

SANCTIONS EXCLUSION ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Commercial General Liability Occurrence Coverage Form Renewal Certificate



☒ **Zurich American Insurance Company**

Policy Number: GLO 5747060-03

Service Office: NORTH CENTRAL PROC. CENTER

Named Insured and Mailing Address:

IHI/KIEWIT COVE POINT

(SEE NAMED INSURED ENDORSEMENT)

C/O PETER KIEWIT SONS', INC.

1000 KIEWIT PLZ

OMAHA, NE 68131

Producer and Mailing Address:

MIDWEST AGENCIES, INC

3555 FARNAM ST.

OMAHA, NE 68131-3302

Policy period: From 03-29-2016

to 03-29-2017

(The renewal policy period begins and ends on the dates stated above at 12:01 a.m. standard time at your mailing address as stated above.)

In return for the payment of the premium shown below, and subject to all the terms of this policy unless otherwise specified, the above numbered policy is renewed for the term shown above. The policy is being renewed at rates in effect on the date of renewal.

Changes effective on the renewal date are shown on the endorsements listed below: SEE UGU619ACW

Current editions of forms revised during the previous policy term will be substituted at each renewal date. Forms and endorsements attached to this policy: SEE UGU619ACW

Premium

Advance or deposit premium:	\$2,704,028
Other premium:	\$
Total premium:	\$2,704,028
Premium due when coverage begins:	\$676,004
The remaining premium is due in <u>9</u> payments of	\$ 225,336
and one payment of	\$

Premiums due with reports or resulting from audits are not included in the above premiums.

Audit period: ANNUAL

Countersignature date: _____ Authorized agent: _____

Policy Number
GLO 5747060-03

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured IHI/ KIEWIT COVE POINT

Effective Date: 03-29-16
12:01 A.M., Standard Time

Agent Name MIDWEST AGENCIES, INC

Agent No. 68487-000

COMMON POLICY FORMS AND ENDORSEMENTS

U-GU-1191-A CW	03-15	SANCTIONS EXCLUSION ENDORSEMENT
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-621-A CW	10-02	SCHEDULE OF NAMED INSURED(S)
U-GU-406-A	07-94	INSTALLMENT PREMIUM SCHEDULE
U-GU-D-639-A CW	07-07	COMBINED AGGREGATE DEDUCTIBLE SCHEDULE

GENERAL LIABILITY FORMS AND ENDORSEMENTS

U-GL-D-582-B	07-96	RENEWAL CERTIFICATE
U-GL-872-B CW	04-09	PREMIUM & REPORTS AGREEMENT-COMP RATED

Policy Number
GLO 5747060-03

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured IHI/ KIEWIT COVE POINT

Effective Date: 03-29-16
12:01 A.M., Standard Time

Agent Name MIDWEST AGENCIES, INC

Agent No. 68487-000

NAMED INSURED

IHI/ KIEWIT COVE POINT
KIEWIT ENERGY COMPANY
IHI E&C INTERNATIONAL CORPORATION

INSTALLMENT PREMIUM SCHEDULE

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

NAMED INSURED

IHI/ KIEWIT COVE POINT

POLICY NUMBER

GLO 5747060-03

PAYMENT DUE -----	STANDARD PREMIUM -----	TOTAL PREMIUM -----
03/29/16	\$ 676,004.00	\$ 676,004.00
04/29/16	\$ 225,336.00	\$ 225,336.00
05/29/16	\$ 225,336.00	\$ 225,336.00
06/29/16	\$ 225,336.00	\$ 225,336.00
07/29/16	\$ 225,336.00	\$ 225,336.00
08/29/16	\$ 225,336.00	\$ 225,336.00
09/29/16	\$ 225,336.00	\$ 225,336.00
10/29/16	\$ 225,336.00	\$ 225,336.00
11/29/16	\$ 225,336.00	\$ 225,336.00
12/29/16	\$ 225,336.00	\$ 225,336.00
TOTAL	\$ 2,704,028.00	\$ 2,704,028.00

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

**ZURICH**

Combined Aggregate Deductible Schedule

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.
GLO 5747060-03	03-29-2016	03-29-2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement provides supplementary information to be used with the following:

Business Auto Coverage Form
Commercial General Liability Coverage Part
Employee Benefits Liability Coverage Part
Garage Coverage Form
Liquor Liability Coverage Part
Motor Carrier Coverage Form
Stop Gap – Employers Liability Coverage Part
Truckers Coverage Form
Workers Compensation and Employers Liability Policy

The Combined Aggregate Deductible is adjustable and determined as the sum of the rate(s) multiplied by the final audited Exposure(s).	Estimated Exposure	Rate	Per	Of (Exposure Basis)
	\$173,335,134	\$4.59	\$100	WC ANNUAL PAYROLL

The Deductible Amounts for the policies listed here will be combined with this policy for the application of the Combined Aggregate Deductible Amount.

Policy Number(s):

WC 5747061-03			

Combined Aggregate Deductible Amount	7,956,083
Minimum Combined Aggregate Deductible Amount	5,967,062

Premium And Reports Agreement – Composite Rated Policies



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under any of the following:

Commercial General Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Owners Contractors Protective Coverage Part
Railroad Protective Coverage Part

Schedule

1. Unit of Exposure:

<input type="checkbox"/> Gross Sales	<input type="checkbox"/> Area	<input type="checkbox"/> Gallons
<input type="checkbox"/> Each	<input type="checkbox"/> Rooms	<input type="checkbox"/> General Liability Payroll
<input type="checkbox"/> Admission	<input type="checkbox"/> Units	<input type="checkbox"/> Rounds Played
<input type="checkbox"/> Total Cost	<input type="checkbox"/> Total Operating Expenditures	<input type="checkbox"/> Occupied Rooms
<input type="checkbox"/> Licensed Autos	<input checked="" type="checkbox"/> Workers Compensation Payroll	<input type="checkbox"/> Other

2.

Coverage / Description	Unit of Exposure	Rate(s)	Estimated Premium(s)
WC PAYROLL	\$173,335,134	\$1.56/\$100	\$ 2,704,028
TERRORISM			\$ INCL.
TAXES			\$ N/A
EMPLOYEE BENEFITS			\$ INCL.

(Add more rows as required)

3. Deposit Premium: **\$2,704,028**

4. Minimum Premium: **\$1,352,014**

Condition 5, **Premium Audit**, of Section IV, **Commercial General Liability Conditions**, is replaced by the following:

5. Premium Audit

- We will compute all premiums for this Coverage Part according to our rules and the composite rates shown in the Schedule above or attached hereto.
- For policies other than Annual Reporting, the deposit premium shown in the Schedule is due and payable on the first day of the policy period. The first Named Insured will pay, within 20 days following the mailing or delivery of the statement of audited premium for each audit period, the earned premium due.
- Within 180 days after this Coverage Part expires we will conduct an audit, which may not be waived. We will compute the earned premium for the policy period by multiplying the composite rate against the total developed exposure. If the earned premium is greater than the sum of the deposit and any interim adjustment premiums, the first Named Insured will pay us the excess; if less, we will return the unearned portion to the first Named Insured. However, the earned premium will not be less than the Minimum Premium as shown in the Schedule.
- The first Named Insured must maintain records of the information we need for premium computation and send us copies at such times as we may request.

e. The units of exposure shown in the Schedule are defined as follows:

1. **Admissions** means the total number of persons, other than employees of the named insured, admitted to events conducted on the insured premises whether on paid admissions, tickets, complimentary tickets or passes.
2. **Gallons** means the total number of gallons of liquefied petroleum gasses invoiced on any basis to any customer, whether or not the insured actually takes possession of such gases.
3. **Gross sales** means gross sales invoiced, before discounts, but does not include taxes collected for any governmental unit.
4. **Licensed "auto"** means the final average of the number of "autos" at policy inception and the number of "autos" at policy termination.
5. **Occupied rooms** means the number of rooms actually rented during the policy year in a hotel or other place of lodging.
6. **General Liability payroll** means total remuneration for all "employees" of the insured as defined in our rating manuals.
7. **Workers Compensation payroll** means total remuneration for all "employees" of the insured as defined in our rating manuals.
8. **Rounds played** means the number of both paid and gratuitous rounds of golf played on an 18 hole golf course during the policy year. Rounds that are less than 10 holes will be counted as a half round toward the total number of rounds of golf played.
9. **Each** means the total number of exposure units as described in the exposure basis.
10. **Rooms** mean the total number of rooms available for rent in a hotel or other place of lodging.
11. **Total cost** means the total cost of all work let or sublet in connection with each specified project including the cost of all labor, material and equipment furnished, used or delivered in the execution of the work, however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and all fees, bonuses or commissions made, paid or due.
12. **Total Operating Expenditures** means expenditures (including grants, entitlements and shared revenue) without regard to source of revenue, including accounts payable.
13. **Units** means a single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.
14. **Area** means the total number of square feet of floor space at the insured premises they occupy or lease to others.
15. **Other** means the unit of exposure as defined in the Unit of Exposure Schedule of this endorsement.