

National Accounts Casualty Program Binder

WC 500K; GL 250K; and AL 250K deductible



Binder for:

Radiate HoldCo, LLC.
(Astound)
650 College Road East, Suite 3100
Princeton, NJ 08540

Producer:

Willis Towers Watson, Northeast
200 Liberty Street, 7th Floor
New York, NY 10281

Prepared by:

CNA
1166 Avenue of the Americas
New York, NY 10036
Jin Min Oh, ***your Underwriter***

Effective Date: 02/01/2025
Expiration Date: 02/01/2026
Prepared on: 01/30/2025

Account Quotation is Subject To:

This binder is considered to be a multiline offering from CNA Financial Corporation, which contemplates Workers Compensation, General Liability, Auto Liability, and Umbrella Coverage. Should any of these lines of business not be selected, we reserve to right to revisit our pricing, terms, and conditions prior to binding coverage at the direction of Radiate Holdco, LLC through your broker, Willis Towers Watson.

This Binder is presented on behalf of *Willis Towers Watson, Northeast*

- No alterations in the Binder may be made without the prior written approval of CNA.
- In the event of any conflict or inconsistency in the text of this Binder and comments entered into a "Notes" field of this Binder Letter, the latter comments shall govern.
- Any questions regarding the Binder should be directed to:
 - Jin Min Oh at 347-501-1488

This Binder and its terms must be held in strict confidence by you and your producer and may not be disclosed to any other insurance or related services provider or unauthorized individual.

Section I. Contacts	<u>- 3</u>
Section II. Program Details	<u>- 4</u>
Section III. Coverage and Limits	<u>- 12</u>
Section IV. Named Insured Schedule	<u>- 19</u>
Section V. Claims Handling	<u>- 21</u>
Section VI. Program Narratives	<u>- 24</u>
Section VII. Services	<u>- 26</u>
Section VIII. Special Notes	<u>- 27</u>
Section IX. TRIA Disclosures	<u>- 33</u>
Section X. Broker Commission	<u>- 34</u>

Section I. Contacts

CNA Team Members Contacts

Name/Title	Address	Contact Information
Jin Min Oh Underwriting Consulting Director	1166 Avenue of the Americas New York, NY 10004	347-501-1488 jin.oh@cna.com
Krysta Dilley Sr. Underwriting Technician		Krysta.dilley@cna.com 908-991-4431
Tanner Chase Risk Control Consulting		(857) 330-2555 Tanner.chase@cna.com
John Taylor Client Services Director		617-963-6439 John.Taylor2@cna.com

Producer Contacts

Name	Address	Contact Information
Thomas Mikalonis Broker	200 LIBERTY ST 7TH FLOOR NEW YORK, NY 10281	Thomas.Mikalonis@WillisTowersWatson.com
Jessica McLaughlin Vice President	200 LIBERTY ST 7TH FLOOR NEW YORK, NY 10281	Jessica.McLaughlin@willistowerswatson.com
Susan Verni Client Advocate	200 LIBERTY ST 7TH FLOOR NEW YORK, NY 10281	212-915-8123 susan.verni@willistowerswatson.com

Insured Contacts

Name/Title	Address	Email Address	Phone Number
Dawn Lawton, Treasury Analyst	650 College Road E. Suite 3100 Princeton, NJ 08540	Dawn.Lawton@astound.net	609-452-8197

Section II. Program Details

A.) Schedule of Policies

Policy Number	Issuing Company	Line of Business	Rating Plan	Ded/Retro/SIR Limit	Conversion Months / Date	States/ Jurisdiction	ALAE
6072624932	American Casualty Company of Reading, Pennsylvania	Workers' Compensation	Paid Loss WC Large Deductible	\$500,000	Not Applicable	All Deductible States excl. CA	Included
6057330394	Continental Insurance Company	Workers' Compensation	Paid Loss WC Large Deductible	\$500,000	Not Applicable	CA	Included
6057330413	Valley Forge	Workers' Compensation	Paid Loss Retro	\$500,000	Not Applicable	AZ	Included
6057375660	Valley Forge	General Liability (Stop Gap)	Paid Loss Retro	\$500,000	Not Applicable	AZ	Included
8018570633	Continental Casualty Company	General Liability	Paid Loss Third Party Deductible	\$250,000	Not Applicable	All States	Included
8018398071	Continental Casualty Company	Automobile Liability	Paid Loss Third Party Deductible	\$250,000	Not Applicable	All States	Included
8018570616	Continental Casualty Company	Automobile - Trailers APD	Guaranteed Cost	Not Applicable	Not Applicable	All States	Included

For the 2-1-2025 policy period, please note the new policy numbers for GL and AL, as both lines of business are now loss sensitive.

APD for trailers has a new policy number as well.

B.) Premium & Adjustment

Premium Component	Exposure	Exposure Basis	Adjustment Rate	Premium/Cost	Minimum \$
Workers' Comp Deductible - AOS	161,771,772	Per \$100 of Workers' Comp Payroll excluding monopolistic states	0.2570	415,753	374,178
Workers' Comp Deductible - CA	28,305,701	Per \$100 of Workers' Comp Payroll excluding monopolistic states	0.2570	72,746	65,471
Workers' Comp Retro - AZ	348,932	Retro - Standard Premium	N/A	576	
Retro Tax Multiplier			1.02	deferred	
General Liability (Stop Gap) - WA & OH payroll	40,979,116	Non-Subject Premium	N/A	1,000	\$
Stop Gap TRIA				12	
General Liability 2M Occ/4M Gen Agg - 250K deductible	1,574,971,081	Per \$1,000 of Sales	0.462	727,000	727,000
GL TRIA				7,270	7,270
Automobile Liability - 250K deductible	1,577	per 1 power unit	1,592.92	2,512,035	2,512,035
AL - trailer	21	per 1	56.00	1,176	1,176
APD TX/Grande Trailer	29	per 1	128.00	3,712	3,712
Expense Constant	N/A	See C. below	See C. below	698	
Assessments, Surcharges & Taxes - tentative until policy issuance	N/A	See C. below	See C. below	62,850	N/A
TRIA & WC Catastrophe	N/A	See C. below	See C. below	35,600	N/A
Brokerage Commission (included in the above premiums)	N/A	\$586,588 For breakout, see the commission page	See X. below	see last page	See X. below
Total Program Costs				3,840,428	

Account Quotation is Subject To:

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C.) Assessments, Surcharges, Taxes, TRIA, Catastrophe & Expense Constant

Assessments, Surcharges & Taxes

Policy	Rating Plan	Assessments, Surcharges & Taxes Type	Total Amount
Workers' Compensation (AOS)	Deductible	Various	\$37,182
Workers' Compensation (CA)	Deductible	Various	\$22,680
Workers' Compensation (Retro)	Retro	Various	\$0
General Liability	Guaranteed Cost	Various	\$281
Automobile Liability and/or Physical Damage	Guaranteed Cost	Various	\$2,707
Total ** - tentative until policy issuance			\$62,850

TRIA, Catastrophe (O/T Cert Acts of Terror) & Expense Constant

Item	Value
Workers' Compensation TRIA Charges	25,072
Workers' Compensation Catastrophe (O/T Cert Acts of Terror) Charges	10,528
Workers' Compensation Expense Constant(s)	698
General Liability TRIPRA Charges	7,270
General Liability TRIPRA Charges - Stop Gap	12
Total	43,580

Taxes, Assessments and Surcharges will be adjusted at audit and where required, at rating plan adjustments and the results will be billed or credited, as appropriate.

D.) Payment Terms

Premiums are payable on the following installment schedule (not including Loss Billings & Variable Claim Fees):

Line of Business	Policy Number	Type of Payment	First Installment Due (2-15-2025)	11 remaining Installments Due Each 1st Day	Total Estimated Cost (\$)
Workers' Compensation - AOS	6072624932	Deductible Premium (AOS)	\$34,647	\$34,646	\$415,753
	6072624932	TRIA	\$23,648		\$23,648
	6072624932	CAT Charges	\$10,528		\$10,528
	6072624932	Expense Constant	\$338		\$338
	6072624932	Assessments, Surcharges & Taxes	\$37,182		\$37,182
Workers' Compensation - CA	6057330394	Deductible Premium (CA)	\$6,064	\$6,062	\$72,746
	6057330394	TRIA	\$1,415		\$1,415
	6057330394	Expense Constant	\$200		\$200
	6057330394	Assessments, Surcharges & Taxes	\$22,680		\$22,680
Workers' Compensation - Retro	6057330413	Retro Standard Premium	\$576	\$0	\$576
	6057330413	Tax Multiplier			N/A
	6057330413	TRIA	\$9		\$9
	6057330413	Expense Constant	\$160		\$160
	6057330413	Assessments, Surcharges & Taxes	\$0		\$0
General Liability (Stop Gap)	6057375660	Subject Premium			N/A
	6057375660	Non-Subject Premium	\$1,000		\$1,000
	6057375660	TRIA	\$12		\$12
General Liability	8018570633	Policy Premium	\$60,587	\$60,583	\$727,000
	8018570633	TRIA	\$7,270		\$7,270
	8018570633	Assessments, Surcharges & Taxes	\$281		\$281
Auto Liability	8018398071	Policy Premium	\$209,339	\$209,336	\$2,512,035
	8018398071	Assessments, Surcharges & Taxes	\$2,707		\$2,707

APD - trailers	8018570616		\$4,888		\$4,888
Total Premium			\$423,531	\$310,627	\$3,840,428

Installments:

Subsequent installments

\$310,627 each month after the initial installment.

\$310,627 x 11 months = \$3,416,897 + initial installment \$42,531 = \$3,840,428.

***Note - Amounts/due dates for 1st/2nd installments may vary from the above schedule based on the date invoices are issued.**

Installment invoices to: Agency

Loss reimbursement invoices to: Insured

The Policies below contain a Premium Deferral which will be adjusted at the first Retro Accounting:

Line of Business/Policy #	Policy Number	Deferral Amount
Workers' Compensation		\$
General Liability (Stop Gap)		\$
		\$

E.) Plan Maximum *

Option: Plan Max See Below; Not Applicable

Lines of Business	Exposure	Exposure Basis	Adjustment Rate	Premium	Maximum Losses	Plan Max incl. ALAE
Workers' <input checked="" type="checkbox"/> Compensation: General Liability: <input checked="" type="checkbox"/> Auto Liability: <input checked="" type="checkbox"/>	\$190,426,405	Per \$100 of Workers' Comp Payroll excluding monopolistic states	5.30	\$incl above	10,095,000	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>

* The Plan Maximum is the maximum amount you shall be obliged to pay under the plan(s) except interest on overdue payments, TPA fees and certain related costs, additionally imposed taxes, fees and assessments, and as may be noted below. The Plan Maximum is the sum of paid losses, reserves for unpaid losses, the additional charges indicated below, and if applicable, loss conversion charges, claim service fees, and if applicable, ALAE as limited under the provisions of the plans. The Maximum Losses will only adjust upwards and will never be below the amount stipulated in the table above

Additional Charges included in the Plan Maximum:

- Loss conversion charges and claim service fees on incurred losses included in 'Maximum Incurred Losses' above, unless paid to a claims administrator under any claim service agreement
- The audited WC Deductible Plan premium if applicable
- The audited Third Party Deductible Plan premium if applicable
- The retention and excess loss premium of the Rating Plan
- Premium taxes
- Residual market charges
- Non-subject premiums, non-ratable elements, regulatory assessments and administrative fees

F.) Collateral

	Amount (\$)	Collateral Form
Collateral Currently Held	\$4,990,000 adjustment type is 125% of Ultimate for Life of Program	Letter of Credit
Total Held		
Additional Collateral Required	\$2,065,000 adjustment type is 125% of Ultimate for Life of Program	Letter of Credit
Total Collateral Required	\$7,055,000 adjustment type is 125% of Ultimate for Life of Program	Letter of Credit

NOTES:

Please note that the adjustment type will be 125% of Ultimate for Life of Program.

For 2-1-2025 to 2-1-2026 policy period:

WC loss pick at 500K = 1,275,000 – when we had the expiring program structure, WC was a flat renewal.

As GL and AL are now loss sensitive with \$250,000 deductible, loss picks are:

GL loss pick at \$250,000 = \$565,000

AL loss pick at \$250,000 = \$1,500,000

As noted previously, we are requiring 100% of the loss picks for GL and AL = \$2,065,000.

Therefore, the total collateral need for the 2-1-2025 to 2-1-2026 policy period is \$7,055,000.

Insured will need to post additional collateral in the amount of \$2,065,000.

G.) Retrospective Rating Plan

- i. **Lines of Business and Loss Limits** subject to the retrospective rating plan are referenced in Section A. above.

- ii. **Retrospective Rating Plan Formula**

$$\left[\begin{array}{c} \text{Company} \\ \text{Expenses} \\ \text{Basic/Retention} \end{array} + \begin{array}{c} \text{Excess} \\ \text{Loss} \\ \text{Premium} \end{array} + \left(\begin{array}{c} \text{Incurred} \\ \text{Subject} \\ \text{Losses} \end{array} \times \begin{array}{c} \text{Loss} \\ \text{Conversion} \\ \text{Factor}^* \end{array} \right) \times \begin{array}{c} \text{Loss} \\ \text{Development} \\ \text{Factor}^* \end{array} \right] \times \begin{array}{c} \text{Tax} \\ \text{Multiplier} \end{array} = \begin{array}{c} \text{Rating} \\ \text{Plan} \\ \text{Premium} \end{array}$$

*The default value for the factors is 1.0 unless otherwise specified. Subject to minimum and maximum provisions:

- iii. **Loss Limit Charge (Excess Loss Premium)**

Included in the Basic/Retention

- iv. **Loss Conversion Factor**

Lines of Business	LCF Limit	Factor*	Adjustment Basic	ALAE (as defined by CNA)
Workers' Compensation	\$500,000	1.00	Incurred Losses (Paid Losses, Paid Expense and Reserves)	Included
General Liability	\$500,000	1.00	Incurred Losses (Paid Losses, Paid Expense and Reserves)	Included

*If the LCF =1.00 please see the Claim Handling Section.

- v. **Tax Multiplier**

Applicable To	Estimated Amount to 1 st Retro Calculation	Factor	Factor Type
Overall Retro	Deferred to 1st Adjustment	1.04	Fixed

- vi. **Minimum Premium**

Minimum Premium = Basic * Tax Multiplier

- vii. **Plan Maximum**

Plan Maximums are referenced in Section C. above

Section III. Coverage and Limits

Worker's Compensation

Policy Number: 6072624932, 6057330394, 6057330413

Policy Limits- Worker's Compensation		
Worker's Compensation	States Covered	Statutory
Employers Liability	Bodily Injury by Accident, each Accident Bodily Injury by Disease- Policy Limit Bodily Injury by Diseases- each Employee	\$1,000,000 \$1,000,000 \$1,000,000
U.S. Longshoremen's and Harbor Workers		Statutory
Foreign Reimbursement – Voluntary Workers Compensation	Each Employee Aggregate Policy Limit	\$1,000,000 \$1,000,000
Foreign Reimbursement – Repatriation Limit Expense	Each Employee Each Accident Each Policy Limit	\$100,000 \$1,000,000 \$1,000,000
Stop Gap Liability	Each Person Each Occurrence	\$1,000,000 \$1,000,000
	Bodily Injury by Disease- Aggregate	\$1,000,000

AOS, CA, RETRO		FORM NAME
		90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
		90 day Cancellation by Us (except 10 days, or any greater notice period required by law, if non-payment)
		ALTERNATE EMPLOYER ENDORSEMENT
		ANNIVERSARY RATING ENDORSEMENT
		CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
		Contingent Experience Rating Modification Factor Endorsement, if applicable
		DEDUCTIBLE/RETROSPECTIVE ENDORSEMENTS AS APPLICABLE BY STATE
		Deductible/Loss Reimbursement Endorsement (CA)
		Employers Liability Coverage Endorsement
		Experience Rating Modification Factor Endorsement
		Foreign Voluntary
		Increased Limits of Liability Endorsement (Not applicable in CA)

		Installment Endorsement
		Longshore and Harbor Workers' Compensation Act Coverage Endorsement – "if any"
		Loss Reimbursement Program
		Loss Reimbursement Program Premium Endorsement
		Named Insured Endorsement
		Notification of Change in Ownership Endorsement
		Pending Rate Change Endorsement, if applicable
		Premium Due Date Endorsement
		Retrospective Endorsements as Required by States
		Stop Gap Liability Coverage
		Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
		Unintentional Errors and Omission or Failure to Disclose Endorsement
		Various Amendatory Endorsements as Required by States
		Voluntary Compensation and Employers Liability Coverage Endorsement as applicable
		Waiver of our Rights to Recover from Others
		Your Duty if an Injury Occurs

STOP GAP		FORM NAME
		90-day Cancellation by Us (except 10-days, or any greater notice period required by law, if for non-payment)
		Asbestos Exclusion Endorsement
		Cap on Losses From Certified Acts of Terrorism
		Duty to Defend - Wyoming
		Examination of your Books and Records Endorsement – North Dakota
		Monopolistic states/commonwealths of North Dakota, Ohio, Washington, Wyoming
		Named Insured Endorsement
		Nuclear Energy Liability Exclusion Endorsement
		State Amendatory Endorsement (Stop Gap Liability) – Washington
		Stop Gap Liability Coverage Endorsement – Ohio
		Stop Gap Liability Coverage Part

Please note that other C.N.A. amendatory forms may be attached.

General Liability

Policy Number: 6057236936

Policy Limits- General Liability		
Coverage		Limit
General Liability	Each Occurrence Limit	\$2,000,000
Personal and Advertising Injury Limit		\$2,000,000
Medical Expense – Any One Person	Any One Person	\$15,000
Products/ Completed Operations Aggregate Limit		\$4,000,000
General Aggregate Limit (Other than Products/Completed Operations)	See below endorsement	\$4,000,000
Employee Benefit Liability	Each Employee Aggregate	\$1,000,000
Damage to Premises Rented to You	Any One Fire	\$1,000,000

Form Number		Form Title
CG0001		Commercial General Liability Coverage Form
		90 day Cancellation by US (except 10 days, or any greater notice period required by law, if non- payment
CNA74745XX		Additional Insured - Designated Person or Organization Endorsement
CNA75078XX		Additional Insured - Financial Interest Endorsement
CNA75116X		Amendment - Infringement of Copyright, Patent, Trademark Trade Secret or Other Intellectual Property Rights or Laws Endorsement
CNA74719XX		Asbestos Exclusion Endorsement
CNA62646XX		Bridge Endorsement
CNA75108XX		Broad Named Insured Endorsement
CNA74726XX		Calculation of Premium Endorsement
CNA62642XX		Common Terms and Conditions
		Composite Rate Endorsement
CNA74942NJ		Coverage for Liability for Hazards of Lead without Sublimit Endorsement - New Jersey
CNA74658XX		Earlier Notice of Cancellation Provided by the Insurer Endorsement
CNA86269XX		Employee Benefits Liability - Amended Definition of Executive Officer Endorsement
CNA74721XX		Employee Benefits Liability Coverage Part - Occurrence
CNA74761XX		Employment-Related Practices Exclusion Endorsement
CNA74708XX		Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement
CNA74827XX		General Aggregate Limit - Designated Locations Endorsement
CNA74826XX		General Aggregate Limit - Designated Projects Endorsement
CNA83110XX		Installment Schedule
CNA74825XX		Limited Contractual Liability - Railroads Endorsement

CNA74727XX		Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CNA89319XX		Policy Holder Notice - Countrywide
CNA74843XX		Pollution Exclusion Amendatory Endorsement
CNA74687XX		Silica Exclusion Endorsement
CNA74872XX		Technology General Liability Extension Endorsement
CG 20 10		Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization
CG 20 37		Additional Insured - Owners, Lessees Or Contractors - Completed Operations
CNA74739XX		Additional Insured - State of Governmental Agency or Subdivisions or Political Subdivision - Permits or Authorizations Endorsement
CNA74968XX		Additional Insured - Managers or Lessors of Premises Endorsement
CNA74987XX		Primary and Noncontributory - Other Insurance Condition Endorsement
CNA75008XX		Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement
CNA74702XX		Changes - Notice of Cancellation or Material Restriction Endorsement
CG 40 35	12-23	Cyber Incident
CG 00 69	12-23	Violation of Law Addressing Data Privacy
CG 20 16	02-23	Access or Disclosure of Confidential or Personal Material or Information (replaces CNA 75089)
CNA62700XX		Amendment to Policy Declarations - Named Insured Endorsement
CNA81503XX		Cap on Losses from Certified Acts of Terrorism Endorsement
CNA74694XX		General Liability Coverage Part Declarations
CNA75126XX		Additional Declarations - General Liability Schedule of Locations and Coverages
CNA75080XX		Blanket Additional Insured – Owners, Lessees or Contractors – with Products Completed Operations – For Crown Castle USA only

Please note that other C.N.A. amendatory forms may be attached.

Please note the 3 cyber forms that we are attaching for the renewal. Conditional notices were sent to reflect the endorsement requirements.

Automobile Liability

Policy Number: **8018398071** – please note the new policy number

Policy Limits- Auto Liability		
Coverage – Liability	Symbol	Limit
Liability	1	\$5,000,000
Medical Payments	2	\$5,000
Personal Injury Protection	5	Statutory
Uninsured Motorist/Underinsured Motorist	6	Reject/Stat Min

FORM	ED. DATE	FORM NAME
CA 00 01		BUSINESS AUTO COVERAGE FORM
CA 99 03		AUTO MEDICAL PAYMENTS COVERAGE
CNA85611XX		BUSINESS AUTO COVERAGE PART DECLARATIONS
IL 00 03		CALCULATION OF PREMIUM
CNA86492XX		COMMERCIAL AUTO POLICY HOLDERS RIDE-SHARING EXCLUSION
IL 00 17		COMMON POLICY CONDITIONS
		COMPOSITE RATE ENDORSEMENT
CA 99 54		COVERED AUTO DESIGNATION SYMBOL
CA 20 48		DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE
G-144291-A		ECONOMIC AND TRADE SANCTIONS CONDITION
CA 20 54		EMPLOYEE HIRED AUTOS
CA 99 33		EMPLOYEES AS INSUREDS
SCA 23 500 D		EXTENDED COVERAGE ENDORSEMENT BA PLUS
CA 99 16		HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN
CA 20 01		LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CNA86105XX		NAMED INSURED ENDORSEMENT
CNA72315XX		NOTICE OF CANCELLATION OR MATERIAL CHANGE DESIGNATED PERSON OR ORGANIZATION
IL 00 21		NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
CNA84401XX		PAYMENT PLAN SCHEDULE
CA 23 44		PUBLIC OR LIVERY PASSENGER CONVEYANCE EXCLUSION
CA 04 44		WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CNA71527XX		ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY
CNA71526XX		ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

CA 99 44	-	LOSS PAYABLE CLAUSE Does not apply for loss sensitive option
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Please note that other C.N.A. amendatory forms may be attached.

Notes on the auto:

- Auto Combined Single Liability limit is \$5,000,000.
- Radiate vehicle schedule is per current program which includes RCN, Grande, Wave, WOW, and EnTouch. Schedule has been submitted by Willis. Once the program binds, we will have a final schedule. Please note that the schedule does not have equipment such as snowmobiles, etc.
- As per current Radiate program, statutory limit for no fault applies and minimum statutory limit for UM/UIM applies. TX exposure does not include UM/UIM as coverage has been rejected per signed forms on file with the company. We will require an updated rejection form.
- Program is liability only with the exception of trailers noted on the premium component page.
- Endorsements include: CNA Extended Coverage Endorsement – BA Plus, Hired & Non-Owned Auto liability, Employees as insureds for non-owned automobile, Hired Autos Specified as Autos you Own, blanket waiver of subrogation, Employee Hired Auto, AI-Primary and Non-Contributory, NOC provision for certificate holders (CNA68021XX).

Auto – GC – trailers APD trailer coverage – policy number 8018570616 - Continental Casualty Company

Section IV. Named Insured Schedule – this is from the 2025 submission.

Company Name	FEIN	WA UBI	BC#
Radiate Holdings, LP	81-3528473		
Radiate TopCo, LLC	81-3557587		
Radiate HoldCo, LLC	81-3541495		
Radiate Finance, Inc.	81-4967027		
Yankee Cable Acquisition, LLC	27-2142540		
Yankee Cable Parent, LLC	27-2142379		
21st Century Telecom Services, Inc.	52-2113018		
RCN Cable TV of Chicago, Inc.	52-2113019		
RCN Capital Corp.	46-2903468		
RCN Digital Services, LLC	26-0221845		
RCN ISP, LLC	27-3271068		
RCN Management Corporation	27-3270227		
RCN NY LLC 1	27-2417074		
RCN Telecom Services (Lehigh), LLC	23-2472885		
RCN Telecom Services of Illinois, LLC	41-2071474		
RCN Telecom Services of Massachusetts, LLC	27-2081077		
RCN Telecom Services of New York LP	27-2081288		
RCN Telecom Services of Philadelphia, LLC	23-2864826		
RCN Telecom Services, LLC	27-2131198		
Starpower Communications, LLC	52-2061905		
Grande Communications Networks, LLC	52-2229928		
Grande Parent, LLC	27-0636739		
Radiate Acquisition, Inc	84-5102224		
Astound Business Solutions, LLC	81-3528473		
Astound Networks, LLC	99-4162534		
Astound Networks California, LLC	99-4017289		
Astound Networks Illinois, LLC	99-4039454		

Astound Networks Indiana, LLC	99-3992923		
Astound Networks Maryland, LLC	99-4118104		
Astound Networks Massachusetts, LLC	99-4108047		
Astound Networks New York, LLC	99-4143973		
Astound Networks Oregon, LLC	99-4053268		
Astound Networks Pennsylvania, LLC	99-3950924		
Astound Networks Texas, LLC	99-3917059		
Astound Networks Virginia, LLC	99-3966856		
Astound Networks Washington, LLC	99-3928859		
Astound Networks Washington, DC LLC	99-4075127		
En-Touch Systems, Inc	76-0508502		
ETS Telephone Company, Inc.	76-0479529		
EN-Touch Alarm Systems, Inc	76-0635832		
ETS Cablevision, Inc	76-0495523		
Astound Broadband, LLC	46-3670078		
Cedar Communications, LLC	None	602-243-336	
OH WDH Holdco, LLC	45-5469018		
Sawtooth Technologies LLC	91-1896755		
Seattle's Best Internet, LLC	27-0251714		
SNI Networks Canada, ULC	None		BC0935587
Vanoppen.biz, LLC	20-0362219		
Wave Business Solutions, LLC	81-2578442		
Wave Data Centers, LLC	47-3901863		
Wave Holdco Corporation	47-1054506		
Wave Holdco, LLC	47-1040998		
Wave Management, LLC	83-2595541		
Wave Monitoring, LLC	61-1816592	604-086-897	
Wave/Powers Acquisition, LLC	None	602-682-347	
WaveDivision Holdings Corporation	46-1083382		
WaveDivision Holdings, LLC	45-0495565		
WaveDivision I, LLC	91-1156852		
WaveDivision II, LLC	None	602-246-446	
WaveDivision III, LLC	None	602-246-444	
WaveDivision IV, LLC	None	602-303-671	
WaveDivision VII, LLC	None	602-730-238	
WDH Black Rock, LLC	46-2430493		
WDH Canada, LLC	46-3517383		

WaveDivision Capital III, LLC	46-1116563		
Wave Legacy Blocker, LLC	80-0854153		
Digital West Holdings, Inc	81-4643934		
Norcast Communications Corporation	77-0568644		
Blue Rooster Telecom, Inc	27-0929141		
The Norcast Corporation	77-0514476		
Digital West Networks, Inc.	77-0578109		
WOW	N/A	Asset purchase only	
FastMesh	N/A	Asset purchase only	
Harris Broadband	N/A	Asset purchase only	
Astound II, LLC	99-2578515		

IN ORDER TO AVOID ANY BUREAU CRITS, WE NEED ALL THE ACCOMPANYING FEIN NUMBERS FOR WAVE. PLEASE SEND SO OUR POLICY REFLECTS THE ACCURATE INSURED AND ACCOMPANYING FEIN.

NOTE:

WOW, FastMesh, Harris Broadband are asset purchases only.

Claims Handling - Included

Workers' Compensation, General Liability & Auto Liability and/or Auto Physical Damage

This program includes CNA ClaimPlus, Inc. as your claim service provider.

The following table displays the claim pricing for the life (Cradle to Grace) of the claim handling file. This table applies to all claims received during the term of the contract.

Claim Handling Type	Included in Premium
---------------------	---------------------

The above prices are based on the following consultation levels.

Case Estimate	\$25,000
Settlement	\$25,000
Reserve Changes	\$25,000
Reporting Level	\$25,000
Report Type	Written
Report Frequency	Semi-annual

Workers' Compensation Deductible Plan

Workers' Compensation Deductible Credit

The Deductible Premium for your deductible policy(ies) will be calculated at inception and at audit using the Deductible Rate shown above. To achieve this Deductible Rate at audit, it may be necessary to adjust the Deductible Credit shown on your policy(ies).

Deductible Plan Accounting

Paid Loss WC Deductible Plan Accounting (Non Converting)

During the policy period, you will be charged estimated deductible premium and assessments.

After the policy expiration, the premium audit will be completed and the difference between the collected and actual premium and assessments will be billed directly to you with a copy to your producer approximately 3 months following the program expiration. Payment of any amounts due must be received by CNA within 30 days of billing.

During the paid loss program period you will be billed Quarterly for the paid losses and expenses and claim handling fees, if any, associated with this program.

Third Party Deductible Plan Accounting

Paid Loss Deductible Plan Accounting for Automobile Liability and/or General Liability

During the policy period you will be charged estimated deductible premium and assessments.

After the policy expiration, the premium audit will be completed and the difference between the collected and actual premium and assessments will be billed directly to you with a copy to your producer approximately 3 months following the program expiration. Payment of any amounts due must be received by CNA within 30 days of billing. The subject premium adjustments are incorporated in the annual program reconciliation and will not be billed separately.

During the paid loss program period you will be billed Quarterly for the paid losses and expenses and claim handling fees, if any, associated with this program.

As of the Plan close out date, CNA will prepare a final reconciliation between your loss payments to date and the limited ultimate losses, determined by applying the incurred loss development factor times limited incurred losses, under the AL/GL Deductible Plan. This reconciliation will be billed directly to you with a copy to your producer approximately 3 months following the evaluation date. Payment of any amounts due must be received by CNA within 30 days of billing.

Paid Loss - Interest In Lieu Of Loss Fund

You will be billed as set forth in the table below for reimbursement of the prior (Loss Bill Frequency) paid losses and paid allocated claim expenses, in addition to any claim handling expenses incurred under the policies subject to the claim service program, an interest charge, and any state mandated sales or service taxes or assessments on fees and expenses.

The interest charge compensates CNA for the use of its funds to pay losses and expenses prior to receiving reimbursement from you. The interest charge shall be computed as indicated below, based on the Loss Bill Frequency, Adjustment Factor and Factor Application using either (a) the Commercial Dealer Paper rate described in the below table in effect the first Friday of each respective Loss Billing Frequency, as published in the Midwest Edition of *The Wall Street Journal* under the section entitled "Money Rates" or any successor section or (b) if *The Wall Street Journal* does not publish such a rate on that Friday, the AA Financial Commercial Paper rate described in the below table in effect on that Friday as reported by the Board of Governors of the Federal Reserve System in Statistical Release "Commercial Paper" or any successor Release reporting such rate, adjusted for the billing frequency.

Paid Loss WC Large Ded & Ret 6072624932, 6057330394, and 6057330413 GL deductible policy number 8018570633 AL deductible policy number 8018398071	
Credit Terms	15 Days
Loss Bill Frequency	Quarterly
Billing Months	May, August, November, February
Adjustment Factor	1.5
Factor Application	Paid Losses Plus Paid Expenses
Rate Description	90 Day (3 Mth) Dealer Commercial Paper

Premium Billing

All premiums are to be paid directly to CNA (Chicago). Installment premiums are due at inception and on the same day of each month thereafter. Other payments must be received by CNA (Chicago) on or before the due date indicated.

Effective 08/28/2009 all payments and wire transfer are to be sent to :

Continental Casualty Company
23453 Network Place
Chicago, IL 60673-1234

Remit ACH and wire transfers to :

JP MORGAN CHASE BANK,N.A.,
New York, NY ABA
021000021

Account Name: CCC P&C Receipts,
Account Number: 323874908

Reference: "Branch & Producer" & "C Reference & Invoice #"

Delinquent Payments

When you accept this program, you agree to pay each amount due by the respective due date, after which time a payment will be considered past due and interest will accrue to the benefit of CNA. Interest shall be based on the daily equivalent of 5 percent per annum plus either a) the ninety (90) day Dealer Commercial Paper rate in effect on the first Friday of each month such payment is past due, as published in the Midwest Edition of *The Wall Street Journal* under the section entitled "Money Rates" or any successor section or (b) if *The Wall Street Journal* does not publish such a rate on that Friday, the ninety (90) day AA Financial Commercial Paper rate in effect on that Friday as reported by the Board of Governors of the Federal Reserve System in Statistical Release "Commercial Paper" or any successor Release reporting such rate. Interest will compound daily until full payment is received.

Failure to Pay Amounts Due to CNA

If you do not pay any amount due CNA when due under the terms of the policies or the Finance Agreement; or if you do not deliver or adjust the collateral as required in the Finance Agreement then you will be in default.

If you are in default, then CNA may terminate the policies after giving ten (10) days written notice of termination to you (or any greater period required by law). CNA may also, at its option, do any or all of the following: (i) accelerate billing of all installments of premium and other sums that may become payable under the policies or the Finance Agreement, which will become immediately due and payable,

(ii) if applicable, convert the insurance program to an incurred loss plan and perform an adjustment using incurred losses, with the entire balance so computed becoming immediately due and payable; provided, with respect to the rating plan policies, if the policy period of those policies has not expired, the rating plan estimated premium becomes payable monthly or on a pro rata basis over the remaining policy period of the

policies; (iii) perform an adjustment using the ultimate loss amount, as determined by CNA, with the entire balance so computed becoming immediately due and payable; and/or (iv) draw upon the collateral in the full or any lesser amount.

In the event CNA undertakes any efforts to collect any amounts due from you under the policies or the Finance Agreement, you will indemnify CNA for the costs, expenses, and fees of such collection efforts, including attorneys' fees, plus interest to the extent allowed by law. Any such interest and collection costs, expenses, and fees will be in addition to any applicable plan maximum.

Risk Control Services

CNA Risk Control offers a full range of effective loss prevention solutions that are designed to produce exceptional results in support of the underwriting of our clients' property, casualty, transportation, marine and specialty coverage. Our goal is to help our customers improved their risk prevention programs to reduce the likelihood of a loss from occurring or the severity of the loss should one occur.

CNA has been successful in collaborating with its clients to prevent or reduce costly losses for over 30 years. We have earned the trust of our clients in order to achieve a shared goal. That goal is simple; prevent costly losses and business interruption. Our main concern is to help you stay in business.

CNA brings expertise in managing risk control and health and safety programs for any size company. Partnering with CNA Risk Control Services will provide measurable financial results and solutions to business issues while at the same time providing strategies and guidance to achieve continuous improvement.

- i. Basic underwriting risk assessments will be completed during the policy year.
- ii. A Risk Control Service Plan may be developed to address your specific loss prevention concerns.

RMIS Information Services

(Package A)

Your program includes the following services:

Basic Services	Client Support access via 1-800-727-3071 or via email at RMISClientSupport@cna.com
Loss Runs Available via the Internet	36 total reports per year in any combination of available formats. Reports may be scheduled monthly, quarterly, semi-annually or annually.
eSight® Claim Status Access	No of Id's: Notes, where permitted by law, claim payments and status reports per Special Handling Instructions

Section VIII. Special Notes

This binder assumes all lines of business quoted are part of a joint insurance program and cannot be selected individually, unless expressly agreed to in writing by an authorized representative of CNA.

Documentation

Upon acceptance of this program, you (and your producer, where applicable) agree to provide CNA - within 30 days of request - with appropriately-signed documents including, but not limited to:

- i. Documents required by various insurance regulatory bodies
- ii. Appropriate CNA finance agreement (and security required)
- iii. Letter confirming all aspects of the program
- iv. Any requisite Claims Administration contracts

All documents requiring signature must be signed by a corporate officer of your organization, and in some instances, on behalf of your producer. All documents must be dated as of the program effective date.

By your acceptance of the insurance program, you agree and acknowledge that your promise to provide any required collateral at inception and to execute a Finance Agreement within 30 days is material consideration for the insurance program without which CNA would not have agreed to bind the program. If you fail to provide the collateral at inception and/or timely execute the Finance Agreement, such failure will be deemed to be your failure to pay premium when due and CNA may cancel any impacted policy for nonpayment of premium in accordance with the cancellation provisions of the policy.

Premium Billing

All premiums are to be paid directly to CNA (Chicago). Installment premiums are due at inception and on the same day of each month thereafter. Other payments must be received by CNA (Chicago) on or before the due date indicated.

Effective 08/28/2009 all payments and wire transfer are to be sent to:

Continental Casualty Company 23453
Network Place
Chicago, IL 60673-1234

Remit ACH and wire transfers to:

JP MORGAN CHASE BANK,N.A.,
New York, NY ABA
021000021
Account Name: CCC P&C Receipts, Account
Number: 323874908
Reference: "Branch & Producer" & "C Reference & Invoice #"

Delinquent Payments

When you accept this program, you agree to pay each amount due by the respective due date, after which time a payment will be considered past due and interest will accrue to the benefit of CNA. Interest shall be based on the daily equivalent of 5 percent per annum plus either a) the ninety (90) day Dealer Commercial Paper rate in effect on the first Friday of each month such payment is past due, as published in the Midwest Edition of *The Wall Street Journal* under the section entitled "Money Rates" or any successor section or (b) if *The Wall Street Journal* does not publish such a rate on that Friday, the ninety (90) day AA Financial Commercial Paper rate in effect on that Friday as reported by the Board of Governors of the Federal Reserve System in Statistical Release "Commercial Paper" or any successor Release reporting such rate. Interest will compound daily until full payment is received.

Failure to Pay Amounts Due to CNA

If you do not pay any amount due CNA when due under the terms of the policies or the Finance Agreement; or if you do not deliver or adjust the collateral as required in the Finance Agreement then you will be in default.

If you are in default, then CNA may terminate the policies after giving ten (10) days written notice of termination to you (or any greater period required by law). CNA may also, at its option, do any or all of the following: (i) accelerate billing of all installments of premium and other sums that may become payable under the policies or the Finance Agreement, which will become immediately due and payable, (ii) if applicable, convert the insurance program to an incurred loss plan and perform an adjustment using incurred losses, with the entire balance so computed becoming immediately due and payable; provided, with respect to the rating plan policies, if the policy period of those policies has not expired, the rating plan estimated premium becomes payable monthly or on a pro rata basis over the remaining policy period of the policies; (iii) perform an adjustment using the ultimate loss amount, as determined by CNA, with the entire balance so computed becoming immediately due and payable; and/or (iv) draw upon the collateral in the full or any lesser amount.

In the event CNA undertakes any efforts to collect any amounts due from you under the policies or the Finance Agreement, you will indemnify CNA for the costs, expenses, and fees of such collection efforts, including attorneys' fees, plus interest to the extent allowed by law. Any such interest and collection costs, expenses, and fees will be in addition to any applicable plan maximum.

Workers' Compensation Premiums

Workers' Compensation and Employers Liability final premiums and non-ratable elements and assessments are subject to rates approved by states and actual experience modifications. Premium adjustments resulting from WC/EL rate and premium changes applicable at inception, which were not recognized at time WC was rated, may result in revised installments reflecting the amount of any such adjustments.

Participating (Dividend) Plan Notice

The policies subject to a Rating Plan may include a participating provision. Dividends paid policyholders are declared by the Board of Directors out of earned surplus. Dividends are not guaranteed, are not declared until after the expiration of the policies involved, and may only be paid if so declared.

California Notice

Under California Law, it is unlawful for an insurer to promise the future payment of dividends under an unexpired Workers' Compensation Policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Board of Directors or other governing board of the company following policy expiration. It is a misdemeanor for any insurer or officer or agent thereof, or any insurance broker or solicitor, to promise the payment of future Workers' Compensation dividends.

Oregon Notice

It is unlawful in Oregon for an insurer to promise to pay policyholder dividends for any unexpired portion of the policy term or to misrepresent the conditions for dividend payment. Dividends will be due and payable only for a policy period that has expired, and only if declared by and under conditions prescribed by the Board of Directors of the Insurer. Furthermore, it is an unlawful rebate and a violation of the Oregon Insurance Code for an insured or a representative of an insured knowingly to accept a dividend pursuant to a promise to pay policyholder dividends if the promise is made before the policy is issued or if the promise is made for any unexpired portion of a policy period.

In the past, our Board of Directors has declared dividends for this plan in accordance with the following formula:

$$\left[\begin{array}{c} \text{Total Collected} \\ \text{Earned Premium} \end{array} - \begin{array}{c} \text{Company} \\ \text{Costs \& Profit} \end{array} + \begin{array}{c} \text{Incurred} \\ \text{Losses \&} \\ \text{Loss} \\ \text{Expenses} \end{array} \right]$$

Company costs and profit have usually been determined by applying a retention factor to the total standard premium and adding applicable taxes and costs for limiting losses to be included in the calculation.

Incurred losses and loss expense is the sum of all paid losses and paid allocated loss adjustment expense; reserves for unpaid losses, whether or not as yet reported; and expected allocated loss adjustment expense associated therewith. Unallocated loss adjustment expense is determined by applying a loss expense factor to the sum of the above paid and reserved loss items.

Insurance Program Cancellation Policy

If any insurance subject to the rating plan is canceled, the cancellation effective date will become the end of the rating plan period for all insurance subject to the rating plan. You and CNA must agree to continue the rating plan period by specific policy endorsement.

- If CNA cancels because of your non-payment of premium, we will base the maximum rating plan premium on the standard premium or remuneration for the rating plan period, as applicable, extended pro-rata to the normal annual expiration date of policies subject to a one-year rating plan, or the normal three-year expiration date of policies under a three-year rating plan.
- If you cancel, without CNA's prior consent, any of the policies material to the rating plan or insurance program, CNA reserves the right to re-underwrite and re-price the plan and/or program.
- If you cancel, we will calculate the standard premium for the rating plan period in accordance with the applicable cancellation rules. This premium will become the minimum rating plan premium, and will be used to determine the retention or basic premium charge. We will also use the workers' compensation and employers' liability minimum plan premium in calculating the excess loss premium, if applicable. The maximum premium will be determined as stated above.
- **California Policies** - If you cancel the policy prior to the end of the policy term, a short term cancellation fee will apply. The final premium due us will consist of standard premium calculated based on the number of days the policy is in effect, plus a short term cancellation fee. The fee will range from 5% up to a maximum of 10% of the standard premium, subject to any applicable policy minimum premium.

If you cancel, the premium calculation may be less than pro rate. This provision does not apply if you cancel because:

- All work covered by the insurance is completed;
- All interest in the business covered by the insurance is sold; or
- You retire from all business covered by the insurance.

Automobile Vehicle Schedule

Complete schedule of Vehicles including description (year/make/model), garage location and Vehicle Identification Number (VIN) must be provided to CNA prior to policy inception.

Federal Employer Identification Number (FEIN)

For workers' compensation coverage, a complete schedule of the FEIN Numbers (by State and by Entity) must be provided to CNA prior to policy inception.

Workers' Compensation Employee Concentration Spreadsheet

Workers' Compensation—and Employers Liability—coverage is contingent upon CNA having a filed WC Employee Concentration Spreadsheet with current information at the time of inception of the policy. **All locations having employees must be listed.**

Program Estimates

Rates, premiums and other program aspects outlined in this binder are based on the accuracy of the estimates shown. Additional locations or exposures may make it necessary to re-evaluate rates, premiums and plan factors if such additional exposures, premiums or losses represent significant changes from what has been contemplated.

Premium Audits

Records for audit purposes must be available at each auditable location within 30 days following policy anniversary and expiration dates so that audits can be completed well prior to official plan computation dates.

Audit adjustments of subject and non-subject premiums will be due within 30 days of billing.

Line Of Business	Frequency
Workers' Compensation	Annual
Automobile Liability	Annual
General Liability	Annual

Premium Audit Records

Audit Records

- You will make available records of account required for completion of final audit to CNA within 30 days past policy expiration date.
- CNA reserve the right to complete a mid-term audit at any point during the policy period.
- Classification additions noted at mid-term audit will be endorsed onto the current term policy.

Audit Billing Instructions

The Premium Audit process is a statutory requirement that CNA must complete as part of this insurance coverage. The audit process may include a pre-audit visit, mid-term audit and final audits. Records must be made available for physical review from effective date until 3 years past policy expiration consistent with standard insurance forms.

A Pre-Audit visit is conducted on all new accounts and will involve a physical visit to meet with the primary premium audit contact to review the operations, policy classifications, exposure estimates and identify all locations of records information.

The final premium audit visit should be scheduled to take place within 30 days past expiration and all required records must be organized in a way that is conducive to complete an efficient and accurate premium audit. A CNA representative should contact you within 20 days before or after policy expiration. CNA adheres to standards requiring that field audits be completed within 60 days past expiration. Audits falling outside time standards may be subject to estimated audit processing. Please help us in maintaining our bureau compliance and required time standards.

Field Audit Type

The physical audit involves a premium auditor visiting your business operation to review the records of account to determine actual exposures and classifications applicable to the business operation. This process may be conducted at multiple locations.

Auditable Business Auto Policies

Auditable auto policies will be handled as follows:
Beginning total at inception of policy, as stated in confirmation letter/policy.
Ending number will be obtained upon physical audit.
 $\text{Beginning} + \text{Ending} = \text{Total}$, $\text{Divide Total by } 2 = \text{Composite}$

Premium Audit Location(s) of Required Records:

Line Of Business	Primary Location

We encourage that records for our premium audits be centralized at one location to assist in the completion of timely quality premium audits. We have found that this will result in less overlap of data gathering, which results in a higher quality final audit.

Policy Limits of Liability and Coverages

CNA is required by certain state statutes to offer uninsured motorists coverage ("UM") and underinsured motorists coverage ("UIM") equal to bodily injury and/or property damage liability limits of the policy, with the option to reject these coverages or to select a lower limit in many states. Similar elections are required by some states as respects Personal Injury Protection ("PIP") or other no-fault coverage. The premiums and rating plan components are based upon the selection or rejection of UM/UIM and PIP limits for each individual state indicated above.

In any state permitting election of UM/UIM limit "stacking", any UM/UIM coverage contemplated herein is based upon rejection of the "stacking" option.

Acceptance of the above program requires that the specific coverage selections/rejections be signed and dated, and that the election/rejection forms be signed by an individual authorized to make such coverage selections/rejections on behalf of all insured entities.

Due to state laws mandating signed confirmation of UM/UIM, PIP and other coverages selections dated and received by CNA on or prior to the inception of coverage, it must be agreed that If the signed UM/UIM Supplemental Applications are not received with the renewal specifications or during the quote-in- progress period, the UM/UIM coverage will be in accordance with the State required minimum limits only. The same minimum State requirements will apply to the PIP coverage.

In the event that CNA does not receive the signed supplemental applications on or before the inception of coverage and the UM/UIM and PIP coverages equal state required minimum limits, the deductible, retention and/or loss limit applicable to these coverages will equal the UM/UIM and PIP limits.

Collateral

Collateral is required for the current policy period. The requirements are outlined in the table above.

For as long as it is required, all of the collateral hereunder will secure all of your obligations under the policies, the insurance plans, and any related Finance Agreement entered into by you and any CNA insurance company, regardless of the type of coverage under which such obligations arise. If an event of default occurs under any such Finance Agreement, then CNA may utilize any of the collateral, in its sole discretion, to satisfy any of such obligations.

Collateral will be adjusted annually at renewal based upon losses evaluated as of ten (10) months after expiration for as long as you continue to renew the plan(s) with CNA, or if non-renewal or termination of the plan (s) occurs, as of six (6) months after expiration or termination of the policies and annually thereafter. The result of each collateral review will be furnished to you upon request

Letter of Credit

Collateral, if provided in the form of a Letter of Credit, must be in the form of a clean, irrevocable, unconditional, and automatically renewable Letter of Credit from a federally regulated institution acceptable to CNA for an initial term of one year from the coverage inception date. The following comments apply:

- We will furnish, on request, a sample form for required Letter of Credit wording.
- Beneficiaries include: American Casualty Company of Reading, Pennsylvania and/or Transportation Insurance Company and/or Continental Casualty Company
- Collateral must not be contingent upon reimbursement.
- A provision must be included in which the issuing institution agrees to provide CNA with written notice at least 60 days prior to expiration in the event the credit will not be renewed.
- Letter of Credit should be mailed to CNA via traceable means (e.g. UPS, DHL, FED-EX. See address below:

CNA
Collateral and Agreements, 19th Floor
333 South Wabash Avenue
Chicago, IL 60604

The Collateral hereunder, together with any security obtained by you for the benefit of the applicable CNA insurance companies, under the policy periods set forth above, will secure all of your obligations under the policies, the insurance plans, and any related Finance Agreement for the current policy period and any policy period listed herein, regardless of the specific term or type of coverage under which such obligations arise. If any event of default occurs under any such Finance Agreement, CNA may utilize any of the wrapped security, in its sole discretion, to satisfy any of such obligations.

IMPORTANT INFORMATION

NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM AND DISCLOSURE OF PREMIUM

You are hereby notified that under The Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be a "certified act of terrorism".

In accordance with this Act, we are required to continue to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium for this coverage will be included for each coverage part as shown below under DISCLOSURE OF PREMIUM and is included in, not in addition to, the premium shown on the Account Premium Recap.

DISCLOSURE OF PREMIUM

Policy Number	Coverage Part	Terrorism Premium	Effective Date
AOS, CA, Retro	Workers' Compensation	\$35,600	02-01-2025
	General Liability	\$7,270	02-01-2025
	General Liability (Stop Gap)	\$12	02-01-2025

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. In 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention, and shall decrease by 1 percentage point per calendar year until equal to 80%.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and, in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Commission Schedule

Line of Business	Type	Commission	Audit Adjustable Rate	Audit Commission Basis	Minimum Commission
Workers' Compensation	Flat	\$100,000		Per \$100 of Workers' Comp Payroll excluding monopolistic states	\$
General Liability	Adjustable	\$109,050	15%	Per \$1,000 of Gross Sales	\$
Automobile	Adjustable	\$377,538	15%	Per Power Unit	\$

Payment of Commission

No commission is payable on any fees, state assessment or surcharges, loss funds, or loss fund charges. Final adjustment of commission will be made after collection of final audit(s).

Premium Collection

The method of premium collection set forth herein shall not be deemed to alter the premium collection responsibilities of the producer as set forth in any producer agreement.

Disclosure

If commissions or other amounts are payable to producer by CNA, producer agrees that the terms of such commissions or other sums will be disclosed, and such client consent obtained, as may be required by the laws of each state applicable to this business or pursuant to any duty owed by producer to its client.

Acknowledged on behalf of

By: _____

Title: _____

Date: _____

IMPORTANT INFORMATION

POLICYHOLDER FRAUD NOTIFICATION

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Rhode Island, West Virginia:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Connecticut, Georgia, Hawaii, Illinois, Iowa, Massachusetts, Mississippi, Missouri, Montana, Nebraska, Nevada, North Carolina, North Dakota, South Carolina, South Dakota, Texas, Utah, Vermont:

Any person who knowingly presents false or fraudulent information in an application for insurance, to obtain or amend insurance coverage, or to make a claim for the payment of a loss is guilty of a crime and may be subject to criminal and/or civil penalties.

Delaware: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Idaho: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Indiana: Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Kansas: Any person who knowingly presents false or fraudulent information in an application for insurance, to obtain or amend insurance coverage, or to make a claim for the payment of a loss is guilty of a crime and may be subject to criminal and/or civil penalties.

A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Michigan, Wisconsin, Wyoming:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or make a claim for the payment of a loss is guilty of a crime and may be subject to criminal and/or civil penalties.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

New York – **SIGNATURE REQUIRED** (See bottom of this notice)

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: **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

Oregon: Any person who, with an intent to knowingly defraud or knowingly facilitate a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement of material fact, may be guilty of insurance fraud and subject to criminal or civil penalties.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties.

Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Tennessee, Virginia:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NEW YORK ONLY - Signature Required:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Auto: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

Insured

Applicant Date

Authorized Representative

Title

IMPORTANT INFORMATION

POLICYHOLDER FRAUD NOTIFICATION FOR WORKERS' COMPENSATION

Alabama, Alaska, Arizona, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to criminal and/or civil penalties.

Arkansas: Any person or entity who willfully and knowingly makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who willfully and knowingly employs any device, scheme or artifice, for the purpose of:

- i. Obtaining any benefit or payment;
- ii. Defeating or wrongfully increasing or wrongfully decreasing any claim for benefit or payment; or
- iii. Obtaining or avoiding workers compensation coverage or avoiding payment of the proper insurance premium, or who aids and abets for any of said purposes, under this chapter will be guilty of a Class D felony.

Fifty percent (50%) of any criminal fine imposed and collected under this subdivision (a)(1) or subdivision (a)(2) of this section shall be paid and allocated in accordance with applicable law to the Death and Permanent Total Disability Trust Fund administered by the Workers' Compensation Commission.

California: For your protection, California law requires the following to appear on this form: Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Colorado: It is illegal to knowingly make a false or fraudulent material statement or representation for the purpose of obtaining or denying workers' compensation benefits or payments. These actions may result in a loss of future benefits, restitution of prior workers compensation awards and benefits paid, and/or civil and criminal penalties.

Florida: Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information, commits insurance fraud, punishable as provided in s. 817.234.

Colorado: It is illegal to knowingly make a false or fraudulent material statement or representation for the purpose of obtaining or denying workers' compensation benefits or payments. These actions may result in a loss of future benefits, restitution of prior workers compensation awards and benefits paid, and/or civil and criminal penalties.

Florida: Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information, commits insurance fraud, punishable as provided in s. 817.234.

Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Failure to answer truthfully may result in forfeiture of workers compensation benefits.

Minnesota: Any person who, with intent to defraud, receives workers' compensation benefits to which the person is not entitled by knowingly misrepresenting, misstating, or failing to disclose any material fact is guilty of theft and shall be sentenced pursuant to s 609.52, subdivision 3.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Oklahoma: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:

- obtaining any benefit or payment,
- increasing any claim for benefit or payment, or
- obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.

Texas: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Utah: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or

submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison