

Insured Name

T.K. ARCHITECTS, INC 1100 MAIN ST STE 2200 KANSAS CITY, MO 64105-5185

Policy Number
WC 2 54350989

Policy Period

09/09/2021 to 09/09/2022

Renewal

Producer Information

LOCKTON COMPANIES, LLC 444 W 47TH ST STE 900

KANSAS CITY, MO 64112

Producer Processing Code

310-060692

CNA Branch

KANSAS CITY 7400 College Blvd

Suite 650

Overland Park, KS 66210

Thank you for choosing CNA!

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services

- To report a loss go to <u>www.FNOLCNA.com</u> or send an email to <u>ReportClaim@FNOLCNA.com</u>, or call 833-FNOL-CNA (833-366-5262)
- To find a network provider or for a PPO panel request, go to www.FNOLCNA.com
- To request loss runs send an email to fsrmail@cnacentral.com
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

State Required Posting Notices

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.





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NOTICE OF ELECTION TO REJECT MESOTHELIOMA ADDITIONAL BENEFITS FOR WORKERS' COMPENSATION MISSOURI

Missouri law provides that employers may elect to (1) reject liability for additional benefits payable pursuant to Mo. Rev. Stat. §287.200.4(3) in the case of occupational diseases due to toxic exposure that are diagnosed to be mesothelioma and result in permanent total disability or death, or (2) participate in the Missouri Mesothelioma Risk Management Fund established pursuant to Mo. Rev. Stat. §287.223 to secure payment of such additional benefits.

Your policy automatically provides insurance for these benefits unless you choose to reject them or to participate in the Missouri Mesothelioma Risk Management Fund. If you choose to accept liability for mesothelioma additional benefits and insure those benefits under this policy, you need not sign or return this Notice of Election.

If you elect not to insure mesothelioma additional benefits under this policy, please indicate your election by initialing the appropriate choice below:

- ___ I reject liability for mesothelioma additional benefits.
 - If you reject liability for mesothelioma additional benefits, the exclusive remedy provisions under Mo. Rev. Stat. §287.120 shall not apply to your liability for mesothelioma additional benefits, and we will endorse this policy to exclude coverage for these additional benefits.
- __ I elect to participate in the Missouri Mesothelioma Risk Management Fund.
 - If you chose to participate in the Missouri Mesothelioma Risk Management Fund to secure payment of mesothelioma additional benefits, we will endorse this policy to exclude coverage for these additional benefits.

By signing this form, you are choosing to not insure the mesothelioma additional benefits under this policy.

I understand this election will apply to all future renewals, continuations, and changes in my policy unless I notify you otherwise.

Signed by:		
	Name	
	Title	
	T.K. ARCHITECTS, INC	
	Employer	
	WC 2 54350989	
	Policy Number	
	Date	

Form No: CC77081A (01-2014) Application: Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

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IMPORTANT INFORMATION - CNA INSURANCE PREMIUM AUDIT

An accurate audit benefits you and your business

What is it and why do you need it?

A premium audit determines the actual insurance exposures for the coverages you have based on an examination of your operation, records and books of account.

At issuance, your premium is estimated based on your business circumstances and information provided at that time. An audit **verifies the correct exposure of premium base** for your insurance coverage by checking actual figures. After your audit, an adjustment will be made to the premium that was estimated when your policy was issued.

An audit is necessary after the expiration of a policy with a variable premium base. Some types of coverage subject to audit are:

- Workers' Compensation
- Premises Operations Liability
- Automobile Liability
- Liquor Liability
- Product Recall and Replacement

- General Liability
- Products Completed Operations
- Garage Liability
- Funeral Directors Liability
- Printer's E&O Correction of Work

Payroll Records Checklist

This list provides a good indication of materials your auditor will need.

- Journals
- Tax Reports
- Vehicle Titles
- Cash Disbursements

- Ledgers
- Individual Earnings Cards
- Registrations or Ownership Tax Reports

You can also expect your auditor to observe your business operations and ask questions about your records.

Keeping good records may save you time and money

If you are eligible for allowable credits based on insurance manual classification and rating rules, you need to provide the necessary records and detail to take advantage of the credits.

Payroll (remuneration for services performed by an employee) is the basis for many of your insurance premiums. Remuneration can include money or substitutes such as:

- Bonuses
- Wages or commissions
- Profit sharing plans
- Overtime
- Statutory payments
- Other substitutes for cash

- Vacation, holiday or sick pay
- Payments for piece work
- Value of board, lodging
- Tool allowance
- Store certificates

Form No: CC031605A (12-2014) Policyholder Notice: Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

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Policyholder Notice

Scheduling the Audit

As the time for your audit approaches, a staff auditor from CNA or one of our authorized vendors will contact you to schedule the audit. Our current vendors are: Information Providers Inc. (IPI); and U.S. Insurance Services (USI).

Payroll Records Guidelines

Overtime – show overtime pay in excess of straight time pay separately by employee and in summary by classification of work by state.*

Division of Payroll - Individual employee's payroll must show the number of hours and amount of payroll for each type of work or the full salary must be charged to the employee's highest rated classification. Division is not available for outside sales persons (8742), auto salesperson (8748), clerical (8810), clerical telecommuter (8871) and drivers (7380).

Subcontractors - CNA requires all subcontractors hired by you to carry Workers Compensation insurance, and to carry General Liability and/or Umbrella Liability limits of at least \$1,000,000 on an occurrence based policy. Prior to allowing a subcontractor to work for you, you should obtain a Certificate of Insurance from the subcontractor evidencing Workers Compensation insurance and these GL and/or Umbrella minimum limits. At final audit, we will examine the Certificates of Insurance for all work subcontracted during the policy term. Any subcontracted work for which we are not provided a Certificate of Issuance demonstrating Workers Compensation insurance or which demonstrates subcontracted work was insured with liability limits less than \$1,000,000., will be converted to ratable payroll on your applicable policies, resulting in additional premium charges owed by you. To prevent such additional premium charges and to reduce the risk of your Workers Compensation and/or General Liability coverages being tapped to cover claims that arise from work performed by your subcontractors, you must obtain certificates of Insurance evidencing Workers Compensation insurance and \$1,000,000 liability limits from all of your subcontractors.

Prevailing Wage - In PA, DE, NJ and CA, contact your CNA premium auditor for details concerning cash payments in lieu of prevailing fringe benefits and the records required.

You can reach the Premium Audit Department by calling:

EAST CT, DE, DC, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV

CNA Premium Audit Department

1 Meridian Blvd

Wyomissing, PA 19610 Phone: 800-847-2736 Fax: 610-208-6571

ALL OTHER CNA Premium Audit Department

500 Colonial Center Parkway

Lake Mary, FL 32746 Phone: 800-847-2736 Fax: 407-919-3610

*PA, DE, NV and UT do not allow overtime credit for Workers' Comp coverage. Overtime credit is allowed in all states for General Liability coverages.

One or more of the CNA companies provide the products and/or services described. This information is intended to present a general overview for illustrative purposes only. It is not intended to constitute a binding contract. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright 2014 CNA. All rights reserved. PREM AUDIT FLR 052014

Form No: CC031605A (12-2014)

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Policyholder Notice



IMPORTANT INFORMATION - FOR MISSOURI POLICYHOLDERS

OR TO RECEIVE ASSISTANCE IN RESOLVING A COMPLAINT, YOU MAY CALL OR WRITE CNA, 530 Maryville Centre Drive, Suite 310 St Louis, MO 63141 314-317-2300

PREMIUM OR CLAIM QUESTIONS

Should you have a question concerning your premium or about a claim, you should contact your agent or the company.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-18994-D (03-2017) Policyholder Notice; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

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Policyholder Notice



POLICYHOLDER NOTICE MISSOURI IMPORTANT INFORMATION TO OUR MISSOURI WORKERS COMPENSATION POLICYHOLDERS

To: CNA Workers' Compensation Policyholders doing business in the State of Missouri

As your workers' compensation insurance carrier, we encourage you to take steps to provide a safe and healthy workplace for your employees. While CNA cannot assume this responsibility, we can assist you with:

- 1. developing a comprehensive safety and health program tailored to your needs;
- 2. identifying health hazard exposure levels; and
- 3. conducting effective accident investigation procedures.

Upon request, CNA Loss Control Department can provide you with services that include risk management, work site surveys, accident cause analysis, and consultation on a broad variety of technical loss control problems.

The Missouri Division of Workers Compensation offers free safety services to Missouri employers through its Missouri Workers safety program (MWSP). MWSP's main goal is to help employers control workers compensation costs. The Division also certifies Missouri insurance carriers' safety engineering and management programs that are available to insureds upon request. Employers may contact MWSP at 1-(800) 775-COMP or 573-526-5757, e-mail MWSP@labor.mo.gov or the website at www.labor.mo.gov/MWSP for more information about workplace safety or for a registry of safety consultants and safety engineers who are certified by the Division.

If you would like more information on our comprehensive safety engineering and management program, please call or write us at:

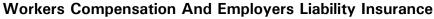
CNA Insurance Companies Attn: Risk Control Services 5901 College Boulevard, Suite 400 Overland Park, KS 66211 1-913-661-2790

Form No: G-23148-E24 (03-2014) Policyholder Notice; Page: 1 of 1

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Policyholder Notice

IMPORTANT INFORMATION FOR OUR MISSOURI POLICYHOLDERS - MISSOURI SECOND INJURY FUND

The Missouri Second Injury Fund Surcharge is collected from all policyholders to pay benefits from the Second Injury Fund to workers with prior disabilities. This surcharge for the Fund is assessable to all Missouri workers compensation policyholders.

Effective January 1, 2014, Missouri statutes also authorize the imposition of a Second Injury Fund Supplemental Surcharge not to exceed three percent. This supplemental surcharge, imposed to address the shortfall in the Second Injury Fund, is in addition to the Second Injury Fund Surcharge applied to policies. The supplemental surcharge may be collected for calendar years 2014 - 2021.

The Second Injury Fund surcharges for the current calendar year are as follows:

Second Injury Fund Surcharge 3.0%

Second Injury Fund Supplemental Surcharge 2.0%

The surcharges have been assessed on your Missouri workers' compensation premium. They will be collected in the same time and manner as your workers' compensation premium.

The surcharges will be shown together as one line on the Information Page and titled as:

2nd Injury Fund (SIF) & SIF Supplemental Surcharge 5.0%

If you have any questions, please contact your CNA agent or state administrator.

Form No: G-124578-I (01-2020) Policyholder Notice; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

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Why We Collect Information

We collect information about you or your employees that is necessary to adjust claims made under a CNA insurance policy.

The Type of Information We Collect

Information we receive may include claimant name, address, telephone number, Social Security Number, date of birth, medical treatment records, including information about previous claims or accidents, information about the circumstances of the accident or injury, and the names of witnesses and other contact information.

How We Use the Information

The information we collect is used to administer and process claims, account administration, fraud prevention, and as otherwise required or permitted by federal or state law.

We may share information as required or allowed by law, with:

- Medical providers
- Insurance or workers' compensation regulatory authorities
- Law enforcement
- To others, as permitted by law

How We Protect Information

Protecting your non-public personal information is important to us. We do not share your non-public personal information with anyone unless you agree or, as we are required or allowed by law. We regularly review our security measures and employee education programs to help protect your information, including physical security of our files.

Whom To Contact Regarding Privacy Matters

Please include your name and policy or claim number in any correspondence to us.

CNA Compliance 151 N. Franklin St. Chicago, IL 60606

*THIS NOTICE IS PROVIDED ON BEHALF OF THE FOLLOWING CNA COMPANIES:

American Casualty Company of Reading, PA Continental Casualty Company The Continental Insurance Company Transportation Insurance Company The Continental Insurance Company of New Jersey National Fire Insurance Company of Hartford Valley Forge Insurance Company

Form No: G-140370-E (05-2019) Policyholder Notice: Page: 1 of 1

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SAVE MONEY

ON WORKERS'

COMP





From the Missouri Division of Workers' Compensation

How much money and time did your company lose last year due to work place accidents and injuries? Have you ever wondered what you could do to minimize or control these costs? Well there is a way. SAFETY PAYS.

The Missouri Workers' Safety program can help you identify ways to control your workers' compensation costs. Our experienced safety professionals will work with you and your insurance carrier to minimize your costs associated with work place accidents and injuries.

For more information about controlling

your workers' compensation costs

contact:

The Missouri Workers' Safety Program

PO Box 58

Jefferson City, MO 65102

Phone: (573) 526-3504

E-mail ckoetting2@central.dolir.state.mo.us or

llawson@dolir.state.mo.us

The Missouri Workers' Safety Program is a free service to Missouri employers. The only goal of the program is to help employers control their costs related to Workers' Compensation. Any information obtained is Confidential and will not be released to any other entity without your permission.

Form No: G-142586-A (01-2002)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

Policy Information			
Coverage Provided By	Policy Number		
The Continental Insurance Company a Stock Insurance Company 151 N Franklin St Chicago, IL 60606	Policy Number: WC 2 54350989 Renewal of: WC 2 54350989		
NCCI Carrier Code: 15113			



Item 1 Named Insured and Mailing Address



Producer Information

T.K. ARCHITECTS, INC 1100 MAIN ST STE 2200 KANSAS CITY, MO 64105-5185 LOCKTON COMPANIES, LLC 444 W 47TH ST STE 900 KANSAS CITY, MO 64112

Type of Entity: Corporation (Not Otherwise Classified) Producer Processing Code: 310-060692

FEIN Number: 43-1597580 Intrastate ID No.: 240673053

If there are other Named Insureds: See Name and Address Schedule attached.

If there are other work places not shown above: See Name and Address Schedule attached.



Item 2 Policy Period

09/09/2021 to 09/09/2022 at 12:01 a.m. Standard Time at the **Named Insured's** mailing address shown above.

Anniversary Rating Date: NONE



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

States: MO

Item 3 B. Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:				
Bodily Injury by Accident \$500,000 each accident				
Bodily Injury by Disease \$500,000 policy limit				
Bodily Injury by Disease \$500,000 each employee				

WC000001

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Information Page



Item 3 C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

States: All states except AK, ND, OH, WA, WY and states designated in Item 3A of the Information Page



Item 3 D. This policy includes these endorsements and schedules:

Schedule of Operations, Endorsement Schedule, Named Insured Schedule, Name and Address Schedule and Payment Plan Schedule

Item 4 Estimated Annual Premium

The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans.

All information required below is subject to verification and change by audit.

Adjustment of Premium shall be made: At Policy Expiration

Classification of Operations: See Schedule of Operations Attached

Estimated Annual Premium	\$2,971
Premium Discount	\$0
Expense Constant	\$160
Terrorism Premium	\$119
Catastrophe (O/T Cert Acts of Terror)	\$0
\$187	
Total Estimated Annual Premium	\$3,250
Total State Taxes/Assessments/Surcharges	\$163.00
Total Estimated Cost	\$3,413.00
\$1,072	
	Premium Discount Expense Constant Terrorism Premium Catastrophe (O/T Cert Acts of Terror) \$187 Total Estimated Annual Premium Total State Taxes/Assessments/Surcharges Total Estimated Cost

Account Number:	3002516119
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Date of Issuance: 07/26/2021

Policy Issuance Office: KANSAS CITY

Countersigned:

Date: _____

By:

Authorized Agent

Chairman of the Board

Secretary

WC000001

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Schedule of Operations

Class Code	Classification of Operations	Estimated Total Annual Remun	Rate per \$100 Remun	Estimated Annual Premium
State -	Missouri			
	Location 001			
8603	Architectural Or Engineering FirmClerical	1,359,650	0.06	\$816
8601	Architectural Or Engineering FirmIncluding Salespersons & Drivers	698,500	0.18	\$1,257
8810	Clerical Office Employees NOC	914,450	0.09	\$823
	Subtotal for Location # 001			\$2,896
9807	Employers Liability Increased Limits		0.0080	\$23
9848	Employers Liability Increased Limits - Balance To Minimum Premium			\$52
	Total Estimated Standard Premium			\$2,971
0900	Expense Constant			\$160
9740	Terrorism Premium	2,972,600	0.0040	\$119
	Total Estimated Premium			\$3,250
0988	2nd Injury Fund (SIF) & SIF Supplemental Surcharge		5%	\$163
	Total Estimated Cost			\$3,413

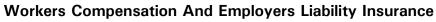
WC000001

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Schedule of Operations

Policy Totals	Estimated Annual Premium
Estimated Class Premium	\$2,896
Estimated Standard Premium	\$2,971
Expense Constant	\$160
Expense Constant State	Missouri
Terrorism Premium	\$119
Estimated Annual Premium	\$3,250
Taxes, Fees and Surcharges	\$163
Estimated Cost	\$3,413

WC000001

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Endorsement Schedule

Number	Edition Date	Endorsement Title	Endorsement Number
WC 00 00 00 C	01-2015	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	1
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	2
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	3
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	4
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	5
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	6
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	7
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	8
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	9
CNA87380XX	11-2016	NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT	10
WC 00 03 11 A	08-1991	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	11
WC 00 04 14 A	01-2019	90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	12
WC 00 04 19	01-2001	PREMIUM DUE DATE ENDORSEMENT	13
WC 00 04 22 C	01-2021	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT	14
WC 24 03 02	01-2014	MISSOURI NOTIFICATION OF ADDITIONAL MESOTHELIOMA BENEFITS ENDORSEMENT	15
WC 24 04 06 D	08-2016	MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT	16
WC 24 06 01 B	01-1996	MISSOURI CANCELLATION AND NONRENEWAL ENDORSEMENT	17

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Number	Edition Date	Endorsement Title	Endorsement Number
WC 24 06 02 B	07-2006	MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION NOTIFICATION ENDORSEMENT	18
WC 24 06 04 C	09-2019	MISSOURI AMENDATORY ENDORSEMENT	19

PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY

Number	Edition Date	Form Title
CC77081A	01-2014	NOTICE OF ELECTION TO REJECT MESOTHELIOMA ADDITIONAL BENEFITS FOR WORKERS' COMPENSATION MISSOURI
CC031605A	12-2014	CNA INSURANCE PREMIUM AUDIT
G-124578-I	01-2020	IMPORTANT INFORMATION FOR OUR MISSOURI POLICY HOLDERS MISSOURI SECOND INJURY FUND
G-140370-E	05-2019	PRIVACY POLICY NOTICE
G-142586-A	01-2002	MISSOURI EMPLOYER NOTICE
G-18994-D	03-2017	IMPORTANT INFORMATION FOR MISSOURI POLICYHOLDERS TO OBTAIN INFORMATION ABOUT YOUR COVERAGE
G-23148-E24	03-2014	POLICYHOLDER NOTICE MISSOURI IMPORTANT INFORMATION TO OUR MISSOURI WORKERS COMPENSATION POLICYHOLDERS

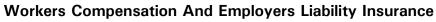
WC000001

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Named Insured Schedule

Named Insured	Type of Entity	FEIN	State ID
T.K. ARCHITECTS, INC	Corporation (Not Otherwise Classified)	43-1597580	
TKAI, INC.	Corporation (Not Otherwise Classified)	43-1778696	
TK ARCHITECTS INTERNATIONAL, INC.	Corporation (Not Otherwise Classified)	34-2049222	
TKAI CHINA, LLC	Limited Liability Company	46-4873083	

WC000001

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Name and Address Schedule

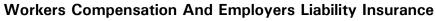
Location	Entity	Entity Name and Address
1	001	T.K. ARCHITECTS, INC 1100 MAIN ST STE 2200 KANSAS CITY, MO 64105
1	002	TK ARCHITECTS INTERNATIONAL, INC. 1100 MAIN ST STE 2200 KANSAS CITY, MO 64105
1	003	TKAI CHINA, LLC 1100 MAIN ST STE 2200 KANSAS CITY, MO 64105
1	004	TKAI, INC. 1100 MAIN ST STE 2200 KANSAS CITY, MO 64105

WC000001

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PAYMENT PLAN SCHEDULE

IT IS AGREED THAT THE TOTAL PREMIUM SHOWN IN THE DECLARATIONS OF THIS POLICY IS PAYABLE **AS FOLLOWS:**

Effective Date	Premium			
09/09/2021	\$1,235.00			
12/09/2021	\$726.00			
03/09/2022	\$726.00			
06/09/2022	\$726.00			
Total Cost	\$3,413.00			

WC000001

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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.

- Bodily injury by accident must occur during the policy period.
- 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:

- reasonable expenses incurred at our request, but not loss of earnings;
- 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 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

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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;
- 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.
- 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.
- 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.

- The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 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.
- 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:

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- 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
- 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
- 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:

- 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;
- 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;
- 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;
- 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 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, 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

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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:

- 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;
- Interest on a judgment as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur.

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.

- 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.

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
- 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.
- 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.
- 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.

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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.

- 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.
- 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.
- 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:

- 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:

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- 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 cancelation table and procedure. Final premium will not be less than the minimum premium.

F. Records

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

G. Audit

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

PART SIX-CONDITIONS

A. Inspection

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

rights we have under this provision.

B. Long Term Policy

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

C. Transfer of Your Rights and Duties

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

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

D. Cancelation

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation 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 cancelation 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 cancelation notice.
- 4. Any of these provisions that conflict with a law that controls the cancelation 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 cancelation.

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NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

Number of days advance notice:

For nonpayment of premium:

For any other reason:

30

2. Name and Address of Person or Organization:

GF MARK TWAIN ASSOCIATES, LLC 2600 GRAND BLVD STE 100 C/O COLLIERS TURLEY MARTIN TUCKER KANSAS CITY, MO 64108-4630

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA87380XX (11-2016) **Endorsement Effective Date:** Endorsement No: 1; Page: 1 of 1

Endorsement Expiration Date:

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Policy Endorsement



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

30

2. Name and Address of Person or Organization:

AMC THEATERS 920 MAIN ST KANSAS CITY, MO 64105-2017

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Endorsement Expiration Date:

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NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

Number of days advance notice:

For nonpayment of premium:

For any other reason:

30

2. Name and Address of Person or Organization:

BOXER PROPERTY 720 N POST OAK RD STE 500 HOUSTON, TX 77024-3928

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Policy Endorsement



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

Number of days advance notice:

For nonpayment of premium:

For any other reason:

30

2. Name and Address of Person or Organization:

MISSOURI BANK & TRUST COMPANY OF KANSAS CITY **1044 MAIN ST** PO BOX 26430 KANSAS CITY, MO 64105-2157

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA87380XX (11-2016) **Endorsement Effective Date:**

Endorsement Expiration Date:

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Policy Endorsement



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

Number of days advance notice:

For nonpayment of premium:

For any other reason:

30

2. Name and Address of Person or Organization:

TRINITY PROP CONSULTANTS, LLC 4665 MACARTHUR BLVD STE 200 NEWPORT BEACH, CA 92660-1821

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA87380XX (11-2016) **Endorsement Effective Date:**

Endorsement Expiration Date:

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NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

30

2. Name and Address of Person or Organization:

WEINGARTEN REALTY 601 N BUMBY AVE STE C ATTN: CINDY HALBE ORLANDO, FL 32803-4904

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Policy Endorsement



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

30

2. Name and Address of Person or Organization:

MARCUS THEATRES CORPORATION LINDA R. TRELAND, SR COUNSEL 100 E WISCONSIN AVE MILWAUKEE, WI 53202-4107

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Endorsement Expiration Date:

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NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

30

2. Name and Address of Person or Organization:

WEINGARTEN REALTY INVESTORS PO BOX 924133 ATTN: PROPERTY MANAGEMENT DEPT HOUSTON, TX 77292-4133

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA87380XX (11-2016) Endorsement Effective Date: Endorsement No: 8; Page: 1 of 1

Endorsement Expiration Date:

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Policy Endorsement



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

Number of days advance notice:

For nonpayment of premium:

For any other reason:

30

2. Name and Address of Person or Organization:

CITY OF KANSAS CITY, MO CITY PLANNING AND DEVELOPMENT 414 E 12TH ST FL 15 KANSAS CITY, MO 64106-2702

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA87380XX (11-2016) **Endorsement Effective Date:**

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Policy Endorsement



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

30

2. Name and Address of Person or Organization:

GL MARK TWAIN ASSOCIATES, LLC 4665 MACARTHUR BLVD STE 200 NEWPORT BEACH, CA 92660-1821

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Policy No: WC 2 54350989

Policy Effective Date: 09/09/2021

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606







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.

Form No: WC 00 03 11 A (08-1991)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 11; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

Policy Page: 36 of 49



Policy Endorsement

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

Employees State of Employment Compensation Law

ALL OFFICERS AND EMPLOYEES NOT SUBJECT TO WORKERS COMPENSATION LAW ANY STATE SHOWN IN ITEM 3.A.
OF THE INFORMATION PAGE
EXCLUDING: HI, ,NJ

THE STATE WHERE THE INJURY TAKES PLACE

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 11 A (08-1991)

Endorsement Effective Date:

Endorsement No: 11; Page: 2 of 2

Endorsement Expiration Date:

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989
Policy Effective Date: 09/09/2021

Policy Page: 37 of 49



Policy Endorsement



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 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.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 04 14 A (01-2019)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 12; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

Policy Page: 38 of 49



Policy Endorsement



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.	Pror	ทแเท	10	amended	tΛ	rpad

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	

Form No: WC 00 04 19 (01-2001) Endorsement Effective Date: Endorsement No: 13; Page: 1 of 1

Endorsement Expiration Date:

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

Policy Page: 39 of 49

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606





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.

Form No: WC 00 04 22 C (01-2021)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

Policy Page: 40 of 49



Policy Endorsement

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.
- 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	Premium
Refer to the Schedule of	Operations	
This endorsement changes the otherwise stated.	policy to which it is attached and is e	effective on the date issued unless
(The information below is requi	red only when this endorsement is is: policy.)	sued subsequent to preparation of the
Endorsement Effective	Policy No.	Endorsement No.
Insured	Premium	
Insurance Company	Countersigned by	

Form No: WC 00 04 22 C (01-2021)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 14; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989
Policy Effective Date: 09/09/2021

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Policy Endorsement



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.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 24 03 02 (01-2014) Endorsement Effective Date: Endorsement No: 15; Page: 1 of 1

Endorsement Expiration Date:

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989
Policy Effective Date: 09/09/2021

Policy Page: 42 of 49



Policy Endorsement



MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT

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

As a Missouri employer, you have the right, as provided by Section 287.957 of the Revised Statutes of Missouri, to have medical-only claims that do not exceed 20% of the current primary and excess loss split point amount, as shown in the Schedule below, excluded from your experience rating modification calculation. This will only be allowed when you pay all of the employee's medical costs; there is no lost time from the employment, other than the first three days or less of disability; and no claim is filed. The current primary and excess loss split point amount is provided in the rating values of NCCI's *Experience Rating Plan Manual*. You still must report all injuries, regardless of the dollar amount, to the Division of Workers' Compensation and to us.

However, it should be noted that if, at any time, the medical expenses that are paid out of pocket due to a particular injury ever exceed 20% of the current primary and excess loss split point amount and/or the employee misses more than three days from work due to the injury, then this injury must be reported to us as a claim. We will pay the full amount of the claim, which includes any reimbursements due to you for past medical expenses incurred by you for this particular claim. As a result, the total amount of losses incurred by us due to this claim will be included in your experience rating modification calculation.

Schedule

20% of the Current Primary and Excess Loss Split Point Amount \$16,000

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 24 04 06 D (08-2016)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989
Policy Effective Date: 09/09/2021

Policy Page: 43 of 49







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 Cancelation Condition of the policy is replaced by the following:

Cancelation

- 1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancelation 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 cancelation is to take effect and our reason for cancelation. 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 cancelation 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 cancelation 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.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 24 06 01 B (01-1996)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 17; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

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Policy Endorsement



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:

- 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.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 24 06 02 B (07-2006)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 18; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

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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 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	Up to two times	

Form No: WC 24 06 04 C (09-2019)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 19; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

Policy Page: 46 of 49



Policy Endorsement

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 _	

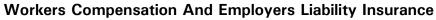
Form No: WC 24 06 04 C (09-2019) Endorsement Effective Date:

Endorsement Expiration Date:

Policy Effective Date: 09/09/2021 Policy Page: 47 of 49

Policy No: WC 2 54350989

Endorsement No: 19; Page: 2 of 2 Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606





Policy Schedule



POSTING NOTICE SCHEDULE

THE FOLLOWING POSTING NOTICES WILL BE ATTACHED TO THE POLICY

State	CNA Form	State Form	Form Description	Qty
МО	WC9869E	WC-106	WORKERS' COMPENSATION LAW	1
МО	WC9870D	WC-106-S	WORKERS' COMPENSATION LAW (SPANISH)	1

THE FOLLOWING POSTING NOTICES WILL BE MAILED UNDER SEPARATE COVER

State	CNA Form	State Form	Form Description	Qty
None	•	•		

Form No: CNA82027XX (03-2015)

Policy Schedule; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

Policy Page: 48 of 49





Policy Schedule

THE FOLLOWING POSTING NOTICE DATA IS INTENDED FOR CNA INTERNAL PROCESSING PURPOSES ONLY

Tag	Field Name	Field Value
001	EMPLOYER NAME	T.K. ARCHITECTS, INC
002	EMPLOYER CITY	KANSAS CITY
003	EMPLOYER STATE	МО
004	EMPLOYER ZIP	64105
005	EMPLOYER FEIN	43-1597580
006	INSURANCE CARRIER NAME	THE CONTINENTAL INSURANCE CO
007	INSURANCE CARRIER BUREAU CODE	0164
800	INSURANCE CARRIER (OR TPA) NAME	THE CONTINENTAL INSURANCE CO
009	POLICY NUMBER	WC 2 54350989
010	POLICY EFFECTIVE DATE	09/09/2021
011	POLICY EXPIRATION DATE	09/09/2022
012	AGENT NAME	LOCKTON COMPANIES, LLC
013	AGENT STREET ADDRESS	444 W 47TH ST STE 900
014	AGENT CITY	KANSAS CITY
015	AGENT STATE	мо
016	AGENT ZIP	64112
017	AGENT PHONE	816-960-9000
018	ADJUSTING COMPANY NAME	THE CONTINENTAL INSURANCE CO
019	EMPLOYER STREET ADDRESS	1100 MAIN ST STE 2200
020	EMPLOYER PHONE	
021	CLAIM PHONE	833-FNOL-CNA (366-5262)
022	CLAIM EMAIL	ReportClaim@FNOLCNA.com

Form No: CNA82027XX (03-2015)

Policy Schedule; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 54350989 Policy Effective Date: 09/09/2021

Policy Page: 49 of 49