\$34,852,228	\$39,867	\$44,297
Large Deductible- FL	N/A	N/A	Audit Earned Premium	\$18,345,964	\$0	\$69,269
Large Deductible – TX	0.1270	100	WC Payroll (TX)	\$30,709,793	\$35,101	\$39,001
LRARO- WI	0.2866	100	WC Payroll (WI)	\$1,234,472	\$4,352	\$4,835
Estimated Total Non- Subject Premiums						\$748,523
Item C. Summary of Expected Total Cost						
Estimated Final Premium (Part A. plus Part B.)						\$1,287,860

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Expected <i>Reimbursable Losses</i> and <i>Deductible Losses</i> and <i>Self-Insured Losses</i> and ALAE, if applicable						\$3,070,174
<i>Minimum Cost</i> from Section 6. If not applicable, show \$0						\$0
Surcharges	0.0000	1		\$0	\$0	\$102,641
Expected Total Cost						\$4,460,675

#### Section 10. Basis of Premium:

**Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Board's manual rules, if applicable.

**Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

**Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will **mean** the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another, means the total number of such units that you sell during the term of such policies.



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**Indemnity Losses:** means the total amount we have paid and have reserved for payment as Workers Compensation benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: ( )

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## Section 11. Exceptions

### PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

#### Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and *ALAE* to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following

- a) all *Subject Losses* that you must reimburse us for under any Loss reimbursement or Deductible terms applicable to the policy covering the Incurred Loss, and
  - b) such amounts as described in Section III below that you have paid as Self-Insured Losses.
2. Adjustment: If an Adjustment Rate and an Adjustment *Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the Adjustment Rate by the final Adjustment *Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
  3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

#### Section II. Aggregate Stop Limit

1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under and Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

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Section III. Self-Insured Losses

*Self -Insured Losses:* Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions:

SCHEDULE

*Aggregate Stop Amount and Aggregate Stop Limit*

The *Aggregate Stop Amount* and *Aggregate Stop Limit* apply to the ☐ first year of, or ☐ entire Rating Period.

Line of Insurance \_\_\_\_\_ N/A \_\_\_\_\_

a. <i>Aggregate Stop Amount, adjustable on the Basis</i> and rate shown below					\$0
b. <i>Basis of Adjustment</i>		per	0	Estimated <i>Basis</i> Amount:	\$0
Adjustment Rate:					0
c. <i>Aggregate Stop Limit</i>					\$0

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## LARGE RISK RATING PLAN ENDORSEMENT

Plan Type One Year

**Policy Number: 100 0004138**

**Effective Date: 04/01/2021**

**Named Insured: FQSR, LLC dba KBP Foods**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

### **PART I. GENERAL TERMS and CONDITIONS**

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II. The rates and the basic types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Services Charges on Fee Basis", Section 8 Taxes, Assessments and Surcharges", and any applicable items set forth in section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

#### **Section 1. Premium Calculation**

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

**A. Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.

1. **Subject Losses:** The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified as line items in Section 5, Item A of Part II.
2. **Charges for Insurance Charge, Expenses and Profit:** The second part of the *Subject Losses* that are identified as line items in Section 9, Item A of PART II. The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it. We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

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- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
  - b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
    - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
    - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.
3. Tax/Assessment Divisor: One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.
- B. *Total Non-Subject Premium*: The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non- Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

### **Section 2. Schedule of Premium Adjustments**

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

### **Section 3. Expected Total Cost**

In addition to *Final Premium*, you be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any Minimum Cost and Maximum Cost as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in section 9, Item C of PART II.

- A. **Minimum Cost**: If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis of Adjustment* as determined by our final audit of your books and records,
- B. **Maximum Cost**: If a *Maximum Cost* is applicable, that amount is the maximum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of

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PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis* of Adjustment as determined by our final audit of your books and records.

#### **Section 4. Definitions**

- A. *"Aggregate Stop Amount"* means the maximum amount of benefits, damages and ALAE payable by you for losses under the policies described in Section I of PART II, subject to any Aggregate Stop Limit.
- B. *"Aggregate Stop Limit"* means the maximum amount of benefits, damages and ALAE above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C. *"Allocated Loss Adjustment Expenses"* or *"ALAE"*, will include, but is not limited to, all fees for service of process and court costs and court expenses; pre- and post-judgment interests; attorneys' fees; cost of undercover operative and detective services; medical cost containment expenses; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or experience reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

ALAE will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART 11; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. Option A: Subject Loss includes all or a part of all ALAE such that Subject Loss will not exceed the applicable Retained Amount.
- b. Option B: Subject Loss includes 100% of all ALAE
- c. Option C: Subject Loss includes all or part of ALAE calculated according to the following formula:
  - i. If we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, Subject Loss under that claim will include all ALAE up to the applicable Retained Amount and a percentage of all ALAE in excess thereof. That percentage is shown in Section 3 of Part II under "Option C Excess %," or
  - ii. If we do incur an obligation to pay damages, benefit or indemnity under the policies because of a claim, Subject Loss under that claim will include all ALAE incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable Retained Amount, divided by the total amount of our obligation to pay damages or benefits.

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- d. Option D: Subject Loss includes none of the *ALAE*.
- D. "*Basis*" will have the meaning(s) shown in Section 10 of PART II.
- E. "*Deductible Loss*" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.
- F. "*Final Premium*" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.
- G. "*Incurred Loss*" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- H. "*Minimum Cost*" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 PART II.
- I. "*Maximum Cost*" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE* if applicable, described in Section 6 PART II.
- J. "*Non-Subject Premium*" means the premium not subject calculation of this endorsement.
- K. "*Reimbursable Loss*" means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II
- L. "*Retained Amount*" means:
1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
  2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*. Such amount is shown in Section 4 PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. "*Self-Insured Loss*" or "*SIR*" means any loss you incur under a Self-insured Retention of the policies described in Section I of PART II.
- N. "*Standard Premium*" means the premium as calculated according to the terms of each



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applicable policy, without application of this Endorsement, subject to the following:

1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
  - a. Any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
  - b. any discount for a Loss Reimbursement or Deductible.
  - c. Expense Constant.
2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:
  - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
  - b. any discount for a Loss Reimbursement or Deductible.
- O. "Subject Loss" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
  1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
  2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.
- P. "*Subject Premium*" means the premium subject to retrospective adjustment on the basis described in Section 1. Paragraph A of this PART 1.

### **Section. 5 Exceptions and Changes**

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.



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**Part II. Schedule of Policies and Rating Values**

Section 1. Application of this Endorsement

**RATING PERIOD:** This Endorsement applies to the beginning 04/01/2021 and ending 04/01/2022

The *Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums* shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

- ☐ the first year of the Rating Period, or the  
☒ **entire** Rating Period.

**Policies:**

- ☒ This Endorsement applies to the policies described below, and to their replacements renewals effective during the Rating Period, or  
☐ This Endorsement applies to the policies described below, and to their replacements Renewals, and all subcontractor policies issued under a Construction Project.

The Construction Project is described as follows: N/A

a. Workers' Compensation and Employers' Liability Insurance policies:

<b>100 0004138</b>	<b>100 0004139</b>	<b>100 0004140</b>	<b>100 0002094</b>
<b>100 0003952</b>			

b. Commercial General Liability policies:

<b>1000305095211</b>			

c. Automobile Liability Insurance policies

<b>SISIPCA08363211</b>			

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d. Other Insurance policies (described)


Section 2. Premiums for insurance on risks in states described below will be determined in accordance in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
Statutory Workers Compensation and Employers Liability	AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV
Statutory Workers Compensation and Employers Liability	IA, NC, NJ, NY, TN
Statutory Workers Compensation and Employers Liability	FL
Statutory Workers Compensation and Employers Liability	TX
Statutory Workers Compensation and Employers Liability	WI

Section 3. *Allocated Loss Adjustment Expenses Options*

ALAE Option (enter ALAE Option A, B, C, OR D as applicable)	If ALAE Option C, enter Excess %	Applies to
A	%	WORKERS COMPENSATION
	%	
	%	
	%	
	%	

Section 4. *Retained Amounts:* ☒ applicable to all insureds or ☐ refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Federal Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	

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Workers Compensation and Employers Liability under Self-Insured States	\$	Each Accident or each Person or Disease	
Employers Liability - Monopolistic States	\$ 250,000	Each Accident or each Person or Disease	

### Section 5. Forecast of *Subject Losses*

We have shown our forecast of your *Subject Losses* below.

a. Reimbursable and deductible portion of covered <i>Incurred Losses</i> (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$ 3,070,174
b. All other covered <i>Subject Losses</i> (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$

**First Loss Valuation Date:** 10/01/2022 and annually thereafter until all claims are closed or mutually agreed upon as to value.

### Section 6. *Minimum Cost and Maximum Cost*

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

**Item A. *Minimum Cost*.** ☐ *applicable*, or ☒ *not applicable*

**Line of Insurance:** N/A

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and <i>Rate</i> shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:				Adjustment Rate:	

- b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

#### Exceptions:

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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iii. The following *Minimum Cost* itemization schedule applies:

**Item A. *Minimum Cost*.** ☐ *applicable*, or ☒ *not applicable*

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**Line of Insurance:** \_\_\_\_\_

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 PART Two.

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:				\$
Basis of Adjustment		Per		
Estimated <i>Basis</i> amount:				Adjustment Rate:

- b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
--	----

- iv. The following *Maximum Cost* itemization schedule applies:

**Section 7. Claims Service Charges**

☒ Charge shown in Section 9, Item A *Subject Premium* of PART II, or ☐ fee schedule described below.

The Claims Service Provider is Gallagher Bassett Services Inc.

**FEE SCHEDULE**

☐

If X'ed here, the following fee schedule applies:

**Claim Services Fee Schedule – Rates per Claimant**

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
WC Medical Only	0.00	0	\$0
WC Other Than Medical	0.00	0	\$0
General Liability, Other Than Products	0.00	0	\$0
Auto Liability BI	0.00	0	\$0
Auto Liability PD	0.00	0	\$0
Auto Med Pay	0.00	0	\$0
Auto Physical Damage	0.00	0	\$0
Incident Reports	0.00	0	\$0
(Other)	0.00	0	\$0

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	0.00	0	\$0
	Estimated total Rate-per		
	Claimant Fee		

☐ If X'ed here, the following fee schedule applies:

**FEE SCHEDULE – Time and Expenses**

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff	0.00	Hour	0	\$0
Adjuster	0.00	Hour	0	\$0
General Adjuster	0.00	Hour	0	\$0
Heavy Equipment Appraiser	0.00	Hour	0	\$0
Auto-Damage Appraiser	0.00	Hour	0	\$0
Property Damage Appraiser	0.00	Hour	0	\$0
Supervisor	0.00	Hour	0	\$0
Examiner	0.00	Hour	0	\$0
Account Manager	0.00	Hour	0	\$0
Subcontracted Investigations and Appraisals	0.00	Hour	0	\$0
Clerical and Statistical Processing	0.00	Hour	0	\$0
Other Expenses, including	0.00	Hour	0	\$0
Telephone	0.00	Minute	0	\$0
Postage & Express Mail	0.00	Cost	0	\$0
Auto Mileage, Rental, Tools, Parking	0.00	Mile	0	\$0
Photocopies	0.00	Copy	0	\$0
Photography	0.00	Photo	0	\$0
Public Transportation	0.00	Cost	0	\$0
Overhead	0.00	Flat	0	\$0
Services Outside of USA	0.00			
Estimated Total Time and Expenses				
Estimated Total Claims Service Charges				

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**Section 8. Taxes and Assessments**

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Annual Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒

**Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section 1 of PART II during the first annual period of this Endorsement.

☐

**Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

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Section 9. The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this PART II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period,

Item A. Subject Premium, part of Final Premium						
Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Work Comp Fixed Cost-States- AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV	0.3290	100	WC Payroll Excluding FL, IA, NC, NJ, NY, TN, TX, and WI	\$163,928,434	\$485,403	\$539,337
Estimated Total Subject Premiums						\$539,337
Item B. Subject Premium, part of Final Premium						
Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
General Liability Excess	0.6034	1000	Sales	\$959,417,249	\$521,039	\$578,932
Auto Liability	Flat	N/A	N/A	N/A	\$12,189	\$12,189
LD Composite- IA, NC, NJ, NY, TN	0.1271	100	WC Payroll ( IA, NC, NJ, NY, TN)	\$34,852,228	\$39,867	\$44,297
Large Deductible – FL	N/A	N/A	Audit Earned Premium	\$18,345,964	\$0	\$69,269
Large Deductible –TX	0.1270	100	WC Payroll (TX)	\$30,709,793	\$35,101	\$39,001
LRARO-WI	0.2866	100	WC Payroll (WI)	\$1,234,472	\$4,352	\$4,835
Estimated Total Non- Subject Premiums						\$784,523
Item C. Summary of Expected Total Cost						

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Estimated <i>Final Premium</i> (Part A. plus Part B.)						\$1,287,860
Expected <i>Reimbursable Losses</i> and <i>Deductible Losses</i> and <i>Self-Insured Losses</i> and ALAE, if applicable						\$3,070,174
<i>Minimum Cost</i> from Section 6. If not applicable, show \$0						\$0
Surcharges	0.0000	1		\$0	\$0	\$102,641
Expected Total Cost						\$4,460,675

#### Section 10. Basis of Premium:

**Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Board's manual rules, if applicable.

**Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

**Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will **mean** the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another, means the total number of such units that you sell during the term of such policies.



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**Indemnity Losses:** means the total amount we have paid and have reserved for payment as Workers Compensation benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: ( )

#### Section 11. Exceptions

##### PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

##### Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and *ALAE* to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following

- a) all *Subject Losses* that you must reimburse us for under any Loss reimbursement or Deductible terms applicable to the policy covering the Incurred Loss, and
  - b) such amounts as described in Section III below that you have paid as Self-Insured Losses.
2. Adjustment: If an Adjustment Rate and an Adjustment *Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the Adjustment Rate by the final Adjustment *Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
  3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

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## Section II. Aggregate Stop Limit

1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under and Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

## Section III. Self-Insured Losses

*Self -Insured Losses:* Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions:

### SCHEDULE

#### *Aggregate Stop Amount and Aggregate Stop Limit*

The *Aggregate Stop Amount* and *Aggregate Stop Limit* apply to the ☐ first year of, or ☐ entire Rating Period.

Line of Insurance N/A

a. <i>Aggregate Stop Amount, adjustable on the Basis</i> and rate shown below					\$0
b. <i>Basis of Adjustment</i>		per	0	Estimated <i>Basis</i> Amount:	\$0
Adjustment Rate:					0
c. <i>Aggregate Stop Limit</i>					\$0



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## MAINE LARGE RISK RATING PLAN ENDORSEMENT

### Plan Type One Year

**Policy Number: 100 0004138**

**Effective Date: 04/01/2021**

**Named Insured: FQSR, LLC dba KBP Foods**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

#### **PART I. GENERAL TERMS and CONDITIONS**

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II. The rates and the basic types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Services Charges on Fee Basis", Section 8 Taxes, Assessments and Surcharges", and any applicable items set forth in section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

#### **Section 1. Premium Calculation**

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

- A. Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the insurance Charge, Expenses and Profit divided by the

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Tax/Assessment Divisor as determined below.

1. Subject Losses: The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified as line items in Section 5, Item A of Part II.
2. Charges for Insurance Charge, Expenses and Profit: The second part of the *Subject Losses* that are identified as line items in Section 9, Item A of PART II.

The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it.

We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:

- a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
- b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
  - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
  - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.

3. Tax/Assessment Divisor: One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.

- B. Total *Non-Subject Premium*: The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non- Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

## **Section 2. Schedule of Premium Adjustments**

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated

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*Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.

- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

### **Section 3. Expected Total Cost**

In addition to *Final Premium*, you be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any Minimum Cost and Maximum Cost as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in section 9, Item C of PART II.

- A. **Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis* of Adjustment as determined by our final audit of your books and records,
- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis* of Adjustment as determined by our final audit of your books and records.

### **Section 4. Definitions**

- A. "*Aggregate Stop Amount*" means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section I of PART II, subject to any Aggregate Stop Limit.
- B. "*Aggregate Stop Limit*" means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C. "*Allocated Loss Adjustment Expenses*" or "*ALAE*", will include, but is not limited to, all fees for service of process and court costs and court expenses; pre-judgment interests; attorneys'

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fees; cost of undercover operative and detective services; medical cost containment expenses; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or experience reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

ALAE will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART 11; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated companies, with respect to a claim or suit against you.

Post-judgment interest will be handled in accordance with the Supplementary Payments provision of the policy.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. Option A: Subject Loss includes all or a part of all ALAE such that Subject Loss will not exceed the applicable Retained Amount.
- b. Option B: Subject Loss includes 100% of all ALAE
- c. Option C: Subject Loss includes all or part of ALAE calculated according to the following formula:
  - i. If we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, Subject Loss under that claim will include all ALAE up to the applicable Retained Amount and a percentage of all ALAE in excess thereof. That percentage is shown in Section 3 of Part II under "Option C Excess %," or
  - ii. If we do incur an obligation to pay damages, benefit or indemnity under the policies because of a claim, Subject Loss under that claim will include all ALAE incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable Retained Amount, divided by the total amount of our obligation to pay damages or benefits.
- d. Option D: Subject Loss includes none of the ALAE.

D. "Basis" will have the meaning(s) shown in Section 10 of PART II.

E. "Deductible Loss" means any amount that you must reimburse us under a

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Deductible Endorsement of the policies described in Section I of PART II.

- F. *"Final Premium"* means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.
- G. *"Incurred Loss"* means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.
- H. *"Minimum Cost"* means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE*, if applicable, described in Section 6 PART II.
- I. *"Maximum Cost"* means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and *ALAE* if applicable, described in Section 6 PART II.
- J. *"Non-Subject Premium"* means the premium not subject calculation of this endorsement.
- K. *"Reimbursable Loss"* means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II.
- L. *"Retained Amount"* means:
1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
  2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*. Such amount is shown in Section 4 PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. *"Self-Insured Loss"* or *"SIR"* means any loss you incur under a Self-insured Retention of the policies described in Section I of PART II.
- N. *"Standard Premium"* means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
1. For Workers Compensation and Employers Liability Insurance, *Standard*



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*Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:

- a. Any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
  - b. any discount for a Loss Reimbursement or Deductible.
  - c. Expense Constant.
2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:
- a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
  - b. any discount for a Loss Reimbursement or Deductible.
0. "Subject Loss" means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
  2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.
- P. '*Subject Premium*' means the premium subject to retrospective adjustment on the basis described in Section 1. Paragraph A of this PART 1.

### **Section. 5 Exceptions and Changes**

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

### **Part II. Schedule of Policies and Rating Values**

Section 1. Application of this Endorsement

**RATING PERIOD:** This Endorsement applies to the beginning 04/01/2021 and ending 04/01/2022. The *Basis of Premium*, *Subject Losses*, *Self-Insured Losses*, *Minimum Cost*, *Maximum Cost*, Minimum Premiums and Estimated Premiums shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

- ☐ the first year of the Rating Period, or the
- ☒ **entire** Rating Period.

**Policies:**

**CLA 001 ME (07/12)**

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- ☒ This Endorsement applies to the policies described below, and to their replacements renewals effective during the Rating Period, or
- ☐ This Endorsement applies to the policies described below, and to their replacements Renewals, and all subcontractor policies issued under a Construction Project.

The Construction Project is described as follows: N/A

a. Workers' Compensation and Employers' Liability Insurance policies:

<b>100 0004138</b>	<b>100 0004149</b>	<b>100 0004140</b>	<b>100 0002094</b>
<b>100 0003952</b>			

b. Commercial General Liability policies:

<b>1000305095211</b>			

c. Automobile Liability Insurance policies

<b>SISIPCA08363211</b>			

d. Other Insurance policies (described)


Section 2. Premiums for insurance on risks in states described below will be determined in accordance with the terms of the applicable policy other than this endorsement.

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Kinds of Insurance	States
Statutory Workers Compensation and Employers Liability	AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV
Statutory Workers Compensation and Employers Liability	IA, NC, NJ, NY, TN
Statutory Workers Compensation and Employers Liability	FL
Statutory Workers Compensation and Employers Liability	TX
Statutory Workers Compensation and Employers Liability	WI

**Section 3. Allocated Loss Adjustment Expenses Options**

ALAE Option (enter ALAE Option A, B, C, OR D as applicable)	If ALAE Option C, enter Excess %	Applies to
Option A	%	WORKERS COMPENSATION
	%	
	%	
	%	
	%	

Section 4. Retained Amounts: ☒ applicable to all insureds or ☐ refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Federal Law-Insured States	\$250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Self-Insured States	\$	Each Accident or each Person or Disease	
Employers Liability - Monopolistic States	\$ 250,000	Each Accident or each Person or Disease	

**Section 5. Forecast of Subject Losses**

We have shown our forecast of your *Subject Losses* below.

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a. Reimbursable and deductible portion of covered <i>Incurred Losses</i> (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$ 3,070,174
b. All other covered <i>Subject Losses</i> (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$

**First Loss Valuation Date:** **10/1/2022** and annually thereafter until all claims are closed or mutually agreed upon as to value.

**Section 6. Minimum Cost and Maximum Cost**

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

**Item A. Minimum Cost.** ☐ **applicable, or** ☒ **not applicable**

**Line of Insurance:** N/A

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:				Adjustment Rate:	

- b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

**Exceptions:**

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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- c. The following *Minimum Cost* itemization schedule applies:

**Item A. Minimum Cost.** ☐ **applicable, or** ☒ **not applicable**

**Line of Insurance:** \_\_\_\_\_

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 PART Two.

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:				Adjustment Rate:	

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- b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
--	----

- c. The following *Maximum Cost* itemization schedule applies:

**Section 7. Claims Service Charges**

☐ Charge shown in Section 9, Item A *Subject Premium* of PART II, or ☐ fee schedule described below.

The Claims Service Provider is Gallagher Bassett Services Inc.

**FEE SCHEDULE**

☐

If X'ed here, the following fee schedule applies:

**Claim Services Fee Schedule – Rates per Claimant**

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
WC Medical Only	0.00	0	\$0
WC Other Than Medical	0.00	0	\$0
General Liability, Other Than Products	0.00	0	\$0
Auto Liability BI	0.00	0	\$0
Auto Liability PD	0.00	0	\$0
Auto Med Pay	0.00	0	\$0
Auto Physical Damage	0.00	0	\$0
Incident Reports	0.00	0	\$0
(Other)	0.00	0	\$0
	0.00	0	\$0
Estimated total Rate-per Claimant Fee			

☐

If X 'ed here, the following fee schedule applies:

**FEE SCHEDULE – Time and Expenses**

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff	0.00	Hour	0	\$0

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Adjuster	0.00	Hour	0	\$0
General Adjuster	0.00	Hour	0	\$0
Heavy Equipment Appraiser	0.00	Hour	0	\$0
Auto-Damage Appraiser	0.00	Hour	0	\$0
Property Damage Appraiser	0.00	Hour	0	\$0
Supervisor	0.00	Hour	0	\$0
Examiner	0.00	Hour	0	\$0
Account Manager	0.00	Hour	0	\$0
Subcontracted Investigations and Appraisals	0.00	Hour	0	\$0
Clerical and Statistical Processing	0.00	Hour	0	\$0
Other Expenses, including	0.00	Hour	0	\$0
Telephone	0.00	Minute	0	\$0
Postage & Express Mail	0.00	Cost	0	\$0
Auto Mileage, Rental, Tools, Parking	0.00	Mile	0	\$0
Photocopies	0.00	Copy	0	\$0
Photography	0.00	Photo	0	\$0
Public Transportation	0.00	Cost	0	\$0
Overhead	0.00	Flat	0	\$0
Services Outside of USA	0.00			
Estimated Total Time and Expenses				
Estimated Total Claims Service Charges				

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**Section 8. Taxes and Assessments**

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Annual Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒

**Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section 1 of PART II during the first annual period of this Endorsement.

☐

**Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

(ENTER CHART HERE)

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Section 9. The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this PART II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period,

Item A. Subject Premium, part of Final Premium						
Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Work Comp Fixed Cost- States -AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV	0.3290	100	WC Payroll Excluding FL, IA, NC, NJ, NY, TN, TX, and WI	\$163,928,434	\$485,403	\$539,337
Estimated Total Subject Premiums						\$539,337
Item B. Subject Premium, part of Final Premium						
Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
General Liability- Excess	0.6034	1000	Sales	\$959,417,249	\$521,039	\$578,932
Auto Liability	Flat	N/A	N/A	N/A	\$12,189	\$12,189
LD Composite – IA, NY, NJ, NC, TN	0.1271	100	WC Payroll (IA, NC, NJ, NY, TN)	\$34,852,228	\$39,867	\$44,297
Large Deductible- FL	N/A	N/A	Audited Earned Premium	\$18,345,964	\$0	\$69,269
Large Deductible- TX	0.1270	100	WC Payroll (TX)	\$30,709,793	\$35,101	\$39,001
LRARO- WI	0.2866	100	WC Payroll (WI)	\$1,234,472	\$4,352	\$4,835
Estimated Total Non- Subject Premiums						\$748,523
Item C. Summary of Expected Total Cost						
Estimated Final Premium (Part A. plus Part B.)						\$1,287,860
Expected Reimbursable Losses and Deductible Losses and Self-Insured Losses and ALAE, if applicable						\$3,070,174

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Minimum Cost from Section 6. If not applicable, show \$0						\$0
Maximum Cost from Section 6. If not applicable, show \$0						\$0
Surcharges	0.0000	1		\$0	\$0	\$102,641
Expected Total Cost						\$4,460,675

#### Section 10. Basis of Premium:

**Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Board's manual rules, if applicable.

**Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

**Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will mean the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another, means the total number of such units that you sell during the term of such policies.

**Indemnity Losses:** means the total amount we have paid and have reserved for payment as





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Workers Compensation benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: ( )

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Section 11. Exceptions

PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and *ALAE* to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following

- a) all *Subject Losses* that you must reimburse us for under any Loss reimbursement or Deductible terms applicable to the policy covering the Incurred Loss, and
  - b) such amounts as described in Section III below that you have paid as Self-Insured Losses.
2. Adjustment: If an Adjustment Rate and an Adjustment *Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the Adjustment Rate by the final Adjustment *Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
  3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section II. Aggregate Stop Limit

1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under and Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

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### Section III. Self-Insured Losses

*Self -Insured Losses:* Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions:

#### SCHEDULE

##### *Aggregate Stop Amount and Aggregate Stop Limit*

The *Aggregate Stop Amount* and *Aggregate Stop Limit* apply to the  first year of, or  entire Rating Period.

Line of Insurance: N/A

a. <i>Aggregate Stop Amount, adjustable on the Basis</i> and rate shown below						\$0
b. <i>Basis of Adjustment</i>		per	0	Estimated <i>Basis</i> Amount:		\$0
Adjustment Rate:						0
c. <i>Aggregate Stop Limit</i>						\$0

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## **MISSOURI LARGE RISK RATING PLAN ENDORSEMENT**

### **Plan Type One Year**

**Policy Number: 100 0004138**

**Effective Date: 04/01/2021**

**Named Insured: FQSR, LLC dba KBP Foods**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

#### **PART I. GENERAL TERMS and CONDITIONS**

This endorsement determines the *Final Premium* for the insurance provided during the Rating Period by this policy, any other policy described in this endorsement in Section 1 of PART II, and the renewals and replacements of each (the "policies"). The Rating Period begins and ends at 12:01 AM on the respective dates shown in Section 1 of PART II. If the Plan Type of this endorsement states Construction Project, this endorsement applies only to, and for the duration of, the construction project described in Section 1 of PART II. The rates and the basic types described in PART II will remain fixed for the duration of the Rating Period, except (if applicable) Section 7 "Claims Services Charges on Fee Basis", Section 8 Taxes, Assessments and Surcharges", and any applicable items set forth in section 11 "Exceptions". These exceptions will be subject to change at each anniversary of the beginning of the Rating Period.

#### **Section 1. Premium Calculation**

The *Final Premium* for the policies will be the sum of the total *Subject Premium* and the total *Non-Subject Premium*. The way that the total *Subject Premium* will be determined is described below and is shown Section 9, Item A of PART II. The way that the total *Non-Subject Premium* will be determined is described below and is shown in Section 9, Item B of PART II.

A. **Total Subject Premium:** The total *Subject Premium* for the policies will be determined separately by state and kind of insurance. For each state and kind of insurance, the *Subject Premium* shall be the sum of *Subject Losses* and the Charges for the insurance Charge, Expenses and Profit divided by the Tax/Assessment Divisor as determined below.

1. **Subject Losses:** The first part of the *Subject Premium* will be the sum of all *Subject Losses* under any applicable terms of the policies described in Section 1 of PART II and as identified as line items in Section 5, Item A of Part II.

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2. Charges for Insurance Charge, Expenses and Profit: The second part of the *Subject Losses* that are identified as line items in Section 9, Item A of PART II. The entire estimated amount of each such charge can be found in Section 9, Item A of PART II subject to any applicable Minimum Premium shown for it. We will apportion the entire amount of each such charge to each kind of insurance and state covered under the policies in proportion to the respective *Standard Premium* of each, except that:
    - a. Charges for claims service expenses will be allocated in proportion to respective *Subject Losses*, and
    - b. Charges for administrative expenses and profit for the kinds of insurance in the states described in Section 2 of PART II will be the difference between:
      - i. the *Final Premium* for such kinds of insurance and states determined as provided for in the policy other than by this Endorsement, and
      - ii. the sum of *Subject Losses*, all other charges for the Insurance Charge, Expenses and Profit included in this item 2, taxes and assessments determined through the application of the Tax/Assessment Divisor, and *Non-Subject Premiums* for such states.
  3. Tax/Assessment Divisor: One (1.000) less the Tax/Assessment Rate as shown in Section 9 Item A of PART II. The rate is calculated as indicated in Section 8 of PART II.
- B. *Total Non-Subject Premium*: The part of the *Final Premium* for the kinds or layers of insurance described in Section 9, Item B of PART II will be calculated as shown therein. If no Basis of premium determination for *Non- Subject Premium* is shown in Section 9, Item B of PART II, the *Non-Subject Premium* will be determined as set forth in the policy under which such insurance is provided.

## **Section 2. Schedule of Premium Adjustments**

- A. The estimated *Final Premium* is shown in Section 9, Item C of PART II. We will recalculate the estimated *Final Premium* as soon as practicable after the First Valuation Date shown in Section 5 of PART II. We will recalculate the estimated *Final Premium* annually thereafter until you and we agree in writing that no more recalculations will be done.
- B. Additional premium due us, or return premium due you, resulting from the calculation or recalculation of the *Final Premium*, will be payable in its entirety promptly unless otherwise specified in a premium finance agreement between you and us.

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### Section 3. Expected Total Cost

In addition to *Final Premium*, you be liable under the terms of the policies for reimbursements of certain losses and *Allocated Loss Adjustment Expenses* we pay, subject to any Minimum Cost and Maximum Cost as described below, and surcharges. Our estimated amounts for such additional costs, if any, are shown in section 9, Item C of PART II.

- A. **Minimum Cost:** If a *Minimum Cost* is applicable, that amount is the minimum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item A. c. of PART II. Component items not itemized in Section 6, Item A. c. of Part II are not included in the *Minimum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item A. a. of PART II, the *Minimum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis* of Adjustment as determined by our final audit of your books and records,
- B. **Maximum Cost:** If a *Maximum Cost* is applicable, that amount is the maximum you must pay for the *Subject Premium* and, if applicable, *Non-Subject Premium*, *Reimbursable Losses*, *Deductible Losses*, *Self-Insured Losses* and *ALAE* itemized in Section 6 Item B. c. of PART II. Component items not itemized in Section 6, Item B. c. of Part II are not included in the *Maximum Cost*. If an Adjustment Rate and a Basis of Adjustment are shown in Section 6, Item B. a. of PART II, the *Maximum Cost* will be determined by multiplying the Adjustment Rate by the actual *Basis* of Adjustment as determined by our final audit of your books and records.

### Section 4. Definitions

- A. "*Aggregate Stop Amount*" means the maximum amount of benefits, damages and *ALAE* payable by you for losses under the policies described in Section I of PART II, subject to any Aggregate Stop Limit.
- B. "*Aggregate Stop Limit*" means the maximum amount of benefits, damages and *ALAE* above the *Aggregate Stop Amount* that we will not require you to reimburse us for under any Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
- C. "*Allocated Loss Adjustment Expenses*" or "*ALAE*", will include, but is not limited to, all fees for service of process and court costs and court expenses; pre- and post-judgment interests; attorneys' fees; cost of undercover operative and detective services; medical cost containment expenses; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or experience reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

*ALAE* will not include loss adjustment expenses explicitly included in the premium calculation formula of Section 1, Paragraph A, Item 2 of this PART I or otherwise explicitly included in the rating values shown in PART 11; nor the salary, employee benefits, or overhead of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy

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issued by us or our affiliated companies, with respect to a claim or suit against you.

ALAE Option selected and shown in Section 3 of PART II is described below.

- a. Option A: Subject Loss includes all or a part of all ALAE such that Subject Loss will not exceed the applicable Retained Amount.
- b. Option B: Subject Loss includes 100% of all ALAE
- c. Option C: Subject Loss includes all or part of ALAE calculated according to the following formula:
  - i. If we incur NO obligation under the policies to pay damages, benefits or indemnity resulting from a claim, Subject Loss under that claim will include all ALAE up to the applicable Retained Amount and a percentage of all ALAE in excess thereof. That percentage is shown in Section 3 of Part II under "Option C Excess %," or
  - ii. If we do incur an obligation to pay damages, benefit or indemnity under the policies because of a claim, Subject Loss under that claim will include all ALAE incurred under that claim, multiplied by the amount of our obligation to pay damages or benefits up to the applicable Retained Amount, divided by the total amount of our obligation to pay damages or benefits.

d. Option D: Subject Loss includes none of the ALAE.

D. "*Basis*" will have the meaning(s) shown in Section 10 of PART II.

E. "*Deductible Loss*" means any amount that you must reimburse us under a Deductible Endorsement of the policies described in Section I of PART II.

F. "*Final Premium*" means the premium for the insurance afforded under the policies described in Section 1 of PART II and others as may be added by endorsement thereto, upon its final recalculation according to the terms of the policies and this endorsement. Prior to such final recalculation, the premium for such insurance is only the estimated premium.

G. "*Incurred Loss*" means the total amount we have paid and have reserved for payment as damages or benefits because of an occurrence, accident, claim or suit, and all the *Allocated Loss Adjustment Expenses* we incur in connection therewith under a policy described in PART II, including reserves for occurrences, accidents, claims or suits that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

H. "*Minimum Cost*" means the minimum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and ALAE, if applicable, described in Section 6 PART II.

I. "*Maximum Cost*" means the maximum amount payable by you for the Schedule of *Subject Premium* and *Reimbursable Losses* and *Deductible Losses* and *Self-Insured Losses* and ALAE if applicable, described in Section 6 PART II.

J. "*Non-Subject Premium*" means the premium not subject calculation of this



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endorsement.

- K. *"Reimbursable Loss"* means any amount that you must reimburse us under a Loss Reimbursement Endorsement of the policies described in Section I of Part II
- L. *"Retained Amount"* means:
1. the amount that is specified as your Self-Insured Retention or as the Loss Reimbursement amount or Deductible amount applicable to an *Incurred Loss* in the applicable policy; or
  2. if the foregoing does not apply, the largest part of any damages or benefits paid or payable under a policy because of any single accident, occurrence, claim or suit, that we will include in the computation of the *Subject Premium*. Such amount is shown in Section 4 PART II for each type of insurance afforded under the policies described in Section 1 of PART II.
- M. *"Self-Insured Loss"* or *"SIR"* means any loss you incur under a Self-insured Retention of the policies described in Section I of PART II.
- N. *"Standard Premium"* means the premium as calculated according to the terms of each applicable policy, without application of this Endorsement, subject to the following:
1. For Workers Compensation and Employers Liability Insurance, *Standard Premium* means the premium determined on the basis of our rates as approved by regulatory authority, the remuneration of your employees in the coverage period, your Experience Modifications and Schedule Modifications, Loss Constant, and Minimum Premiums. Determination of *Standard Premium* will exclude:
    - a. Any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
    - b. any discount for a Loss Reimbursement or Deductible.
    - c. Expense Constant.
  2. For all other insurance, *Standard Premium* is the premium as calculated according to the terms of each applicable policy for insurance within the *Retained Amounts*, but without the application of this Endorsement, and without reduction for:
    - a. any discount that recognizes any reduction in our expense ratio based on premium size or other factors; or
    - b. any discount for a Loss Reimbursement or Deductible.
- O. *"Subject Loss"* means the entire *Incurred Loss* (including any reimbursable or deductible portion of it) up to the sum of:
1. the damages or benefits we must pay or have paid up to the *Retained Amount*, and
  2. all or a part of the *Allocated Loss Adjustment Expenses* we incur in accordance with the *ALAE* Option shown in Section 3 of PART II and defined in Item C of this section.



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P. '*Subject Premium*' means the premium subject to retrospective adjustment on the basis described in Section 1. Paragraph A of this PART 1.

#### **Section. 5 Exceptions and Changes**

All exceptions and changes, if any, to the provisions of PART I, PART II or PART III of this endorsement are set forth in Section 11 of PART II or in a written addendum hereto.

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**Part II. Schedule of Policies and Rating Values**

Section 1. Application of this Endorsement

**RATING PERIOD:** This Endorsement applies to the beginning 04/01/2021 and ending 04/01/2022

The *Basis of Premium, Subject Losses, Self-Insured Losses, Minimum Cost, Maximum Cost, Minimum Premiums and Estimated Premiums* shown in Section 5, Section 6, Section 7 and Section 9 of this PART II are estimated amounts for:

- ☐ the first year of the Rating Period, or the  
☒ **entire** Rating Period.

**Policies:**

- ☒ This Endorsement applies to the policies described below, and to their replacements renewals effective during the Rating Period, or  
☐ This Endorsement applies to the policies described below, and to their replacements Renewals, and all subcontractor policies issued under a Construction Project.

The Construction Project is described as follows: N/A

a. Workers' Compensation and Employers' Liability Insurance policies:

<b>100 0004138</b>	<b>100 0004139</b>	<b>100 0004140</b>	<b>100 0002094</b>
<b>100 0003952</b>			

b. Commercial General Liability policies:

<b>1000305095211</b>			

c. Automobile Liability Insurance policies

<b>SISIPCA08363211</b>			

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d. Other Insurance policies (described)


Section 2. Premiums for insurance on risks in states described below will be determined in accordance in accordance with the terms of the applicable policy other than this endorsement.

Kinds of Insurance	States
Statutory Workers Compensation and Employers Liability	AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV
Statutory Workers Compensation and Employers Liability	IA, NC, NJ, NY, TN
Statutory Workers Compensation and Employers Liability	FL
Statutory Workers Compensation and Employers Liability	TX
Statutory Workers Compensation and Employers Liability	WI

Section 3. *Allocated Loss Adjustment Expenses Options*

ALAE Option (enter ALAE Option A, B, C, OR D as applicable)	If ALAE Option C, enter Excess %	Applies to
A	%	WORKERS COMPENSATION
	%	
	%	
	%	
	%	

Section 4. *Retained Amounts:* ☒ applicable to all insureds or ☐ refer to Extension Schedule

Kind of Insurance	Retained Amount	Applicable to	Limitations or Descriptions
Workers Compensation			
Workers Compensation and Employers Liability under State Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	

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Workers Compensation and Employers Liability under Federal Law-Insured States	\$ 250,000	Each Accident or each Person or Disease	
Workers Compensation and Employers Liability under Self-Insured States	\$	Each Accident or each Person or Disease	
Employers Liability - Monopolistic States	\$ 250,000	Each Accident or each Person or Disease	

#### Section 5. Forecast of *Subject Losses*

We have shown our forecast of your *Subject Losses* below.

a. Reimbursable and deductible portion of covered <i>Incurred Losses</i> (except amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$ 3,070,174
b. All other covered <i>Subject Losses</i> (including amounts insured under "Deductible Liability Protection" policies, if any, subject to this Endorsement)	\$

**First Loss Valuation Date: 10/01/2022** and annually thereafter until all claims are closed or mutually agreed upon as to value.

#### Section 6. *Minimum Cost and Maximum Cost*

The *Minimum Cost* and *Maximum Cost*, if any, will be applied as explained below.

Item A. *Minimum Cost*. ☐ *applicable*, or ☒ *not applicable*

Line of Insurance: N/A

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:				Adjustment Rate:	

b. *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

**Exceptions:**

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
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a. The following *Minimum Cost* itemization schedule applies:

Item A. *Minimum Cost*. ☐ *applicable*, or ☒ *not applicable*

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**Line of Insurance:** \_\_\_\_\_

The *Maximum Cost* will not be less than the estimated amount shown below, unless otherwise set forth in Section 11 PART Two.

a. <i>Minimum Cost</i> , adjustable on the <i>Basis</i> and Rate shown below:					\$
Basis of Adjustment		Per			
Estimated <i>Basis</i> amount:					Adjustment Rate:

b *Self-Insured Losses* you incur to which no insurance under the policies described in Section 1 of this Part II applies will NOT be included in determining whether or when the *Minimum Cost* has been reached, except as described herein:

Our forecast of your <i>Self-Insured Losses</i> included in paragraph a. above	\$
--	----

c. The following *Maximum Cost* itemization schedule applies:

**Section 7. Claims Service Charges**

☒ Charge shown in Section 9, Item A *Subject Premium* of PART II, or ☐ fee schedule described below.

The Claims Service Provider is Gallagher Bassett Services Inc.

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FEE SCHEDULE

☐ If X'ed here, the following fee schedule applies:

Claim Services Fee Schedule – Rates per Claimant

Type of Claim	Rate per Claimant	Estimated No. of Claimants	Estimated Fee
WC Medical Only	0.00	0	\$0
WC Other Than Medical	0.00	0	\$0
General Liability, Other Than Products	0.00	0	\$0
Auto Liability BI	0.00	0	\$0
Auto Liability PD	0.00	0	\$0
Auto Med Pay	0.00	0	\$0
Auto Physical Damage	0.00	0	\$0
Incident Reports	0.00	0	\$0
(Other)	0.00	0	\$0
	0.00	0	\$0
	Estimated total Rate-per Claimant Fee		

☐ If X'ed here, the following fee schedule applies:

FEE SCHEDULE – Time and Expenses

Type of Charge	Rate	Per	Est. Units	Estimated Fee
Investigating Service by Employed Staff	0.00	Hour	0	\$0
Adjuster	0.00	Hour	0	\$0
General Adjuster	0.00	Hour	0	\$0
Heavy Equipment Appraiser	0.00	Hour	0	\$0
Auto-Damage Appraiser	0.00	Hour	0	\$0
Property Damage Appraiser	0.00	Hour	0	\$0
Supervisor	0.00	Hour	0	\$0
Examiner	0.00	Hour	0	\$0
Account Manager	0.00	Hour	0	\$0
Subcontracted Investigations and Appraisals	0.00	Hour	0	\$0
Clerical and Statistical Processing	0.00	Hour	0	\$0
Other Expenses, including	0.00	Hour	0	\$0
Telephone	0.00	Minute	0	\$0
Postage & Express Mail	0.00	Cost	0	\$0
Auto Mileage, Rental, Tools, Parking	0.00	Mile	0	\$0

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Photocopies	0.00	Copy	0	\$0
Photography	0.00	Photo	0	\$0
Public Transportation	0.00	Cost	0	\$0
Overhead	0.00	Flat	0	\$0
Services Outside of USA	0.00			
Estimated Total Time and Expenses				
Estimated Total Claims Service Charges				

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**Section 8. Taxes and Assessments**

The taxes and assessments determined by the method indicated by the box "X'd" below shall apply in determining the *Annual Premium* earned under the policies described in Section 1 of Part II during the first annual term of this endorsement. If the Rating Period under this endorsement is longer than 1 year, we will provide you written notice of the applicable taxes and assessments for the subsequent term of the Rating Period not less than thirty (30) days prior to each anniversary of this endorsement.

☒

**Item A. Fixed Rates**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of PART II. The Average Rates will be fixed and applied without change in determining the *Final Premiums* earned under the policies described in Section 1 of PART II during the first annual period of this Endorsement.

☐

**Item B. Rates to be Recalculated**

The Average Rates for taxes and assessments are shown in Item A. of Section 9 of Part II. The Average Rates will be recalculated to determine the *Final Premium* under the policies described in Section I of PART II, based on the rates shown in the chart below.

(ENTER CHART HERE)



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Section 9. The Rating Values and Amounts shown below apply as the *Basis* of the *Final Premium* for the policies described in Section 1 of this PART II.

If the Rating Period exceeds one year; and if the estimated *Basis* of Premium, Minimum Premiums and Estimated Premiums shown below apply only to the first year, on or about each anniversary of the beginning of the Rating Period, we will issue an extension of this Section to show the rating values and amounts for each subsequent year of the Rating Period,

Item A. Subject Premium, part of Final Premium						
Line Items	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
Work Comp Fixed Cost-States-AL, AR, CO, DE, GA, IL, IN, KS, KY, LA, ME, MD, MI, MO, NE, NH, OK, PA, SC, VA, WV	0.3290	100	WC Payroll Excluding FL, IA, NC, NJ, NY, TN, TX and WI	\$163,928,434	\$485,403	\$539,337
Estimated Total Subject Premiums						\$539,337
Item B. Subject Premium, part of Final Premium						
Coverage Description	Rates	Per	Basis Types	Estimated Basis	Minimum Premium	Estimated Premium
General Liability Excess	0.6034	1000	Sales	\$959,417,249	\$521,039	\$578,932
Auto Liability	Flat	N/A	N/A	N/A	\$12,189	\$12,189
LD Composite – IA, NC, NJ, NY, TN	0.1271	100	WC Payroll (IA, NC, NJ, NY, TN)	\$34,852,228	\$39,867	\$44,297
Large Deductible- FL	N/A	N/A	Audit Earned Premium	\$18,345,964	\$0	\$69,269
Large Deductible – TX	0.1270	100	WC Payroll (TX)	\$30,709,793	\$35,101	\$39,001
LRARO- WI	0.2866	100	WC Payroll (WI)	\$1,234,472	\$4,352	\$4,835
Estimated Total Non- Subject Premiums						\$748,523
Item C. Summary of Expected Total Cost						
Estimated Final Premium (Part A. plus Part B.)						\$1,287,860

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Expected <i>Reimbursable Losses</i> and <i>Deductible Losses</i> and <i>Self-Insured Losses</i> and ALAE, if applicable						\$3,070,174
<i>Minimum Cost</i> from Section 6. If not applicable, show \$0						\$0
Surcharges	0.0000	1		\$0	\$0	\$102,641
Expected Total Cost						\$4,460,675

#### Section 10. Basis of Premium:

**Payroll:** means all of the money or the substitute for money earned during the terms of the policies described in Section 1 of this PART II by you if you are the proprietor of the insured business, by all partners or joint venturers if you are a partnership or joint venture, by all members if you are a limited liability company, and by all employees including temporary employees and workers leased by you from any employee leasing organization for their services to you during the policy period, subject to limitations set forth in the New York Workers Compensation Rating Board's manual rules, if applicable.

**Sales:** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the terms of the policies described in Section 1 of this PART II, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Receipts:** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the terms of the described in Section 1 of this PART II, including taxes other than taxes which you or such others collect as a separate item and remit directly to government division.

**Cost:** means the total cost to you for all work performed for you during the terms of the policies described in Section 1 of this PART II by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors, or subcontractors at any level, including but not limited to all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a government division.

**Units:** means the number of items of the type specified in this endorsement. Units that you hold for use in your business will **mean** the sum of their number at the inception of the terms of the policies described in Section 1 of this PART II plus their number at their expiration or termination, times 50% of the fraction of a full year that such policies were in force. Units that you sell to others whether for your own account or the account of another, means the total number of such units that you sell during the term of such policies.



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**Indemnity Losses:** means the total amount we have paid and have reserved for payment as Workers Compensation benefits other than Medical benefits under a policy described in this PART II, including reserves for accidents or illness that have happened but have not been reported to us and for statistically expected loss development on claims that have been reported to us.

Other: ( ).

## Section 11. Exceptions

### PART III. AGGREGATE STOP

The *Aggregate Stop Amount* and the *Aggregate Stop Limit*, if any, shown in the Schedule below will be applied as explained below.

## Section I. Aggregate Stop Amount

1. If an *Aggregate Stop Amount* is shown in the Schedule below, we will not include more than the *Aggregate Stop Amount* in the computation of the *Final Premium* and determination of maximum benefits, damages and "ALAE" payable or reimbursable by you under the terms of the policies described in Section I of PART II, subject to any *Aggregate Stop Limit* shown in the Schedule below.

The maximum benefits, damages and *ALAE* to be included in the computation of the *Final Premium* will be the *Aggregate Stop Amount* shown in the Schedule below, less the following

- a) all *Subject Losses* that you must reimburse us for under any Loss reimbursement or Deductible terms applicable to the policy covering the Incurred Loss, and
  - b) such amounts as described in Section III below that you have paid as Self-Insured Losses.
2. Adjustment: If an Adjustment Rate and an Adjustment *Basis* are shown in the Schedule below, the *Aggregate Stop Amount* shown in the Schedule below is only an estimate. The *Aggregate Stop Amount* will be finally determined by multiplying the Adjustment Rate by the final Adjustment *Basis* as determined by our audit of your books and records. The *Aggregate Stop Amount* will not be less than the estimated amount shown in the Schedule below, unless otherwise set forth in Section 11 of PART Two.
3. The *Aggregate Stop Amount* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

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Section II. Aggregate Stop Limit

1. If an *Aggregate Stop Limit* is shown in the Schedule below, that Limit is the most *Subject Losses* above the *Aggregate Stop Amount* that will be excluded from the computation of the *Final Premium* and which you will not be required to reimburse us for under and Loss Reimbursement or Deductible terms of the policies described in Section I of PART II.
2. The *Aggregate Stop Limit* will not be reduced on account of the cancellation of any policy to which this Endorsement applies.

Section III. Self-Insured Losses

*Self -Insured Losses:* Losses you incur to which no insurance applies under the policies described in Section I of PART II will NOT be included in determining whether or when the *Aggregate Stop Amount* or *Aggregate Stop Limit* have been reached, except as described herein:

Exceptions:

SCHEDULE

*Aggregate Stop Amount and Aggregate Stop Limit*

The *Aggregate Stop Amount* and *Aggregate Stop Limit* apply to the ☐ first year of, or entire Rating Period.

Line of Insurance N/A

a. <i>Aggregate Stop Amount, adjustable on the Basis</i> and rate shown below						\$0
b. <i>Basis of Adjustment</i>		per	0	Estimated <i>Basis</i> Amount:		\$0
Adjustment Rate:						0
c. <i>Aggregate Stop Limit</i>						\$0

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL  
EXTENDED BY US**

This endorsement modifies insurance provided under the following:

**Workers Compensation and Employers Liability Policy**

**PART SIX • CONDITIONS, D. – Cancellation, 2.** is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
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Dallas, TX 1-866-519-2522

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Dallas, TX 1-866-519-2522

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Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

Dallas, TX 1-866-519-2522

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Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
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Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

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Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
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**Effective Date: 04/01/2021**

**ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL  
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We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**MISSOURI ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL  
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We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Under no circumstances will the number of days shown below be less than 60 days.

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**OKLAHOMA ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL EXTENDED BY US**

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We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, or failure to cooperate with the terms and conditions of the policy for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
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**Effective Date: 04/01/2021**

**ILLINOIS ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL  
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Except for non-payment of premium, or failure to cooperate with the terms and conditions of the policy for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your last known mailing address will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

Dallas, TX 1-866-519-2522

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**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL  
EXTENDED BY US**

This endorsement modifies insurance provided under the following:

**Workers Compensation and Employers Liability Policy**

**PART SIX • CONDITIONS, D. – Cancellation, 2.** is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium or failure to cooperate with the terms and conditions of the policy for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

If the policy is cancelled for nonpayment of premium, we will file with the Office of the Maryland Workers Compensation Commission's designee, and serve you by certificate of mailing advance written notice stating when the cancellation will take effect.

If the policy is cancelled for reasons other than nonpayment of premium or if the policy is nonrenewed, we will file with the Office of the Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service upon you advance written notice stating when the cancellation or nonrenewal will take effect.

Under no circumstances will the number of days shown below be less than 10 days for nonpayment of premium and 30 days for any other reason

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.



Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL  
EXTENDED BY US - MAINE**

This endorsement modifies insurance provided under the following:

**Workers Compensation and Employers Liability Policy**

**PART SIX • CONDITIONS, D. – Cancellation, 2.** is amended by the following and supersedes anything to the contrary:


Except for non-payment of premium when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Cancellation: 90 Days

Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

**Signed for STARR**



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**Steve Blakey, President and  
Chief Executive Officer**



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**Nehemiah E. Ginsburg, General Counsel and  
Secretary**

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

**NEW HAMPSHIRE ADVANCE NOTICE OF CANCELLATION OR  
NON-RENEWAL EXTENDED BY US**

This endorsement modifies insurance provided under the following:

**Workers Compensation and Employers Liability Policy**

**PART SIX • CONDITIONS, D. – Cancellation, 2.** is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

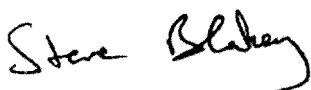
Under no circumstances will the number of days shown below be less than 30 days for nonpayment of premium and 45 days for any other reason.

Cancellation: 90 Days

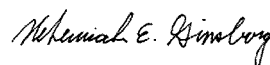
Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

**Signed for STARR**



**Steve Blakey, President and  
Chief Executive Officer**



**Nehemiah E. Ginsburg, General Counsel and  
Secretary**

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

### **KNOWLEDGE OF OCCURRENCE ENDORSEMENT**

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

#### **Workers Compensation and Employers Liability Policy**

**PART FOUR – YOUR DUTIES IF INJURY OCCURS** the following is added:

You must see to it that we are notified as soon as practicable of any injury which may result in a claim. Knowledge of an injury by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice.

Dallas, TX 1-866-519-2522

**Policy Number: 100 0004138**  
**The Insured: FQSR, LLC. DBA KBP FOODS**

**Effective Date: 04/01/2021**

## **Unintentional Errors and Omissions**

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

### **Workers Compensation and Employers Liability Policy**

**PART SIX – CONDITIONS** the following is added:

- F. Unintentional errors or omissions in representations made to us or our agent by you or any other insured before the inception of this policy will not impair your rights under this policy.

All other terms, conditions and exclusions of the policy shall remain unchanged.

Dallas, TX 1-866-519-2522

## **Unintentional Errors and Omissions**

**Policy Number: 100 0004138**

**Effective Date: 04/01/2021**

**Named Insured: FQSR, LLC. DBA KBP FOODS**

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

### **Workers Compensation and Employers Liability Policy**

**PART SIX – CONDITIONS** the following is added:

- F. Unintentional errors or omissions in representations made to us or our agent by you or any other insured before the inception of this policy will not impair your rights under this policy.

All other terms, conditions and exclusions of the policy shall remain unchanged.

**WEST VIRGINIA BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT**

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

Item 1. of Section **F. Payments You Must Make** of Part One (Workers Compensation Insurance) of the policy is replaced by:

**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, or arising out of West Virginia Annotated Code §23-4-2.

Exclusion 5. of Section C. Exclusions of Part Two (Employers Liability Insurance) of the policy is replaced by:

**C. Exclusions**

This insurance does not cover:

5. Bodily injury caused by your intentional, malicious or deliberate act, whether or not the act was intended to cause injury to the employee injured, or whether or not you had actual knowledge that an injury was certain to occur, or any bodily injury for which you are liable arising out of West Virginia Annotated Code §23-4-2(d)(2)(i).

However, this exclusion does not apply to any bodily injury for which you are liable arising out of West Virginia Annotated Code §23-4-2(d)(2)(ii).

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:

# STARR SPECIALTY INSURANCE COMPANY

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## A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 99 06 18**

**(Ed. 4-15)**

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### **AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES**

We agree to give thirty (30) days' notice of cancellation to the following certificate holder(s) in the event that we cancel the policy for any reason other than non-payment of premium:

#### **SCHEDULE**

We will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities for which thirty (30) days' notice of cancellation is required by an "insured contract" but only with respect to an entity for which you are directly or indirectly performing your work.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will such failure result in obligation or liability of any kind upon us, our agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

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 99 06 18**  
**(Ed. 4-15)**