



XL Group
Insurance



Policy

**POCH STAFFING, INC. DBA TRILLIUM
STAFFING SOLUTIONS AND SUBSIDIARIES**

**5555 GULL RD
KALAMAZOO, MI 49048**

**Policy Number: RWR943531802
July 1, 2013 - July 1, 2014**



XL Group
Insurance
Reinsurance

One World Financial Center
200 Liberty Street
New York, NY 10281
USA
Phone +1 212 915 7000
Fax +1 212 945 0820
xlgroup.com

July 18, 2013

Ms. Kate Spiegel
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES
5555 Gull Rd
Kalamazoo, MI 49048

RE: Loss Control Services
Policy Number: RWR943531802

Dear Ms. Spiegel:

The State of Arkansas requires that XL Specialty Insurance Company provide accident prevention and health services at no additional charge.

Our loss control and accident prevention services are provided to assist you in reducing employee injuries and illnesses as well as providing technical assistance to your safety staff. Our loss control department has specialists in construction, fleet safety, industrial hygiene, training, research, and other areas. We also have a safety video lending library, sample programs, and regulations for your use.

Please contact me at 1-800-858-0853 if you would like to request any of these services or if you have any questions regarding this information.

We look forward to working together to reduce your losses.

Sincerely,

Brad Berkowitz, CSP, ARM
Risk Control Associate
XL Insurance

C: Ms. E. Ruth Metzner
Lockton Companies, LLC
444 West 47th Street,
Suite 900
Kansas City, MO 64112



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200 Liberty Street
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July 18, 2013

Ms. Kate Spiegel
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
SALEM, OR 97301

RE: Workers' Compensation Insurance - Loss Control Services
Policy Number: RWR943531802

Dear Ms. Spiegel:

As part of the Oregon Safe Employment Act (ORS 654.001 - 654.295 and 654.991), it is the responsibility of employers to provide a safe and healthful workplace. In an effort to assist you in providing a safe and healthful workplace, XL Specialty Insurance Company is required to offer you loss control services to assist you in controlling workplace hazards and reducing your losses.

Loss control services available include the following:

- Evaluation of your loss control needs;
- Assistance in evaluating injury and illness records;
- Explanation of the Oregon Safe Employment Act;
- On-site health and safety surveys to identify health and safety hazards;
- Assistance with industrial hygiene and safety evaluations to detect physical and chemical hazards in the workplace, and implementation of engineering or administrative controls;
- Assistance in evaluating, obtaining, and maintaining personal protective equipment;
- Evaluation of work practices, workplace design, and assistance with job site modifications;
- Assistance in evaluating management practices with regard to safety; and
- Assistance in identifying health and safety training needs and available resources.

Please distribute this notice to any additional locations within Oregon in which you have employees permanently assigned.

If, at any time, you feel that XL Specialty Insurance Company is not responding to your request for loss control services, you may contact the Oregon Occupational Safety and Health Administration to file a complaint. Please contact me at 1-800-858-0853 if you would like to request any of these services or if you have any questions regarding this information.

We look forward to working together to reduce your company's losses and protecting the health and well being of your employees.

Sincerely,

Risk Control Department
XL Insurance

C: Ms. E. Ruth Metzner
Lockton Companies, LLC
444 West 47th Street,
Suite 900
Kansas City, MO 64112



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Ms. Kate Spiegel
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES
5555 Gull Rd
Kalamazoo, MI 49048

RE: Loss Control Services
Policy Number: RWR943531802

Dear Ms. Spiegel:

The State of Texas requires that XL Specialty Insurance Company provide accident prevention and health services at no additional charge.

Our loss control and accident prevention services are provided to assist you in reducing employee injuries and illnesses as well as providing technical assistance to your safety staff. Our loss control department has specialists in construction, fleet safety, industrial hygiene, training, research, and other areas. We also have a safety video lending library, sample programs, and regulations for your use. In addition, we have return-to-work coordination services available.

Please contact me at 1-800-858-0853 if you would like to request any of these services or if you have any questions regarding this information.

We look forward to working together to reduce your losses.

Sincerely,

Risk Control Department
XL Insurance

cc: Ms. E. Ruth Metzner
Lockton Companies, LLC
444 West 47th Street,
Suite 900
Kansas City, MO 64112

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO POLICYHOLDERS

New York	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
Ohio	<p>Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.</p>
Oklahoma	<p>WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p>
Pennsylvania	<p>All Commercial Insurance, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
Puerto Rico	<p>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p>

NOTICE TO POLICYHOLDERS

Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL America, Inc. insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

- **Transactions** – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- **Claims** – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- **Credit and Financial Reports** – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/offices/enforcement/lists/>

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PN CW 05 1010

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NBUT 07/30/2013

NOTICE TO POLICYHOLDERS

ARKANSAS – WORKERS COMPENSATION

XL Insurance and affiliated companies are required by law to provide its policyholders with certain accident prevention services as required by Arkansas code 11-9-409 at no additional cost. If you would like more information call the Loss Control Department at 1-800-858-0853. If you have any questions about this requirement call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

XL Insurance
Loss Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640

All other terms and conditions remain unchanged.

IMPORTANT POLICYHOLDER INFORMATION (Arkansas)

Inquiries concerning your policy should be directed to your insurance agent or to our Underwriting Office. The name, address and telephone number of your agent, if one is involved, and the address and phone number of our Underwriting Office are shown below.

Name of Agent: Lockton Companies, LLC
Address: 444 West 47th Street,
Suite 900
Kansas City, MO 64112
Telephone Number: 816-960-9000

Underwriting Office: XL Insurance Company
Address: One World Financial Center
200 Liberty Street, 22nd Floor
New York, NY 10281
Telephone Number: 212-915-7000

If you require additional information, you may contact the Arkansas Insurance Department at either the following address or phone number:

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904
Telephone: 1-800-852-5494

**POLICYHOLDER NOTICE
YOUR RIGHT TO RATING AND DIVIDEND INFORMATION**

I. Information Available to You

A. Information Available from Us - XL Specialty Insurance Company

- (1) General questions regarding your policy should be directed to:

Joseph Binkowski
Vice President
XL Insurance
505 Eagleview Boulevard
Suite 100
Exton, PA 19341-1120

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USR) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). Contact information for the WCIRB is: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Customer Service. You may also contact WCIRB Customer Service at 1-888-229-2472, by fax at 415-778-7272, or via the Internet at the WCIRB's website: <http://www.wcirb.com>. The regulations contained in the USR and the ERP are available for public viewing through the WCIRB's website.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Custodian of Records. The Custodian of Records can be reached by telephone at 415-777-0777 and by fax at 415-778-7272.

- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form free of charge by completing a Policyholder Rate Sheet Request Form on the WCIRB's website at <https://wcirb.com/ratesheet>. The Experience Rating Form will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

Karen Clausi
Office and Legal Associate
XL America, Inc.
Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040
Phone: 203-964-5466
Fax: 203-964-9822

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below.

B. Disputing the Actions of the WCIRB.

If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Customer Service. Customer Service can be reached by telephone at 1-888-229-2472, and by fax at 415-778-7272.

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Complaints and Reconsiderations. The WCIRB's telephone number is 1-888-229-2472, and the fax number is 415-371-5204.

- C. California Department of Insurance – Appeals to the Insurance Commissioner.** If, after you follow the appropriate dispute resolution process described above, we or the WCIRB decline to review your request, if you are dissatisfied with the decision upon review, or if we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the insurance commissioner is:

Administrative Hearing Bureau
California Department of Insurance
45 Fremont Street, 22nd Floor
San Francisco, California 94105

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the insurance commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 525 Market Street, Suite 800, San Francisco, California 94105-2767, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached by telephone at 415-778-7159 and by fax at 415-371-5288.
- B. California Department of Insurance – Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or <http://www.insurance.ca.gov>. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE

**California Workers' Compensation
Insurance Rating Laws**

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

**CALIFORNIA WORKERS' COMPENSATION INSURANCE
NOTICE OF NONRENEWAL**

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.

3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
 - (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).
 - (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE

CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

Note:

The words "CA Surcharge (CIGA Surcharge)" have been added to the last line of this policyholder notice because some insurers may prefer to identify this type of surcharge as a "CIGA Surcharge" rather than merely a "CA Surcharge." However, even though "CIGA Surcharge" accurately describes the type of surcharge contemplated in this notice, California Insurance Code Section 1063.145 specifies that the term "CA Surcharge" shall be used.

NOTICE TO POLICYHOLDERS

IMPORTANT INFORMATION TO POLICYHOLDERS - CALIFORNIA

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

XL Insurance
Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040
1-800-622-7311

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013

1-800-927-4357
213-897-8921 (if calling from within the Los Angeles area)
1-800-482-4833 (TDD Number)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

NOTICE TO POLICYHOLDERS

CALIFORNIA – WORKERS COMPENSATION

XL Insurance is a group of affiliated national property/casualty insurance carriers licensed in the State of California.

As a service to policyholders in California, you may be entitled to Loss Control Consultation Services at no additional cost beyond your premium.

The services may include:

- 1) A workplace survey, which includes discussions with your management and if appropriate and with your permission, non-management personnel.
- 2) Analysis of injury records.
- 3) Development of a plan to improve your health and safety loss control expertise. We may recommend modifications to your injury and illness prevention programs, if appropriate.

There are some exceptions to this depending on your particular workplace hazards.

For additional information on these services or to request a consultation, please contact our Loss Control Department at:

XL Insurance
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640

1-800-858-0853

Workers' Compensation insurance policyholders may register comments about the insurer's loss control consultation services by writing to:

State of California
Department of Industrial Relations
Division of Occupational Safety & Health
P. O. Box 420603
San Francisco, CA 94142

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

FLORIDA

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:**

**1-800-622-7311
XL INSURANCE
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040**

NOTICE TO POLICYHOLDERS

FLORIDA – WORKERS COMPENSATION

As required by the state of Florida, we provide safety consultations to all Workers' Compensation policyholders requesting them. Should you want additional information or wish to request a consultation, please contact the *Worker's Compensation Coordinator*, 1-800-858-0853. Consultations *will be provided within 30 days of receiving your request.*

XL Insurance
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

ILLINOIS INDUSTRIAL COMMISSION OPERATIONS FUND SURCHARGE

Your policy has been surcharged as a result of the Illinois Industrial Commission Operations Fund Surcharge effective July 1, 2004. The establishment of this Fund provides that every insurance company, authorized or licensed by the Illinois Insurance Department and insuring employer's liabilities arising under the Workers' Compensation Act or the Workers' Occupational Disease Act, must remit a surcharge equal to 1.01% of the direct written premium for insuring employers' liability under the Worker's Compensation Act or Workers' Occupational Diseases Act.

The portion of your annual premium that is attributable to this surcharge is \$3,552.00.

Illinois Industrial Commission Operations Fund Surcharge

NOTICE TO POLICYHOLDERS

ILLINOIS

This notice is to advise you if you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL:

1-800-622-7311
XL INSURANCE
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040

You may also contact the Public Service Division or its successor at the
Department of Insurance at the following address:

Illinois Department of Insurance
Consumer Division
320 W. Washington Street
Springfield, IL 62767

NOTICE TO POLICYHOLDERS

INDIANA - NOTICE

Questions regarding your policy or coverage should be directed to:

XL Insurance
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040
800-622-7311

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/doi

NOTICE TO POLICYHOLDERS

KANSAS – WORKERS COMPENSATION

As required by Section 10 of Kansas code SB 307 of 1993, XL America must make accident prevention services available to our Workers' Compensation policyholders at no additional charge. If you would like additional information, please contact our Risk Control Department at 1-800-858-0853. If you have any questions about this requirement call the Division of Labor Management Relations and Employment Standards, Kansas Department of Human Resources at 1-913-296-4386.

XL Insurance
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640

1-800-858-0853

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

KENTUCKY NOTICE OF INSURED'S RIGHTS

If you are insured under a workers' compensation insurance policy and believe that the rates or the rating system have been incorrectly or improperly applied, you may request a review of the manner in which the rate or rating system has been applied. You must make your request in writing to the insurance company or advisory organization. The insurance company or advisory organization has thirty (30) days to grant or reject your request for a review and to notify you in writing whether your request has been granted or rejected. If your request is granted, the insurance company or advisory organization shall conduct the review within ninety (90) days of receiving your request. If your request is rejected or you are dissatisfied with the results of the review, you may appeal to the commissioner for further review. You must make your appeal within thirty (30) days of receipt of the rejection or of the results of the review. Your appeal is to be sent to:

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

Your request for an appeal should include a statement of the facts and how the rates or rating system were incorrectly or improperly applied. Also, enclose copies of the results of the review and any other correspondence from the insurance company or advisory organization. If your appeal shows good cause, the Commissioner shall hold a hearing. The Commissioner may after the hearing issue a final order affirming, modifying, or reversing the action of the insurance company or advisory organization.

**Workers Compensation Policyholder Notice
Maryland Minor Employee Law**

Maryland law requires that we notify our workers compensation policyholders that every Maryland employee, with few exceptions, hired under the age of 18 (a "minor employee") must have a work permit. Should you fail to obtain a work permit for a minor employee, the Maryland Workers Compensation Commission may award twice the compensation and death benefits otherwise allowed under Maryland law in a claim by that minor employee or the minor employee's dependent for workers compensation benefits. In the event of any increase in compensation or death benefits, you will be responsible for such increased amounts since this policy does not provide coverage for these additional benefits

NOTICE TO POLICYHOLDERS

NOTICE TO MICHIGAN EXEMPT COMMERCIAL POLICYHOLDERS:

This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

NOTICE TO POLICYHOLDERS

MINNESOTA – WORKERS COMPENSATION

XL Insurance will provide safety consultation services to each Minnesota policyholder requesting these services in writing as required by Minnesota Insurance Code 79.085. For further information or to request a consultation, please contact:

XL Insurance
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640

1-800-858-0853

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
4640 West 77th Street, Suite 342
Edina, MN 55435

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

NOTICE TO POLICYHOLDERS

MISSOURI

For information or to make a complaint call:

1-800-622-7311

**XL Insurance
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040**

NOTICE TO POLICYHOLDERS

MISSOURI – WORKERS COMPENSATION

XL Insurance will make available Safety Engineering and Management consultation services to each Missouri policyholder requesting these services. For further information or to request a consultation, please contact:

XL Insurance
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640

1-800-858-0853

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

MISSISSIPPI – WORKERS COMPENSATION

For our Workers' Compensation policyholders, we provide safety program services in compliance with § 71-3-121 Miss. Code (1972) for the health and benefit of your employees. Under this program, materials are available which explain the rights of workers under the Workers' Compensation Law, as well as how to implement and maintain a voluntary drug and alcohol testing policy in the workplace.

If you would like to obtain these materials and additional information on our services, please contact:

XL Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 636
Exton, PA 19341-0636
1-800-858-0853

All terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

MONTANA – WORKERS COMPENSATION

Upon request, we will provide our Montana policyholders safety consultation services which at our discretion include:

- On-Site Consultations**
- Safety Program Assessments**
- Accident Analysis**
- Safety Training**
- Industrial Hygiene Services**

Additional information or requests for these services should be directed to:

XL America Insurance Group
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640
1-800-858-0853

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

EMPLOYER NOTICE TO NORTH CAROLINA RATE BUREAU

WORKERS' COMPENSATION INSURANCE

NOTE TO EMPLOYER:

If your workers' compensation insurance has been cancelled, non-renewed and/or you are unable to obtain a voluntary workers' compensation insurance policy, you may request the Bureau to include your name and pertinent information about you on a list to be furnished to representatives of insurers and self-insured administrators doing business in North Carolina. As a result of including your name on the Bureau's list, you may be contacted by an insurer, an Insurance Agent or a self-insured administrator with an offer of voluntary workers' compensation insurance.

If you want to be include on the Bureau's list, please complete the following:

EMPLOYER INFORMATION

Name of Employer

Trade Name(s)

Street Address

City, State & Zip

() Telephone

Signature (Owner or Officer)

Mail completed form to:

NORTH CAROLINA RATE BUREAU
5401 Six Forks Road
PO Box 176010
Raleigh, NC 27619-6010

For Bureau Use Only

Information, if available, to be included in Bureau's data file.

Bureau ID # _____ Carrier Code _____

Policy Period – From _____ to _____

Policy Number _____

Class Code _____ Annual Premium _____

Exp Mod _____ ARAP _____ Eff Date _____

NOTICE TO POLICYHOLDERS

NEW YORK

Companies writing workers' compensation insurance business in New York are required to participate in the New York Workers' Compensation Security Fund. If a company becomes insolvent, the security fund settles unpaid claims and assesses each insurance company for its fair share.

New York law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged "NY surcharge", an amount will be displayed on your premium notice.

NOTICE TO POLICYHOLDERS

OKLAHOMA – WORKERS COMPENSATION

As required by Section 11 of Oklahoma H.B. 1002, we make accident prevention services available to our Workers' Compensation policyholders. If you would like additional information on these services, please contact:

XL Insurance
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640
1-800-858-0853

All terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

OREGON – WORKERS COMPENSATION

As part of the Oregon Safe Employment Act (ORS 654.001 - 654.295 and 654.991), it is the responsibility of employers to provide a safe and healthful workplace. In an effort to assist you in providing a safe and healthful workplace, XL America Insurance Group is required to offer you loss control services to assist you in controlling workplace hazards and reducing your losses free of charge.

Loss control services available include the following:

- Evaluation of your loss control needs;
- Assistance in evaluating injury and illness records;
- Explanation of the Oregon Safe Employment Act;
- On-site health and safety surveys to identify health and safety hazards;
- Assistance with industrial hygiene and safety evaluations to detect physical and chemical hazards in the workplace, and implementation of engineering or administrative controls;
- Assistance in evaluating, obtaining, and maintaining personal protective equipment;
- Evaluation of work practices, workplace design, and assistance with job site modifications;
- Assistance in evaluating management practices with regard to safety; and
- Assistance in identifying health and safety training needs and available resources.

Please distribute the above listed materials to any additional locations within Oregon in which you have employees permanently assigned.

If, at any time, you feel that XL Insurance is not responding to your request for loss control services, you may contact the Oregon Occupational Safety and Health Administration to file a complaint.

Please contact XL Insurance at 1-800-858-0853 if you would like to request any of these services or if you have any questions regarding this information or write to the address below:

XL Insurance
Risk Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
Exton, PA 19343-0640
1-800-858-0853

We look forward to working together to reduce your company's losses and protecting the health and well being of your employees.

NOTICE TO POLICYHOLDERS

OREGON – WORKERS COMPENSATION

Under OAR 436-060-0055, we are required to notify you of the option to reimburse us for payment of medical services on non-disabling claims up to \$1,800 per claim incurred under your Oregon Workers' Compensation policy. If you choose this reimbursement option you must sign and return this notice to us and the following procedures will then apply:

- Within 30 days following each three month period after your policy inception, or a period mutually agreed upon by you and us, we will provide you with a list of all accepted non-disabling claims for which payments were made during that period and the respective cost of each claim.
- No later than 30 days after receipt of the list, or a period mutually agreed upon by you and us in excess of 30 days, you must identify and notify us of those claims and the dollar amount you wish to pay for that period and reimburse us accordingly.
- Failure by you to reimburse us within 30 days, or within a period in excess of 30 days as established by a mutual agreement between you and us, shall be deemed notice to us that you do not wish to make a reimbursement for that period.
- We shall continue to bill you for any payments made on the claims within 27 months of the inception of the policy period. Any further billing and reimbursement will be made only by mutual agreement between you and us.

Any reimbursement to us by you for medical services on non-disabling claims shall not be used to affect your experience rating modification.

Your written election to participate in the reimbursement program will remain in effect, without further notice from you, until you advise us otherwise in writing or you are no longer insured by us.

If you do not respond in writing within 30 days of receipt of this notice, it will be construed to mean you have not elected to participate in the reimbursement program; however, you may choose to participate later in the policy period upon written request. The earliest reimbursement period shall be the first completed period, established under procedures listed above, following receipt of your request.

If you would like to request the reimbursement option, please sign and return this notice to the following address:

Regulatory Office
XL Group
505 Eagleview Blvd., Suite 100
Dept. Regulatory
Exton, PA 19341-1120

Signature of Insured	Date	RWR943531802
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RWR943531802

Policy Number

POCH STAFFING, INC. DBA TRILLIUM
STAFFING SOLUTIONS AND SUBSIDIARIES
Named Insured

NOTICE TO POLICYHOLDERS

SOUTH DAKOTA – WORKERS COMPENSATION

As required by South Dakota SB 310, we offer our Workers' Compensation policyholders annual workplace safety reviews which include reports with written recommendations for improved safety procedures. To arrange for a review or to obtain additional information, please contact the Risk Control Department at 800-858-0853.

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

TENNESSEE

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-622-7311
XL INSURANCE
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040**

Workers Compensation Policyholder Notice Tennessee Rating Appeals

Tennessee Insurance Division Rule 0780-01-82-.05 requires that we provide you with a process whereby you can request a review of the application of our rating system to your Tennessee Workers Compensation coverage.

1. To request a review of the application of our rating system to your Tennessee Workers Compensation coverage, a written request must be sent to:

XL Insurance
Regulatory Office
505 Eagleview Blvd.
Suite 100
Exton, PA 19341-0636
(800) 688-1840

2. We will provide a written response to the requesting party within thirty (30) days of receipt of your request. Our written response will contain the specific reasons for our decisions.
3. If you disagree with our decision or if we do not respond back within forty-five (45) days of receipt of your request, you have the right to appeal to the Commissioner.
4. All appeals to the Commissioner must meet the following requirements:
 - a. The appeal must be filed with the Commissioner within thirty (30) days of either:
 - i. The receipt of our decision, **or**
 - ii. Expiration of the forty-five (45) day period
 - b. The appeal must contain a short and plain statement as to what portion of the decision is being appealed.
 - c. The appeal must be accompanied by our written decision, or if applicable, a written statement from you that your request for review was made over forty-five (45) days ago and no response was received.
 - d. The appeal must specify the date in which you would like to have the hearing. Hearing dates can be found on the Tennessee Administrative Procedures Division web-site.
 - e. The appeal must be accompanied by a certification by you or your attorney that a copy of any materials filed with the Commissioner has also been sent to the Administrative Procedures Division of the Secretary of State and all parties to the dispute.
 - f. Any form of mailing may be used and material should be sent to:

Department of Commerce and Insurance
Davy Crockett Tower
Actuarial Services Section 4th Floor
500 James Robertson Parkway
Nashville, TN 37243

NOTICE TO POLICYHOLDERS

TEXAS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call XL Insurance toll-free telephone number for information or to make a complaint at

1-800-622-7311

You may also write to XL Insurance at

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de XL Insurance para informacion o para someter una queja al

1-800-622-7311

Usted tambien puede escribir a XL Insurance

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si

tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

NOTICE TO POLICYHOLDERS

TEXAS – WORKERS COMPENSATION – LOSS PREVENTION NOTICE

XL Insurance and affiliated companies are required by law to provide its policyholders with certain accident prevention services as required by Texas Labor Code, § 411.066, at no additional charge and return-to-work coordination services as required by Texas Labor Code § 413.021.

If you would like more information, call the XL Loss Control Department at 1-800-858-0853 for accident prevention services and/or for return-to-work coordination services.

If you have any questions about this requirement call the Texas Department of Insurance, Division of Workers' Compensation at 1-800-687-7080.

**XL Insurance
Loss Control Department
Workers Compensation Coordinator
505 Eagleview Boulevard
P. O. Box 640
Exton, PA 19343-0640**

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS

VIRGINIA IMPORTANT INFORMATION

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

XL Insurance
Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040
1-800-622-7311

If you are unable to obtain satisfaction from the company or agency, you may contact the Virginia Bureau of Insurance at:

Property and Casualty Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

Edition 1/08

INFORMATION PAGE

Insurer: XL Specialty Insurance Company
505 Eagleview Blvd., Suite 100
Exton, PA 19341-0636

POLICY NO. RWR943531802

1. Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
5555 GULL RD
KALAMAZOO, MI 49048

Renewal of: RWR943531801
NCCI Carrier Code: 27944
Legal Entity: Corporation

Other workplaces not shown above:

2. The policy period is from July 1, 2013 to July 1, 2014 12:01 A.M. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Alabama Arizona Arkansas California Colorado Connecticut Florida Georgia Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana Nebraska New Hampshire New Jersey New Mexico New York North Carolina Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia West Virginia Wisconsin
- B. Employers Liability Insurance: Part Two of the 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	\$ <u>1,000,000</u>	each accident
Bodily Injury by Disease	\$ <u>1,000,000</u>	policy limit
Bodily Injury by Disease	\$ <u>1,000,000</u>	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT: North Dakota, Ohio, Puerto Rico, Washington & Wyoming AND ALL STATES
DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE

D. This policy includes these endorsements and schedules: SEE ATTACHED FORMS SCHEDULE

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See Attached Extension of Information Page

XL INSURANCE**WC 00 00 01A**

Edition 1/08

0854

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0005161298

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Deposit Premium: \$7,816,829
Minimum Premium: \$
Premium Adjustment Period:

Total Estimated Annual Premium: \$7,816,609.00

S. Haag

Countersigned by _____

Servicing Office:
One World Financial Center
200 Liberty Street, 22nd Floor
New York, NY 10281

Producer Name and Code No:
Lockton Companies, LLC
444 West 47th Street, Suite 900
Kansas City, MO 64112

Date of Issue: July 31, 2013

XL INSURANCE

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Edition 1/08
0854
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EXTENSION OF INFORMATION PAGE

Name and Address of Insured:
**POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 2969 PELHAM PARKWAY, SUITE Q
 PELHAM, AL 35124**

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 01 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365D	78,000	12.8900	\$10,054.00
PLUMBING NOC & DRIVERS	5183	195,000	4.3400	\$8,463.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	140,000	4.4100	\$6,174.00
SHEET METAL WORK - INSTALLATION & DRIVERS	5535	190,000	8.1700	\$15,523.00
SHIPBUILDING-IRON OR STEEL NOC & DRIVERS: COVERAGE UNDER U.S. ACT	6843	85,000	23.2700	\$19,780.00
SHIP REPAIR OR CONVERSION- ALL OPERATIONS & DRIVERS: COVERAGE UNDER U.S. ACT	6872	82,000	14.1200	\$11,578.00



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TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	675,000	7.4200	\$50,085.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	335,000	6.1400	\$20,569.00
SALESPERSONS OR COLLECTORS - OUTSIDE	8742	105,000	0.7200	\$756.00
CLERICAL OFFICE EMPLOYEES NOC	8810	150,000	0.3100	\$465.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$2,869.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$204.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$204.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0140 - (9812)				\$2,008.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$31,148.00
DEPOSIT PREMIUM - AL				\$179,880.00



Date of Issue: 07/31/2013
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
Edition 1/08**EXTENSION OF INFORMATION PAGE**

Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
PHOENIX, AZ 85003

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 02 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
PLUMBING NOC & DRIVERS	5183	20,000	5.0700	\$1,014.00
CONCRETE CONSTRUCTION NOC	5213	45,000	7.6400	\$3,438.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$7.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$7.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$49.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$998.00
DEPOSIT PREMIUM - AZ				\$5,763.00

XL INSURANCE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
Edition 1/08**EXTENSION OF INFORMATION PAGE**

Name and Address of Insured:

POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
LITTLE ROCK, AR 72201

Policy No.: RWR943531802

Policy Period:

July 1, 2013 to July 1, 2014

NAICS#: 561311

FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 03 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	20,000	5.9800	\$1,196.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	60,000	2.7800	\$1,668.00
SALESPERSONS OR COLLECTORS - OUTSIDE	8742	60,000	0.2700	\$162.00
CLERICAL OFFICE EMPLOYEES NOC	8810	45,000	0.1500	\$68.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$19.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$19.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$34.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$709.00
DEPOSIT PREMIUM - AR				\$4,125.00

XL INSURANCE

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EXTENSION OF INFORMATION PAGE

Name and Address of Insured:

POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
8799 BALBOA AVENUE, SUITE 235
SAN DIEGO, CA 92123

Policy No.: RWR943531802

Policy Period:

July 1, 2013 to July 1, 2014

NAICS#: 561311

FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 04 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING - N.O.C. - SHOP OR OUTSIDE - INCLUDING INCIDENTAL MACHINING	3365	140,000	15.2000	\$21,280.00
ELECTRICAL MACHINERY OR AUXILIARY APPARATUS- INSTALLATION OR REPAIR- INCLUDING INC	3724	15,000	12.7000	\$1,905.00
PLUMBING NOC	5183	445,000	16.3500	\$72,758.00
ELECTRICAL WIRING-WITHIN BUILDINGS-INCLUDING INSTALLATION OR REPAIR OF FIXTURES	5190	340,000	12.4100	\$42,194.00
CONCRETE OR CEMENT WORK- POURING OR FINISHING OF CONCRETE SIDEWALKS, DRIVEWAYS	5205	15,000	12.4500	\$1,868.00

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CARPENTRY-INCLUDING THE INSTALLATION OF INTERIOR TRIM, BUILDERS FINISH, DOORS	5403	60,000	32.6200	\$19,572.00
SALESPERSONS-OUTSIDE	8742	80,000	1.3200	\$1,056.00
CLERICAL OFFICE EMPLOYEES- NOC	8810	125,000	1.0000	\$1,250.00
CALIFORNIA WC ADMINISTRATION REVOLVING FUND SURCHARGE 1.3704 - (SUR1)				\$2,294.00
CALIFORNIA WC FRAUD ACCOUNT SURCHARGE 0.3881 - (SUR2)				\$650.00
CALIFORNIA INSURANCE GUARANTY ASSOCIATION SURCHARGE 2.0000 - (SUR3)				\$3,348.00
CALIFORNIA UNINSURED EMPLOYERS BENEFITS TRUST FUND SURCHARGE 0.0341 - (SUR4)				\$571.00
CALIFORNIA SUBSEQUENT INJURIES BENEFITS TRUST FUND SURCHARGE 0.1707 - (SUR5)				\$286.00
CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH FUND SURCHARGE 0.2859 - (SUR6)				\$479.00
CA LABOR ENFORCEMENT AND COMPLIANCE FUND SURCHARGE 0.2747 - (SUR7)				\$460.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$3,238.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0400 - (9740)				\$488.00
EL INCREASED LIMITS WITH WC 1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$1,781.00
DEPOSIT PREMIUM - CA				\$175,478.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
Edition 1/08**EXTENSION OF INFORMATION PAGE**Name and Address of Insured: **Policy No.: RWR943531802**POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
10955 WESTMOOR DRIVE, SUITE 4 00
WESTMINISTER, CO 80021Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311

FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 05 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	10,000	3.7500	\$375.00
CARPENTRY NOC	5403	10,000	7.8100	\$781.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	700,000	7.2000	\$50,400.00
TRUCKING: HAULING EXPLOSIVES OR AMMUNITION- LONG DISTANCE HAULING-ALL EMPLOYEES	7229	130,000	9.2800	\$12,064.00
SALESPERSONS OR COLLECTORS - OUTSIDE	8742	75,000	0.4400	\$330.00
CLERICAL OFFICE EMPLOYEES NOC	8810	45,000	0.2300	\$104.00

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WAIVER OF SUBROGATION 0.0200 - (0930)	\$1,281.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)	\$97.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)	\$97.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)	\$705.00
SCHEDULE MODIFICATION - CREDIT 0.9982 - (9887)	-\$14.00
EXPERIENCE PREMIUM 1.2100 - (9898)	\$13,868.00
 DEPOSIT PREMIUM - CO	 \$80,088.00

XL INSURANCE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

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EXTENSION OF INFORMATION PAGE

Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
HARTFORD, CT 06103

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 06 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
PLUMBING NOC & DRIVERS	5183	25,000	8.7000	\$2,175.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	50,000	6.0900	\$3,045.00
CARPENTRY NOC	5403	15,000	23.9600	\$3,594.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS.	7228	15,000	11.1000	\$1,665.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL.	7380	21,000	12.6800	\$2,663.00
CONNECTICUT SECOND INJURY FUND PREMIUM SURCHARGE 0.0275 - (SUR1)				\$452.00
CONNECTICUT WORKERS COMPENSATION ADMINISTRATIVE FUND SURCHARGE 0.0120 - (SUR2)				\$197.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$263.00
CATASTROPHE - TERRORISM 0.0100 - (9740)				\$13.00

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CATASTROPHE - NON TERRORISM 0.0100 - (9741)	\$13.00
EL INCREASED LMTS 1,000,000 0.0110 - (9812)	\$145.00
EXPERIENCE MODIFICATION 1.2100 - (9898)	\$2,846.00

DEPOSIT PREMIUM - CT	\$17,071.00
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
Edition 1/08**EXTENSION OF INFORMATION PAGE**

Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
6308 BENJAMIN ROAD, SUITE 701
TAMPA, FL 33634

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 09 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
FARM: NOC & DRIVERS	0037	190,000	6.1200	\$11,628.00
LANDSCAPE GARDENING & DRIVERS	0042	35,000	7.8800	\$2,758.00
IRON OR STEEL FABRICATION: IRON OR STEELWORKS- STRUCTURAL & DRIVERS	3030	165,000	11.2800	\$18,612.00
WELDING OR CUTTING NOC & DRIVERS	3365	65,000	16.3600	\$10,634.00
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	120,000	6.0500	\$7,260.00
PLUMBING NOC & DRIVERS	5183	20,000	5.6300	\$1,126.00
CARPENTRY NOC	5403	25,000	11.9200	\$2,980.00

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WALLBOARD INSTALLATION- WITHIN BUILDINGS & DRIVERS	5445	20,000	7.8700	\$1,574.00
CARPET, LINOLEUM, VINYL, ASPHALT, OR RUBBER FLOOR TILE INSTALLATION	5478	65,000	6.2800	\$4,082.00
BOATBUILDING OR REPAIR & DRIVERS-USLH	6824F	40,000	11.4400	\$4,576.00
SHIPBUILDING—IRON OR STEEL— NOC & DRIVERS-USLH	6843F	2,000,000	15.6100	\$312,200.00
SHIP REPAIR CONVERSION—ALL OPERATIONS & DRIVERS-USLH	6872F	275,000	20.7000	\$56,925.00
TRUCKING: NOC-ALL EMPLOYEES AND DRIVERS	7219	1,700,000	9.2900	\$157,930.00
STEVEDORING: BY HAND OR HAND TRUCKS EXCLUSIVELY- USLH	7317F	15,000	12.3800	\$1,857.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	2,225,000	6.5100	\$144,848.00
STORE: WHOLESALE-NOC	8018	145,000	4.1200	\$5,974.00
LUMBERYARD-NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE, DRIVERS	8232	60,000	5.3700	\$3,222.00
SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	235,000	0.5300	\$1,246.00
CLERICAL OFFICE EMPLOYEES NOC	8810	1,060,000	0.2700	\$2,862.00



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WAIVER OF SUBROGATION 0.0200 - (0930)	\$15,046.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0200 - (9740)	\$1,692.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000	\$10,532.00
0.0140 - (9812)	
EXPERIENCE PREMIUM 1.2100 - (9898)	\$163,353.00
 DEPOSIT PREMIUM - FL	 \$942,917.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

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EXTENSION OF INFORMATION PAGE

Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
114 CANAL STREET, SUITE 101
POOLER, GA 31322

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 2

Insured/State/Location No: 01 - 10 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
LANDSCAPE GARDENING & DRIVERS	0042	15,000	9.2300	\$1,385.00
BAKERY & DRIVERS, ROUTE SUPERVISORS	2003	35,000	7.0200	\$2,457.00
WELDING OR CUTTING NOC & DRIVERS	3365	230,000	8.7400	\$20,102.00
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	168,000	7.1500	\$12,012.00
PLUMBING NOC & DRIVERS	5183	300,000	6.1600	\$18,480.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	85,000	5.8200	\$4,947.00
CARPENTRY NOC	5403	75,000	13.7300	\$10,298.00

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SHEETMETAL WORK- INSTALLATION & DRIVERS	5535	38,000	14.2300	\$5,407.00
HEATING, VENTILATION, AIR- CONDITIONING AND REFRIGERATION SYSTEMS - INSTALLATION	5537	85,000	8.0300	\$6,826.00
CLEANER-DEBRIS REMOVAL	5610	130,000	8.6000	\$11,180.00
EXCAVATION & DRIVERS	6217	425,000	8.3700	\$35,573.00
BOATBUILDING OR REPAIR & DRIVERS-USLH	6824F	150,000	10.6400	\$15,960.00
SHIPBUILDING-NAVAL & DRIVERS	6845	15,000	15.7200	\$2,358.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	500,000	9.3700	\$46,850.00
FREIGHT HANDLING NOC: COVERAGE UNDER STATE ACT ONLY	7360	30,000	6.5600	\$1,968.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	590,000	7.0400	\$41,536.00
PLUMBERS' SUPPLIES DEALER & DRIVERS	8111	38,000	4.0000	\$1,520.00
SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	205,000	0.5000	\$1,025.00
CLERICAL OFFICE EMPLOYEES NOC	8810	415,000	0.2500	\$1,038.00



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WAIVER OF SUBROGATION 0.0200 - (0930)	\$4,818.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0200 - (9740)	\$706.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0200 - (9741)	\$706.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)	\$2,650.00
SCHEDULE MODIFICATION - CREDIT 0.9836 - (9887)	-\$4,929.00
EXPERIENCE PREMIUM 1.2100 - (9898)	\$52,162.00
 DEPOSIT PREMIUM - GA	 \$297,035.00



Date of Issue: 07/31/2013

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

Edition 1/08

EXTENSION OF INFORMATION PAGE

Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
BOISE, ID 83702

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311

FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 11 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CLEANER-DEBRIS REMOVAL	5610	35,000	7.4100	\$2,594.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE - TERRORISM 0.0200 - (9740)				\$7.00
CATASTROPHE - NON TERRORISM 0.0100 - (9741)				\$4.00
EL INCREASED LMTS 1,000,000 0.0110 - (9812)				\$29.00
EXPERIENCE MODIFICATION 1.2100 - (9898)				\$603.00
DEPOSIT PREMIUM - ID				\$3,487.00



Date of Issue: 07/31/2013

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
Edition 1/08**EXTENSION OF INFORMATION PAGE**

Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
4601 16TH STREET, SUITE 6
MOLINE, IL 61265

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 25

Insured/State/Location No: 01 - 12 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
LANDSCAPE GARDENING & DRIVERS	0042	15,000	12.5500	\$1,883.00
LAUNDRY NOC & ROUTE SUPERVISORS, DRIVERS	2585	40,000	7.7300	\$3,092.00
PATTERNMAKING NOC	2790	200,000	3.0700	\$6,140.00
CARPENTRY SHOP ONLY & DRIVERS	2802	48,000	8.8500	\$4,248.00
FOUNDRY—NON-FERROUS	3085D	15,000	8.6500	\$1,298.00
ELECTRICAL APPARATUS MFG. NOC	3179	25,000	4.4900	\$1,123.00
WELDING OR CUTTING NOC & DRIVERS	3365	145,000	12.5900	\$18,256.00

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METAL STAMPED GOODS MFG. NOC	3400	20,000	7.4400	\$1,488.00
CONSTRUCTION MACHINERY, DREDGE, OR STEAM SHOVEL MFG. NOC	3507	125,000	7.3000	\$9,125.00
PRECISION MACHINED PARTS MFG. NOC	3629	20,000	4.3000	\$860.00
MACHINE SHOP NOC	3632	1,200,000	6.7000	\$80,400.00
AUTOMOTIVE LIGHTING, IGNITION, OR STARTING APPARATUS MFG. NOC	3648	60,000	4.5900	\$2,754.00
TELEVISION, RADIO, TELEPHONE, OR TELECOMMUNICATION DEVICE MFG. NOC	3681	375,000	2.1000	\$7,875.00
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	465,000	10.1200	\$47,058.00
ENGINE MFG.: AIRCRAFT	3826	515,000	2.6500	\$13,648.00
PLASTICS MFG.: FABRICATED PRODUCTS NOC	4452	48,000	5.5700	\$2,674.00
FERTILIZER: MFG. & DRIVERS.	4583	100,000	8.9900	\$8,990.00
CHEMICAL BLENDING OR MIXING NOC-ALL OPERATIONS & DRIVERS	4828	2,580,000	3.3000	\$85,140.00
PLUMBING NOC & DRIVERS	5183	170,000	8.3900	\$14,263.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	205,000	6.7300	\$13,797.00

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CARPENTRY NOC	5403	132,000	19.1800	\$25,318.00
PAINTING OR PAPERHANGING NOC & SHOP OPERATIONS, DRIVERS	5474	30,000	12.4600	\$3,738.00
SHEET METAL WORK - INSTALLATION & DRIVERS	5535	25,000	13.7400	\$3,435.00
ROOFING: ALL KINDS & DRIVERS.	5551	35,000	31.9100	\$11,169.00
CLEANER-DEBRIS REMOVAL	5610	340,000	7.8100	\$26,554.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	2,625,000	13.2400	\$347,550.00
TRUCKING.: LONG DISTANCE HAULING-ALL EMPLOYEES & DRIVERS	7229	172,000	15.4900	\$26,643.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	240,000	11.2700	\$27,048.00
STORE: WHOLESALE-NOC	8018	410,000	5.6800	\$23,288.00
STORE: AUTOMOBILE PARTS AND ACCESSORIES NOC & DRIVERS	8046	225,000	4.9700	\$11,183.00
SEED MERCHANT	8102	80,000	3.6500	\$2,920.00
IRON OR STEEL MERCHANT & DRIVERS	8106	460,000	9.5100	\$43,746.00
LUMBERYARD-NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE, DRIVERS	8232	1,525,000	9.6000	\$146,400.00



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STORAGE WAREHOUSE NOC	8292	450,000	7.7300	\$34,785.00
STORAGE WAREHOUSE - FURNITURE -& DRIVERS	8293	25,000	19.5100	\$4,878.00
SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	325,000	0.4900	\$1,593.00
CLERICAL OFFICE EMPLOYEES NOC	8810	2,175,000	0.2300	\$5,003.00
COLLEGE: PROFESSIONAL EMPLOYEES & CLERICAL	8868	15,000	0.5500	\$83.00
BUILDINGS-OPERATION BY CONTRACTORS	9014	95,000	5.2900	\$5,026.00
PAINTING: SHOP ONLY & DRIVERS	9501	275,000	5.0800	\$13,970.00
ILLINOIS INDUSTRIAL COMMISSION OPERATIONS FUND 0.0101 - (SUR1)				\$3,552.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$21,769.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0500 - (9740)				\$8,015.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0200 - (9741)				\$3,206.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0140 - (9812)				\$15,238.00
SCHEDULE MODIFICATION - CREDIT 0.5000 - (9887)				-\$1,021,345.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$236,344.00
DEPOSIT PREMIUM - IL				\$355,221.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 1651 N. SHADELAND AVENUE
 INDIANAPOLIS, IN 46219

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 2

Insured/State/Location No: 01 - 13 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
LANDSCAPE GARDENING & DRIVERS	0042	15,000	5.4900	\$824.00
CARPENTRY SHOP ONLY & DRIVERS	2802	15,000	3.6100	\$542.00
WELDING OR CUTTING NOC & DRIVERS	3365	15,000	4.6300	\$695.00
METAL STAMPED GOODS MFG. NOC	3400	890,000	3.5300	\$31,417.00
MACHINE SHOP NOC	3632	100,000	2.1700	\$2,170.00
MACHINERY OR EQUIPMENT ERECTION OR REPAIR NOC & DRIVERS	3724	15,000	3.5100	\$527.00
PLUMBING NOC & DRIVERS	5183	30,000	2.4200	\$726.00

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ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	25,000	2.6800	\$670.00
CONCRETE CONSTRUCTION NOC	5213	100,000	4.3200	\$4,320.00
CARPENTRY NOC	5403	25,000	6.6100	\$1,653.00
PAINTING NOC & SHOP OPERATIONS, DRIVERS	5474	25,000	4.7100	\$1,178.00
CLEANER-DEBRIS REMOVAL	5610	245,000	3.9900	\$9,776.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	1,755,000	5.4500	\$95,648.00
TRUCKING: LONG DISTANCE HAULING-ALL EMPLOYEES & DRIVERS	7229	245,000	5.9100	\$14,480.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	350,000	3.6200	\$12,670.00
STORE: WHOLESALE-NOC	8018	60,000	2.1000	\$1,260.00
LUMBERYARD-NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE, DRIVERS	8232	150,000	3.3400	\$5,010.00
AUTOMOBILE: SERVICE OR REPAIR CENTER & DRIVERS	8380	120,000	2.4600	\$2,952.00
SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	130,000	0.3500	\$455.00
CLERICAL OFFICE EMPLOYEES NOC	8810	240,000	0.1900	\$456.00

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

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Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
3390 UTICA RIDGE ROAD
BETTENDORF, IA 52722

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 14 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	160,000	11.4100	\$18,256.00
MACHINE SHOP NOC	3632	20,000	6.0000	\$1,200.00
MACHINERY OR EQUIPMENT ERECTION OR REPAIR NOC & DRIVERS	3724	45,000	6.8700	\$3,092.00
PLUMBING NOC & DRIVERS	5183	86,000	6.2400	\$5,366.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	1,250,000	4.1600	\$52,000.00
CONCRETE CONSTRUCTION NOC	5213	86,000	11.8800	\$10,217.00
CONCRETE OR CEMENT WORK-FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS & DRIVERS	5221	145,000	8.9300	\$12,949.00

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CARPENTRY: INSTALLATION OF CABINET WORK OR INTERIOR TRIM	5437	270,000	9.0800	\$24,516.00
PAINTING NOC & SHOP OPERATIONS,DRIVERS	5474	25,000	8.1000	\$2,025.00
SHEET METAL WORK - INSTALLATION & DRIVERS	5535	70,000	9.1100	\$6,377.00
HEATING, VENTILATION, AIR-CONDITIONING AND REFRIGERATION SYSTEMS - INSTALLATION	5537	25,000	6.8200	\$1,705.00
CONTRACTOR - PROJECT MANAGER, CONSTRUCTION EXECUTIVE, CONSTRUCTION MANAGER OR CO	5606	48,000	2.4500	\$1,176.00
CLEANER-DEBRIS REMOVAL	5610	650,000	6.7800	\$44,070.00
EXCAVATION & DRIVERS	6217	52,000	8.8100	\$4,581.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS.	7228	500,000	10.8800	\$54,400.00
TRUCKING.: LONG DISTANCE HAULING-ALL EMPLOYEES & DRIVERS.	7229	110,000	11.1900	\$12,309.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	68,000	6.3600	\$4,325.00
STORE: WHOLESALE-NOC	8018	15,000	3.6000	\$540.00
SALESPERSONS OR	8742	240,000	0.6400	\$1,536.00

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COLLECTORS - OUTSIDE

CLERICAL OFFICE EMPLOYEES NOC	8810	1,375,000	0.3100	\$4,263.00
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WAIVER OF SUBROGATION 0.0200 - (0930)	\$5,298.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0200 - (9740)	\$1,041.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)	\$515.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)	\$2,914.00
EXPERIENCE PREMIUM 1.2100 - (9898)	\$57,354.00

DEPOSIT PREMIUM - IA	\$332,025.00
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
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Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
TOPEKA, KS 66603

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 15 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	140,000	10.3600	\$14,504.00
HEAVY EQUIPMENT MANFACTURING	3507	680,000	4.0700	\$27,676.00
AUTOMOBILE MFG. OR ASSEMBLY	3808	25,000	3.7000	\$925.00
PLUMBING NOC & DRIVERS	5183	125,000	4.0600	\$5,075.00
CONTRACTOR - PROJECT MANAGER, CONSTRUCTION EXECUTIVE, CONSTRUCTION MANAGER	5606	40,000	1.1800	\$472.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	75,000	6.1200	\$4,590.00

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LUMBERYARD-NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE, DRIVERS	8232	30,000	4.3200	\$1,296.00
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WAIVER OF SUBROGATION 0.0200 - (0930)	\$1,091.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)	\$112.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)	\$112.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)	\$600.00
EXPERIENCE PREMIUM 1.2100 - (9898)	\$11,808.00

DEPOSIT PREMIUM - KS	\$68,261.00
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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 FRANKFORT, KY 40601

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 16 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	30,000	3.8600	\$1,158.00
CLEANER-DEBRIS REMOVAL	5610	25,000	6.8000	\$1,700.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	525,000	2.4000	\$12,600.00
SALESPERSONS OR COLLECTORS - OUTSIDE	8742	60,000	0.4400	\$264.00
CLERICAL OFFICE EMPLOYEES NOC	8810	75,000	0.1900	\$143.00
KENTUCKY SPECIAL FUND ASSESSMENT 0.0628 - (SUR2)				\$1,228.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$72.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$72.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$175.00

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EXPERIENCE PREMIUM 1.2100 - (9898) \$3,368.00

DEPOSIT PREMIUM - KY \$20,780.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 1219 IMPORT DRIVE
 NEW IBERIA, LA 70560

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 6

Insured/State/Location No: 01 - 17 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
BAKERY & DRIVERS, ROUTE SUPERVISORS	2003	120,000	5.7400	\$6,888.00
IRON OR STEEL FABRICATION: IRON OR STEELWORKS- STRUCTURAL & DRIVERS	3030	270,000	8.4900	\$22,923.00
WELDING OR CUTTING NOC & DRIVERS	3365	400,000	8.2000	\$32,800.00
CONCRETE: PRODUCTS MFG. & DRIVERS.	4034	85,000	9.0500	\$7,693.00
PAPER MFG.	4239	195,000	5.8500	\$11,408.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	15,000	4.7700	\$716.00
CLEANER-DEBRIS REMOVAL	5610	835,000	5.7400	\$47,929.00



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FOOD SUNDRIES MFG. NOC	6504	800,000	5.0500	\$40,400.00
SHIPBUILDING—IRON OR STEEL— NOC & DRIVERS-USLH	6843F	30,000	15.9000	\$4,770.00
TRUCKING-COMMON CARRIER- ALL EMPLOYEES & DRIVERS	7223	95,000	13.4800	\$12,806.00
STORAGE WAREHOUSE NOC	8292	30,000	5.6300	\$1,689.00
AUTOMOBILE: SERVICE STATION & DRIVERS.	8387	25,000	4.6600	\$1,165.00
SALESPERSONS OR COLLECTORS - OUTSIDE	8742	110,000	0.7500	\$825.00
CLERICAL OFFICE EMPLOYEES NOC	8810	285,000	0.3700	\$1,055.00
WAIVER OF SUBROGATION 0.0200 - (9118)				\$4,738.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0200 - (9740)				\$659.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0200 - (9741)				\$659.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0140 - (9812)				\$2,703.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$41,112.00
DEPOSIT PREMIUM - LA				\$242,938.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
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Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
ANNAPOLIS, MD 21401

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 19 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
PLUMBING NOC & DRIVERS	5183	100,000	7.9300	\$7,930.00
FLOOR COVERING INSTALLATION - RESILIENT FLOORING - CARPET AND LAMINATE FLOORING	5478	135,000	7.3800	\$9,963.00
CLERICAL OFFICE EMPLOYEES NOC	8810	35,000	0.2100	\$74.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$359.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0500 - (9740)				\$135.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0200 - (9741)				\$54.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$198.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$3,890.00
DEPOSIT PREMIUM - MD				\$22,603.00

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Name and Address of Insured:
**POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 15 NEW ENGLAND EXECUTIVE PARK, SUITE 1028
 BOSTON, MA 1803**

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 20 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	55,000	9.6700	\$5,319.00
PLUMBING NOC & DRIVERS	5183	500,000	3.5000	\$17,500.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	65,000	2.8400	\$1,846.00
CARPENTRY NOC	5403	25,000	9.6100	\$2,403.00
SHEET METAL WORK-SHOP AND OUTSIDE-& DRIVERS NOC	5538	80,000	5.7200	\$4,576.00
TRUCKING: NOC-ALL EMPLOYEES AND DRIVERS	7219	25,000	8.2800	\$2,070.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	180,000	5.7100	\$10,278.00

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SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	95,000	0.1500	\$143.00
CLERICAL OFFICE EMPLOYEES NOC	8810	146,000	0.0900	\$131.00
MASSACHUSETTS DEPARTMENT OF INDUSTRIAL ACCIDENTS ASSESSMENT SURCHARGE 0.0420 - (SUR1)				\$1,859.00
EXPENSE CONSTANT - (0900)				\$338.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$885.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0300 - (9740)				\$351.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0200 - (9812)				\$885.00
EXPERIENCE MODIFICATION 1.2100 - (9898)				\$9,668.00
DEPOSIT PREMIUM - MA				\$58,252.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 5555 GULL ROAD
 KALAMAZOO, MI 49048

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 165

Insured/State/Location No: 01 - 21 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
LANDSCAPE GARDENING	0042	100,000	6.6200	\$6,620.00
CATTLE DEALER	0129	25,000	3.8900	\$973.00
CEMENT MFG	1701	75,000	2.7500	\$2,063.00
GRAIN MILLING & LOCAL MANAGERS	2014	105,000	9.3600	\$9,828.00
CANVAS GOODS MFG- LIGHTWEIGHT MATERIALS	2501	305,000	4.4600	\$13,603.00
LAUNDRY NOC	2585	20,000	3.3600	\$672.00
PLANING OR MOLDING MILL	2731	50,000	6.4200	\$3,210.00
PALLET MANUFACTURE AND REPAIR-WOOD	2759	25,000	6.1600	\$1,540.00

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CABINET WORKS-WITH POWER MACHINERY	2812	50,000	3.9400	\$1,970.00
WOODENWARE MFG NOC	2841	100,000	3.3600	\$3,360.00
PIPE OR TUBE MFG-IRON OR STEEL	3028	35,000	5.3800	\$1,883.00
IRON OR STEEL FABRICATION: SHOP - NON-STRUCTURAL	3040	75,000	9.1900	\$6,893.00
SHEET METAL WORK - SHOP ONLY	3066	325,000	2.6900	\$8,743.00
FIREPROOF EQUIPMENT MFG	3076	50,000	3.8300	\$1,915.00
FOUNDRY-FERROUS NOC WITH DISEASE LOADING	3081D	115,000	7.4300	\$8,545.00
TOOL MFG-DROP OR MACHINE FORGED-NOC: MACHINING OR FINISHING TOOLS	3114	60,000	8.3200	\$4,992.00
AUTOMATIC SCREW MACHINE PRODUCTS MFG	3145	185,000	4.1700	\$7,715.00
HARDWARE MFG NOC	3146	265,000	2.8500	\$7,553.00
ELECTRICAL APPARATUS MFG NOC	3179	300,000	1.6000	\$4,800.00
WIRE GOODS MFG NOC	3257	100,000	6.8600	\$6,860.00
WELDING OR CUTTING NOC & DRIVERS	3365	235,000	7.3500	\$17,273.00



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METAL GOODS MFG NOC	3400	450,000	3.8500	\$17,325.00
CONSTRUCTION MACHINERY, DREDGE OR STEAM SHOVEL MFG NOC	3507	65,000	3.3000	\$2,145.00
PRECISION MACHINED PARTS MFG NOC	3629	2,000,000	3.2700	\$65,400.00
MACHINE SHOP NOC	3632	1,750,000	4.1900	\$73,325.00
GEAR MFG OR GRINDING	3635	25,000	3.9900	\$998.00
AUTOMOTIVE LIGHTING, IGNITION, OR STARTING APPARATUS MFG NOC	3648	255,000	1.7100	\$4,361.00
ELECTRICAL APPARATUS INSTALLATION OR REPAIR	3724	375,000	6.1200	\$22,950.00
AUTOMOBILE MFG OR ASSEMBLY	3808	165,000	4.5700	\$7,541.00
AUTOMOBILE, BUS, TRUCK OR TRAILER BODY MFG: NOC	3824	95,000	5.3000	\$5,035.00
MORTAR MFG	4036	188,000	3.5900	\$6,749.00
PAPER MFG	4239	75,000	3.7100	\$2,783.00
BOX MFG-SET-UP PAPER	4240	240,000	2.2000	\$5,280.00
PRINTING	4299	450,000	2.6000	\$11,700.00
RUBBER GOODS MFG NOC	4410	160,000	3.7100	\$5,936.00
PLASTICS MFG: FABRICATED PRODUCTS NOC	4452	575,000	3.6400	\$20,930.00



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PLASTICS MFG: SHEETS, RODS, OR TUBES	4459	6,815,000	3.6700	\$250,111.00
PLASTICS MFG: MOLDED PRODUCTS NOC	4484	1,200,000	3.5600	\$42,720.00
CHEMICAL BLENDING OR MIXING NOC	4828	95,000	2.6000	\$2,470.00
PLUMBING NOC	5183	158,000	5.0800	\$8,026.00
ELECTRICAL WIRING-WITHIN BUILDINGS	5190	60,000	4.1300	\$2,478.00
CARPENTRY NOC	5403	55,000	13.0100	\$7,156.00
CARPENTRY-INSTALLATION OF CABINET WORK, INTERIOR TRIM OR FINISHED WOODEN FLOORIN	5437	15,000	7.4100	\$1,112.00
SHEET METAL WORK-SHOP AND OUTSIDE-NOC	5538	25,000	6.9600	\$1,740.00
CONTRACTOR-EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	5606	45,000	1.5300	\$689.00
CLEANER-DEBRIS REMOVAL	5610	158,000	5.5100	\$8,706.00
FOOD SUNDRIES MFG NOC	6504	75,000	3.1500	\$2,363.00
BOAT BUILDING OR REPAIR: COVERAGE UNDER STATE ACT	6834	90,000	2.8400	\$2,556.00
DRIVERS IN CONNECTION WITH: TRUCKING: NOC	7208	30,000	12.6800	\$3,804.00



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DRIVERS AND/OR CHAUFFEURS NOC - COMMERCIAL	7380	390,000	5.2600	\$20,514.00
STORE: WHOLESALE-NOC	8018	335,000	3.3900	\$11,357.00
PACKAGING-CONTRACT-RETAIL SIZE PACKAGES	8059	45,000	3.4300	\$1,544.00
IRON OR STEEL MERCHANT	8106	75,000	5.6700	\$4,253.00
LUMBER YARD: YARD & WAREHOUSE EMPLOYEES	8232	25,000	6.5300	\$1,633.00
IRON OR STEEL SCRAP DEALER	8265	650,000	9.4000	\$61,100.00
STORAGE WAREHOUSE NOC	8292	206,000	4.5700	\$9,414.00
AUTOMOBILE SERVICE STATION	8387	40,000	4.0100	\$1,604.00
BUS CO.: GARAGE EMPLOYEES	8395	30,000	4.1900	\$1,257.00
SALESPERSONS, COLLECTORS OR MESSENGERS-OUTSIDE	8742	1,075,000	0.4000	\$4,300.00
CLERICAL OFFICE EMPLOYEES	8810	22,255,000	0.1900	\$42,285.00
COLLEGE: PROFESSIONAL EMPLOYEES	8868	430,000	0.4800	\$2,064.00
BUILDING MAINTENANCE AND REPAIR - BY REAL ESTATE MANAGING AGENTS	9015	160,000	4.6900	\$7,505.00
COLLEGE	9101	35,000	2.7600	\$966.00
PAINTING: SHOP ONLY	9501	275,000	3.8000	\$10,450.00



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WAIVER OF SUBROGATION 0.0200 - (0930)	\$17,753.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)	\$4,432.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0200 - (9741)	\$8,863.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0200 - (9812)	\$17,753.00
EXPERIENCE PREMIUM 1.0600 - (9898)	\$55,389.00
 DEPOSIT PREMIUM - MI	 \$991,836.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 1059 109TH AVENUE, NE
 BLAINE, MN 55434

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311

FEIN: 383270222

Of Employees: 5

State Unemployment or Tax Identification Number: 383270222000

Insured/State/Location No: 01 - 22 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CONSTRUCTION OR AGRICULTURAL MACHINERY MFG.	3507	1,008,000	4.6900	\$47,275.00
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	45,000	8.0900	\$3,641.00
PLUMBING NOC & DRIVERS	5183	230,000	5.0000	\$11,500.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	510,000	3.5400	\$18,054.00
CONCRETE CONSTRUCTION NOC	5213	40,000	7.3000	\$2,920.00
CONCRETE OR CEMENT WORK- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS & DRIVERS	5221	40,000	8.3900	\$3,356.00



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CARPENTRY NOC	5403	110,000	22.0900	\$24,299.00
CARPENTRY: INSTALLATION OF CABINET WORK OR INTERIOR TRIM	5437	65,000	13.3200	\$8,658.00
PAINTING OR PAPERHANGING NOC & SHOP OPERATIONS, DRIVERS	5474	45,000	11.2800	\$5,076.00
HEATING, VENTILATION, AIR-CONDITIONING AND REFRIGERATION SYSTEMS - INSTALLATION	5537	25,000	6.0900	\$1,523.00
SHEET METAL WORK: SHOP AND OUTSIDE NOC & DRIVERS	5538	160,000	11.0400	\$17,664.00
CARPENTRY: DETACHED ONE- OR TWO-FAMILY DWELLINGS	5645	350,000	13.3200	\$46,620.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	210,000	7.6700	\$16,107.00
CHAUFFEURS, DRIVERS & THEIR HELPERS NOC-COMMERCIAL	7380	955,000	6.5900	\$62,935.00
IRON OR STEEL MERCHANT & DRIVERS	8106	250,000	5.6900	\$14,225.00
SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	45,000	0.5700	\$257.00
CLERICAL OFFICE EMPLOYEES NOC	8810	325,000	0.2000	\$650.00
BUILDINGS-OPERATION: BY OWNER, LESSEE OR REAL ESTATE MANAGEMENT FIRM: ALL OTHER	9015	40,000	5.3500	\$2,140.00



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MINNESOTA WORKERS COMPENSATION SPECIAL COMPENSATION FUND	\$5,655.00
SURCHARGE 0.0158 - (0174)	
WAIVER OF SUBROGATION 0.0200 - (0930)	\$5,738.00
WORKERS' COMPENSATION REINSURANCE ASSOCIATION ASSESSMENT	Subject to Audit
0.0820 - (0988)	
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)	\$445.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000	\$3,219.00
0.0110 - (9812)	
EXPERIENCE PREMIUM 1.2100 - (9898)	\$62,130.00
DEPOSIT PREMIUM - MN	\$364,087.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**

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Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
JACKSON, MS 39201

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 23 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	20,000	8.9400	\$1,788.00
CARPENTRY NOC	5403	45,000	8.3600	\$3,762.00
SHIPBUILDING-IRON OR STEEL NOC & DRIVERS: COVERAGE UNDER U.S. ACT	6843	100,000	17.0900	\$17,090.00
SHIP REPAIR OR CONVERSION- ALL OPERATIONS & DRIVERS: COVERAGE UNDER U.S. ACT	6872	35,000	11.3400	\$3,969.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	500,000	7.3600	\$36,800.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	35,000	4.7600	\$1,666.00

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WAIVER OF SUBROGATION 0.0200 - (0930)	\$1,302.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)	\$74.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)	\$74.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)	\$716.00
EXPERIENCE MODIFICATION 1.2100 - (9898)	\$14,090.00
 DEPOSIT PREMIUM - MS	 \$81,331.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 JEFFERSON CITY, MO 65102

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 24 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	35,000	9.6000	\$3,360.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	180,000	3.7100	\$6,678.00
CARPENTRY NOC	5403	25,000	7.7200	\$1,930.00
CLEANER-DEBRIS REMOVAL	5610	30,000	7.6200	\$2,286.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	240,000	7.3700	\$17,688.00
LUMBERYARD-NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE, DRIVERS	8232	610,000	7.2100	\$43,981.00
MISSOURI SECOND INJURY FUND SURCHARGE 0.0300 - (SUR1)				\$2,845.00

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MISSOURI WORKERS COMPENSATION ADMINISTRATIVE SURCHARGE 0.0100 - (SUR2)	Subject to Audit
WAIVER OF SUBROGATION 0.0200 - (0930)	\$1,518.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)	\$112.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)	\$835.00
EXPERIENCE PREMIUM 1.2100 - (9898)	\$16,438.00
DEPOSIT PREMIUM - MO	\$97,671.00



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Name and Address of Insured: Policy No.: RWR943531802
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 HELENA, MT 59623

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222 # Of Employees: 1

Insured/State/Location No: 01 - 25 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	300,000	7.9500	\$23,850.00
WAIVER OF SUBROGATION 0.0200 - (0930)			\$477.00	
MONTANA 2ND INJURY FUND 0.0512 - (0935)			\$15.00	
MONTANA ADMINISTRATIVE FUND SURCHARGE 1.8901 - (0939)			\$563.00	
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)			\$30.00	
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)			\$30.00	
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)			\$262.00	
EXPERIENCE MODIFICATION 1.2100 - (9898)			\$5,164.00	
DEPOSIT PREMIUM - MT			\$30,391.00	



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 8031 W. CENTER ROAD, SUITE 315
 OMAHA, NE 68124

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 26 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
BAKERY & DRIVERS, ROUTE SUPERVISORS	2003	70,000	4.1300	\$2,891.00
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	38,000	6.0500	\$2,299.00
PLUMBING NOC & DRIVERS	5183	45,000	4.6500	\$2,093.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	25,000	4.2800	\$1,070.00
CONCRETE CONSTRUCTION NOC	5213	700,000	9.7200	\$68,040.00
TRUCKING-LOCAL HAULING ONLY- ALL EMPLOYEES & DRIVERS	7228	655,000	8.5200	\$55,806.00
SALESPERSONS, COLLECTORS OR MESSENGERS-OUTSIDE	8742	100,000	0.5300	\$530.00

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CLERICAL OFFICE EMPLOYEES NOC	8810	85,000	0.2700	\$230.00
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WAIVER OF SUBROGATION 0.0200 - (0930)	\$2,659.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)	\$172.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)	\$172.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)	\$1,463.00
EXPERIENCE PREMIUM 1.2100 - (9898)	\$28,787.00

DEPOSIT PREMIUM - NE	\$166,212.00
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
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Name and Address of Insured:
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM
CONSTRUCTION & TRILLIUM CONSTRUCTION
& TRILLIUM DRIVERS & DBA TRILLIUM
ENVIRONMENTAL SERVICES
NO FIXED ADDRESS
CONCORD, NH 03301

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014NAICS#: 561311
FEIN: 421474873

Of Employees: 1

Insured/State/Location No: 01 - 28 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	305,000	11.6100	\$35,411.00
PLUMBING NOC & DRIVERS	5183	45,000	8.4200	\$3,789.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$35.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$35.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$431.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$8,323.00
DEPOSIT PREMIUM - NH				\$48,024.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 00 13**
Edition 2/08**NEW JERSEY EXTENSION OF INFORMATION PAGE**

Name and Address of Insured:
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM
CONSTRUCTION & TRILLIUM CONSTRUCTION &
TRILLIUM DRIVERS
NO FIXED ADDRESS
TRENTON, NJ 08609

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 421474873

NJTIN: 383270222000
Of Employees: 1

Insured/State/Location No: 01 - 29 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
TRUCKMEN: NOC-& DRIVERS	7219	50,000	15.7500	\$7,875.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC-COMMERCIAL	7380	245,000	11.5400	\$28,273.00
SALESPERSONS-OUTSIDE	8742	82,000	0.6400	\$525.00
CLERICAL OFFICE EMPLOYEES NOC	8810	50,000	0.2500	\$125.00
PREMIUM FOR INCREASED LIMITS PART TWO, IF APPLICABLE 0.0140 - (6199)				\$515.00
TOTAL PREMIUM SUBJECT TO THE EXPERIENCE MODIFICATION				\$37,313.00
PREMIUM MODIFIED TO REFLECT EXPERIENCE MODIFICATION OF 1.2020 - (9898)				\$7,537.00
OTHER PREMIUM CHARGES				NOT APPLICABLE
TOTAL ESTIMATED STANDARD				\$44,850.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0300 - (9740)				\$128.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$43.00
TOTAL ESTIMATED PREMIUM				\$45,021.00
SECOND INJURY FUND SURCHARGE 0				Subject to Audit
UNINSURED EMPLOYERS FUND SURCHARGE 0.0676 - (0936)				\$3,032.00
TOTAL ESTIMATED COST				\$48,053.00

XL INSURANCE

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EXTENSION OF INFORMATION PAGE

Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 SANTA FE, NM 87501

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 30 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	25,000	3.6000	\$900.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE PROVISION FOR TERRORISM 0.0100 - (9740)				\$3.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000				\$10.00
0.0110 - (9812)				
EXPERIENCE PREMIUM 1.2100 - (9898)				\$244.00
DEPOSIT PREMIUM - NM				\$1,407.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 3729 UNION ROAD, SUITE 22
 BUFFALO, NY 14225

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 2

Insured/State/Location No: 01 - 31 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
PLUMBING NOC & DRIVERS	5183	100,000	9.4600	\$9,460.00
SHEET METAL WORK ERECTION, INSTALLATION OR REPAIR NOC- SHOP OR OUTSIDE & DRIVERS	5538	60,000	11.8500	\$7,110.00
DRIVERS, AND HELPERS NOC- COMMERCIAL	7380	95,000	9.6800	\$9,196.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$515.00
NEW YORK STATE ASSESSMENT SURCHARGE 0.1880 - (0932)				\$6,006.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0480 - (9740)				\$122.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$26.00
NY WORKERS COMPENSATION SECURITY FUND SURCHARGE 0.0000 - (9749)				\$0.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$5,519.00
DEPOSIT PREMIUM - NY				\$37,954.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
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Name and Address of Insured:
COMPUTER & ENGINEERING SERVICES, INC.
DBA CES
1596 CATHERINE LAKE ROAD HIGHW AY 11
JACKSONVILLE, NC 27602

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 382512681

Of Employees: 29

Insured/State/Location No: 01 - 32 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	35,000	11.6400	\$4,074.00
PLUMBING NOC & DRIVERS	5183	100,000	6.6300	\$6,630.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	235,000	6.5200	\$15,322.00
CARPENTRY NOC	5403	25,000	9.7300	\$2,433.00
FLOOR COVERING-INSTALLATION	5478	240,000	5.7500	\$13,800.00
SHEET METAL WORK - INSTALLATION & DRIVERS	5535	65,000	10.0400	\$6,526.00
HEATING, VENTILATION, AIR-CONDITIONING AND REFRIGERATION SYSTEMS - INSTALLATION	5537	80,000	7.3300	\$5,864.00



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CLEANER-DEBRIS REMOVAL	5610	28,000	9.7900	\$2,741.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	75,000	11.0200	\$8,265.00
STORAGE WAREHOUSE NOC	8292	145,000	4.7700	\$6,917.00
SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	60,000	0.5300	\$318.00
CLERICAL OFFICE EMPLOYEES NOC	8810	90,000	0.2400	\$216.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$1,462.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$118.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$118.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$804.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$15,828.00
DEPOSIT PREMIUM - NC				\$91,436.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 OKLAHOMA CITY, OK 73106

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 35 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
IRON OR STEEL FABRICATION: IRONWORKS-SHOP-ORNAMENTAL & DRIVERS	3040	950,000	28.3000	\$268,850.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	1,555,000	6.6100	\$102,786.00
LUMBERYARD-NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE, DRIVERS	8232	70,000	9.8800	\$6,916.00
CLERICAL OFFICE EMPLOYEES NOC	8810	25,000	0.4800	\$120.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$7,573.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$260.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$260.00
INCREASED EMPLOYERS LIABILITY \$1,000,000/1,000,000/1,000,000 0.0140 - (9812)				\$5,301.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$82,225.00



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DEPOSIT PREMIUM - OK

\$474,291.00



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Name and Address of Insured: Policy No.: RWR943531802
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 SALEM, OR 97301

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222 # Of Employees: 1

Insured/State/Location No: 01 - 36 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CLERICAL OFFICE EMPLOYEES NOC	8810	25,000	0.2200	\$55.00
OREGON WORKERS COMPENSATION PREMIUM ASSESSMENT SURCHARGE 0.0620 - (SUR1)				\$19.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$3.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$3.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0040 - (9812)			Subject to Audit	
EXPERIENCE PREMIUM 1.2100 - (9898)				\$64.00
DEPOSIT PREMIUM - OR				\$394.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 HARRISBURG, PA 17102

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311

FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 37 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
EMPLOYMENT CONTRACTOR - TEMPORARY PAPER OR PULP MFG. STAFF	0291	85,000	4.3600	\$3,706.00
CONCRETE CONSTRUCTION	0654	70,000	12.4600	\$8,722.00
WELDING, STRUCTURAL STEEL	0655	35,000	19.1400	\$6,699.00
PLUMBING, N.O.C.	0663	50,000	5.8600	\$2,930.00
TRUCKING, N.O.C.	0811	500,000	10.6500	\$53,250.00
SHIP BUILDING, IRON OR STEEL- USLH	6843F	60,000	42.2800	\$25,368.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$2,042.00
PENNSYLVANIA EMPLOYER ASSESSMENT PREMIUM SURCHARGE 0.0262 - (0938)				\$2,177.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0300 - (9740)				\$240.00



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CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0200 - (9741)	\$160.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0140 - (9812)	\$1,409.00
EXPERIENCE MODIFICATION 0.7940 - (9898)	-\$21,450.00
 DEPOSIT PREMIUM - PA	 \$85,253.00



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Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 PROVIDENCE, RI 02903

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311

FEIN: 383270222

Of Employees: 1

State Unemployment or Tax Identification Number: 999999999

Insured/State/Location No: 01 - 38 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
DRIVERS, CHAUFFEURS, MESSENGERS, AND THEIR HELPERS NOC - COMMERCIAL	7380	30,000	7.8500	\$2,355.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$3.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$3.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$26.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$553.00
DEPOSIT PREMIUM - RI				\$3,190.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
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Name and Address of Insured:
COMPUTER & ENGINEERING SERVICES, INC.
DBA CES
NO FIXED ADDRESS
COLUMBIA, SC 29202

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 382512681

Of Employees: 1

Insured/State/Location No: 01 - 39 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	900,000	6.9700	\$62,730.00
CLEANER-DEBRIS REMOVAL	5610	15,000	7.8700	\$1,181.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	200,000	10.7000	\$21,400.00
CLERICAL OFFICE EMPLOYEES NOC	8810	50,000	0.3800	\$190.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$1,710.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$117.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0200 - (9741)				\$117.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$941.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$18,512.00
DEPOSIT PREMIUM - SC				\$106,898.00



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Name and Address of Insured: Policy No.: RWR943531802
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 PIERRE, SD 57501

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222 # Of Employees: 1

Insured/State/Location No: 01 - 40 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	25,000	7.5400	\$1,885.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0200 - (9740)				\$5.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0200 - (9741)				\$5.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$21.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$453.00
DEPOSIT PREMIUM - SD				\$2,619.00



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Name and Address of Insured:
**POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 9051 EXECUTIVE PARK DRIVE, SUITE 300
 KNOXVILLE, TN 37923**

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222 # Of Employees: 6

Insured/State/Location No: 01 - 41 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	220,000	8.9600	\$19,712.00
PLUMBING NOC & DRIVERS	5183	1,340,000	5.4400	\$72,896.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	300,000	5.7800	\$17,340.00
CONCRETE OR CEMENT WORK-FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS & DRIVERS	5221	25,000	7.4600	\$1,865.00
CARPENTRY NOC	5403	35,000	12.1400	\$4,249.00
CARPENTRY: INSTALLATION OF CABINET WORK OR INTERIOR TRIM	5437	60,000	10.6700	\$6,402.00
SHEET METAL WORK -	5535	350,000	10.4000	\$36,400.00

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INSTALLATION & DRIVERS

HEATING, VENTILATION, AIR-CONDITIONING AND REFRIGERATION SYSTEMS - INSTALLATION	5537	600,000	8.5600	\$51,360.00
CLEANER-DEBRIS REMOVAL-TEMPORARY LABOR SERVICES	5613	275,000	14.5600	\$40,040.00
TRUCKING:LOCAL HAULING ONLY- ALL EMPLOYEES AND DRIVERS	7228	2,695,000	10.7700	\$290,252.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	440,000	7.5700	\$33,308.00
SALESPERSONS OR COLLECTORS - OUTSIDE	8742	72,000	0.6400	\$461.00
CLERICAL OFFICE EMPLOYEES NOC	8810	930,000	0.3000	\$2,790.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0200 - (9740)				\$1,468.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0300 - (9741)				\$2,203.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0140 - (9812)				\$8,079.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$122,882.00
DEPOSIT PREMIUM - TN				\$711,707.00



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Name and Address of Insured:
**POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 1499 REGAL ROW, SUITE 304
 DALLAS, TX 75247**

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311

FEIN: 383270222

Of Employees: 8

Insured/State/Location No: 01 - 42 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	55,000	6.3800	\$3,509.00
PRECISION MACHINED PARTS MFG NOC	3629	25,000	2.1000	\$525.00
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	75,000	4.5200	\$3,390.00
IRON OR STEEL: ERECTION NOC	5057	500,000	7.0500	\$35,250.00
PLUMBING NOC & DRIVERS	5183	550,000	4.3900	\$24,145.00
ELECTRICAL WIRING & DRIVERS	5190	695,000	4.6800	\$32,526.00
AIR CONDITIONING SYSTEMS - HEATING AND/OR COOLING: NOT PORTABLE: DUCT FABRICATIO	5536	100,000	4.2800	\$4,280.00
SHEET METAL WORK - OUTSIDE - NOC & DRIVERS	5538	172,000	9.7200	\$16,718.00

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EXCAVATION NOC & DRIVERS	6219	35,000	6.0800	\$2,128.00
SHIP REPAIR OR CONVERSION & DRIVERS	6872	325,000	11.3600	\$36,920.00
TRUCKING: NOC - ALL EMPLOYEES - & DRIVERS	7219	1,180,000	8.6400	\$101,952.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	315,000	5.8000	\$18,270.00
SALESPERSONS, COLLECTORS OR MESSENGERS - OUTSIDE	8742	55,000	0.3200	\$176.00
CLERICAL OFFICE EMPLOYEES NOC	8810	365,000	0.2000	\$730.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$5,610.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0240 - (9740)				\$1,067.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000				\$3,147.00
0.0110 - (9812)				
EXPERIENCE PREMIUM 1.2100 - (9898)				\$60,748.00
DEPOSIT PREMIUM - TX				\$351,091.00

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EXTENSION OF INFORMATION PAGE

Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 SALT LAKE CITY, UT 84101

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees:

Insured/State/Location No: 01 - 43 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WELDING OR CUTTING NOC & DRIVERS	3365	25,000	4.6100	\$1,153.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$3.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$3.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$13.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$297.00
DEPOSIT PREMIUM - UT				\$1,719.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
Edition 1/08**EXTENSION OF INFORMATION PAGE**

Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
NO FIXED ADDRESS
MONTPELIER, VT 05602

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 1

Insured/State/Location No: 01 - 44 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CARPENTRY NOC	5403	25,000	12.1200	\$3,030.00
VERMONT ADMINISTRATION FUND STATE ASSESSMENT SURCHARGE 0.0175 - (SUR1)				\$70.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$250.00
CATASTROPHE PROVISION FOR TERRORISM 0.0100 - (9740)				\$3.00
CATASTROPHE PROVISION FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$3.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$33.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$696.00
DEPOSIT PREMIUM - VT				\$4,085.00



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EXTENSION OF INFORMATION PAGE

Name and Address of Insured:
**POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 1712 AIRLINE BOULEVARD
 PORTSMOUTH, VA 23707**

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222 # Of Employees: 3

Insured/State/Location No: 01 - 45 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	90,000	5.2000	\$4,680.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	75,000	3.1700	\$2,378.00
CARPENTRY NOC	5403	55,000	6.2700	\$3,449.00
CARPET, LINOLEUM, VINYL, ASPHALT, OR RUBBER FLOOR TILE INSTALLATION	5478	45,000	3.7200	\$1,674.00
CLEANER-DEBRIS REMOVAL	5610	60,000	3.9800	\$2,388.00
SHIPBUILDING—IRON OR STEEL— NOC & DRIVERS-USLH	6843F	35,000	12.5400	\$4,389.00
SHIP REPAIR CONVERSION—ALL	6872F	1,650,000	9.8100	\$161,865.00

XL INSURANCE

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OPERATIONS & DRIVERS-USLH

TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	25,000	6.3700	\$1,593.00
SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	125,000	0.2700	\$338.00
CLERICAL OFFICE EMPLOYEES NOC	8810	75,000	0.1200	\$90.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$3,657.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0400 - (9740)				\$894.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000				\$2,011.00
0.0110 - (9812)				
EXPERIENCE PREMIUM 1.2100 - (9898)				\$39,588.00
DEPOSIT PREMIUM - VA				\$228,994.00



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EXTENSION OF INFORMATION PAGE

Name and Address of Insured:
 POCH STAFFING, INC. DBA TRILLIUM STAFFING
 SOLUTIONS AND SUBSIDIARIES
 NO FIXED ADDRESS
 CHARLESTON, WV 25301

Policy No.: RWR943531802

Policy Period:
 July 1, 2013 to July 1, 2014

NAICS#: 561311
 FEIN: 383270222

Of Employees: 8

Insured/State/Location No: 01 - 47 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	200,000	5.1600	\$10,320.00
PLUMBING NOC & DRIVERS	5183	35,000	2.7300	\$956.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	25,000	2.7500	\$688.00
CARPENTRY NOC	5403	55,000	6.4800	\$3,564.00
WEST VIRGINIA POLICYHOLDER SURCHARGE 0.0055 - (SUR1)				\$1.00
WEST VIRGINIA WC REGULATORY SURCHARGE 0.0500 - (SUR2)				\$959.00
WEST VIRGINIA WC DEBT REDUCTION SURCHARGE 0.0900 - (SUR3)				\$1,730.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$311.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0100 - (9740)				\$32.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$32.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0140 - (9812)				\$217.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$3,372.00



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DEPOSIT PREMIUM - WV

\$22,182.00



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 01 A**
Edition 1/08**EXTENSION OF INFORMATION PAGE**

Name and Address of Insured:
POCH STAFFING, INC. DBA TRILLIUM STAFFING
SOLUTIONS AND SUBSIDIARIES
721 CARDINAL LANE, SUITE 106
GREEN BAY, WI 54313

Policy No.: RWR943531802

Policy Period:
July 1, 2013 to July 1, 2014

NAICS#: 561311
FEIN: 383270222

Of Employees: 26

Insured/State/Location No: 01 - 48 - 001

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
CARPENTRY SHOP ONLY & DRIVERS	2802	25,000	4.7400	\$1,185.00
WOODENWARE MFG. NOC	2841	45,000	7.5800	\$3,411.00
ELECTRICAL APPARATUS MFG. NOC	3179	50,000	3.0700	\$1,535.00
WELDING OR CUTTING NOC & DRIVERS	3365	200,000	8.4300	\$16,860.00
PRINTING OR BOOKBINDING MACHINE MFG.	3548	90,000	3.2200	\$2,898.00
MACHINE SHOP NOC	3632	355,000	4.5100	\$16,011.00
MACHINERY OR EQUIPMENT ERCTION OR REPAIR NOC & DRIVERS	3724	280,000	8.3400	\$23,352.00

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PAPER MFG.	4239	25,000	3.1600	\$790.00
MASONRY NOC	5022	45,000	13.6900	\$6,161.00
PLUMBING NOC & DRIVERS	5183	125,000	5.9500	\$7,438.00
ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	5190	1,720,000	5.0800	\$87,376.00
CONCRETE CONSTRUCTION NOC	5213	50,000	11.9800	\$5,990.00
CONCRETE PRIVATE RESIDENCES CONSTRUCTION- NOT MONOLITHIC	5215	125,000	14.0500	\$17,563.00
CONCRETE OR CEMENT WORK- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS & DRIVERS	5221	265,000	7.5900	\$20,114.00
TILE-CERAMIC, STONE, MOSAIC, TERRAZZO WORK-INSIDE	5348	25,000	13.7800	\$3,445.00
CARPENTRY NOC	5403	140,000	17.0600	\$23,884.00
CARPENTRY: INSTALLATION OF CABINET WORK OR INTERIOR TRIM	5437	330,000	13.1400	\$43,362.00
PAINTING OR PAPERHANGING NOC & SHOP OPERATIONS, DRIVERS	5474	40,000	12.4300	\$4,972.00
PLASTERING NOC & DRIVERS	5480	65,000	10.1600	\$6,604.00
HEATING, VENTILATION, AIR- CONDITIONING AND REFRIGERATION SYSTEMS - INSTALLATION	5537	30,000	6.6600	\$1,998.00



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SHEET METAL WORK: SHOP AND OUTSIDE NOC - DRIVERS	5538	465,000	9.4300	\$43,850.00
ROOFING: ALL KINDS & DRIVERS	5551	60,000	28.0400	\$16,824.00
CLEANER-DEBRIS REMOVAL	5610	45,000	11.0600	\$4,977.00
CARPENTRY: DETACHED ONE- OR TWO-FAMILY DWELLINGS	5645	75,000	15.7100	\$11,783.00
CARPENTRY: DWELLINGS-THREE STORIES OR LESS	5651	680,000	12.5200	\$85,136.00
TRUCKING: LOCAL HAULING ONLY-ALL EMPLOYEES & DRIVERS	7228	1,255,000	10.1500	\$127,383.00
TRUCKING.: LONG DISTANCE HAULING-ALL EMPLOYEES & DRIVERS	7229	78,000	10.8800	\$8,486.00
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC - COMMERCIAL	7380	450,000	7.0200	\$31,590.00
STORE: WHOLESALE-NOC	8018	125,000	3.6700	\$4,588.00
IRON OR STEEL MERCHANT & DRIVERS	8106	65,000	9.9900	\$6,494.00
MACHINERY DEALER NOC-STORE OR YARD-& DRIVERS	8107	25,000	6.4900	\$1,623.00
LUMBERYARD-NEW MATERIALS ONLY: ALL OTHER EMPLOYEES & YARD, WAREHOUSE, DRIVERS	8232	75,000	7.2100	\$5,408.00



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STORAGE WAREHOUSE NOC	8292	25,000	7.5400	\$1,885.00
AUTOMOBILE: SERVICE STATION & DRIVERS	8387	100,000	4.2000	\$4,200.00
AUTOMOBILE SALES OR SERVICE AGENCY & PARTS DEPARTMENT EMPLOYEES, DRIVERS	8391	25,000	4.3400	\$1,085.00
SALESPERSONS, COLLECTORS, OR MESSENGERS-OUTSIDE	8742	510,000	0.7500	\$3,825.00
CLERICAL OFFICE EMPLOYEES NOC	8810	940,000	0.2700	\$2,538.00
PHYSICIAN & CLERICAL	8832	70,000	0.4300	\$301.00
WAIVER OF SUBROGATION 0.0200 - (0930)				\$13,139.00
CATASTROPHE PROVISIONS FOR TERRORISM 0.0200 - (9740)				\$1,820.00
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) 0.0100 - (9741)				\$910.00
INCREASED EMPLOYERS LIABILITY LIMITS - \$1,000,000/1,000,000/1,000,000 0.0110 - (9812)				\$7,226.00
EXPERIENCE PREMIUM 1.2100 - (9898)				\$142,231.00
DEPOSIT PREMIUM - WI				\$822,251.00



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FORMS SCHEDULE

POLICY NUMBER: RWR943531802
POLICY PERIOD: JULY 1, 2013 - JULY 1, 2014
NAMED INSURED: POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Name	Description
WC 00 00 01 A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY - INFORMATION PAGE
WC 99 06 07 D	IN WITNESS - XL SPECIALTY INSURANCE COMPANY - NOT APPLICABLE IN MI
WC 99 06 56	IN WITNESS - ARIZONA - XL SPECIALTY INSURANCE COMPANY
WC 00 00 00 B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 01 06 A	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT
WC 00 02 01 A	MARITIME COVERAGE ENDORSEMENT
WC 00 03 01	ALTERNATE EMPLOYER ENDORSEMENT - APPLICABLE IN MI, OK & TX
WC 00 03 01 A	ALTERNATE EMPLOYER ENDORSEMENT
WC 00 03 03 C	EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 00 03 11	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - APPLICABLE IN TX
WC 00 03 11 A	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 00 04 04	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 14	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 21 C	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC 00 04 22 A	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC 00 05 03	RETROSPECTIVE PREMIUM ENDORSEMENT - RATING OPTIONS V - ONE YEAR PLAN - APPLICABLE IN MI
WC 00 05 03 A	RETROSPECTIVE PREMIUM ENDORSEMENT - ONE YEAR PLAN - APPLICABLE IN CA, FL, NJ & PA
WC 00 05 03 B	RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT - ONE YEAR PLAN - NOT APPLICABLE IN CA, FL, GA, LA, MI, NJ, PA & TX
WC 02 04 01 C	ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT
WC 02 06 01	ARIZONA CANCELATION ENDORSEMENT
WC 99 06 10	ARIZONA ADDENDUM
WC 03 06 01 A	ARKANSAS AMENDATORY ENDORSEMENT
WC 04 01 01 A	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT—CALIFORNIA
WC 04 03 01 B	POLICY AMENDATORY ENDORSEMENT—CALIFORNIA
WC 04 03 05	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - CALIFORNIA
WC 04 03 06	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA
WC 04 03 10	DUTY TO DEFEND - CALIFORNIA
WC 04 04 21	OPTIONAL PREMIUM INCREASE ENDORSEMENT—CALIFORNIA
WC 04 04 22	CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT
WC 04 06 01 A	CALIFORNIA CANCELATION ENDORSEMENT
WC 05 04 02	COLORADO CLASSIFICATION ENDORSEMENT
WC 06 03 01	CONNECTICUT APPLICATION OF WORKERS COMPENSATION INSURANCE ENDORSEMENT
WC 06 03 03 C	CONNECTICUT WORKERS COMPENSATION FUNDS ENDORSEMENT
WC 06 06 01	CONNECTICUT NONRENEWAL ENDORSEMENT
WC 09 03 03	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 09 04 03 A	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC 09 06 06	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
WC 10 05 01	GEORGIA RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN
WC 10 06 01 A	GEORGIA CANCELATION, NONRENEWAL AND CHANGE ENDORSEMENT
WC 12 06 01 D	ILLINOIS AMENDATORY ENDORSEMENT
WC 15 04 01 A	KANSAS FINAL PREMIUM ENDORSEMENT
WC 15 06 01 A	KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT
WC 16 03 05	KENTUCKY PART ONE WORKERS COMPENSATION INSURANCE ENDORSEMENT
WC 16 06 01	KENTUCKY CANCELATION AND NONRENEWAL ENDORSEMENT
WC 16 06 02	KENTUCKY NOTICE OF APPEAL RIGHTS ENDORSEMENT
WC 292	NOTICE TO INSUREDS-TAX AND ASSESSMENT CHARGE - KENTUCKY
WC 17 03 03	LOUISIANA DUTY TO DEFEND ENDORSEMENT

FORMS SCHEDULE

POLICY NUMBER:	RWR943531802
POLICY PERIOD:	JULY 1, 2013 - JULY 1, 2014
NAMED INSURED:	POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES
WC 17 05 01 A	LOUISIANA RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN
WC 17 06 01 E	LOUISIANA AMENDATORY ENDORSEMENT
WC 17 06 02 A	LOUISIANA COST CONTAINMENT ACT ENDORSEMENT
WC 19 06 01 E	MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 20 03 01	MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT
WC 20 03 02 A	MASSACHUSETTS—ASSESSMENT CHARGE
WC 20 03 03 D	MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT
WC 20 04 05	MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT
WC 20 06 01 A	MASSACHUSETTS CANCELLATION ENDORSEMENT
WC 21 03 03 A	MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT
WC 21 03 04	MICHIGAN LAW ENDORSEMENT
WC 22 00 00 A	MINNESOTA AMENDATORY ENDORSEMENT
WC 22 06 01 D	MINNESOTA CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 24 04 06 C	MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT
WC 24 06 01 B	MISSOURI CANCELATION AND NONRENEWAL ENDORSEMENT
WC 24 06 02 B	MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION NOTIFICATION ENDORSEMENT
WC 24 06 04	MISSOURI AMENDATORY ENDORSMENT
WC 25 03 05	MONTANA INTENTIONAL INJURY EXCLUSION ENDORSEMENT
WC 25 04 01	MONTANA NON-COOPERATION WITH PREMIUM AUDIT SURCHARGE ENDORSEMENT
WC 25 06 01 A	MONTANA CANCELATION AND NONRENEWAL ENDORSEMENT
WC 25 06 02	MONTANA SAFETY ENDORSEMENT
WC 26 06 01 C	NEBRASKA CANCELATION AND NONRENEWAL ENDORSEMENT
WC 28 06 01	NEW HAMPSHIRE SOLE REPRESENTATIVE ENDORSEMENT
WC 28 06 04	NEW HAMPSHIRE AMENDATORY ENDORSEMENT
WC 106	NEW JERSEY NOTICE
WC 29 03 06 B	NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT
WC 30 06 01	NEW MEXICO CANCELATION AND NONRENEWAL ENDORSEMENT
WC 31 03 08	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC 31 03 19 F	NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM EXPLANATORY ENDORSEMENT
WC 31 06 17 A	NEW YORK FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 32 03 01 B	NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT
WC 34 03 01 C	OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 35 03 03	OKLAHOMA EMPLOYERS LIABILITY INTENTIONAL TORT EXCLUSION ENDORSEMENT
WC 35 06 01 E	OKLAHOMA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT
WC 35 06 03	OKLAHOMA FRAUD WARNING ENDORSEMENT
WC 36 04 06	OREGON PREMIUM DUE DATE ENDORSEMENT
WC 36 06 01 E	OREGON CANCELLATION ENDORSEMENT
WC 37 06 01	SPECIAL PENNSYLVANIA ENDORSEMENT—INSPECTION OF MANUALS
WC 37 06 02	PENNSYLVANIA NOTICE
WC 37 06 03 A	PENNSYLVANIA ACT 86—1986 ENDORSEMENT/NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM
WC 37 06 04	PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT
WC 38 04 01 A	RHODE ISLAND SHORT RATE CANCELLATION ENDORSEMENT
WC 38 06 01	RHODE ISLAND DIRECT LIABILITY STATUTE ENDORSEMENT
WC 40 06 01 A	SOUTH DAKOTA DIRECT ACTION STATUTE ENDORSEMENT
WC 40 06 05 B	SOUTH DAKOTA CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 42 03 01 F	TEXAS AMENDATORY ENDORSEMENT
WC 42 03 04 A	TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 42 04 08	TEXAS HEALTH CARE NETWORK ENDORSEMENT
WC 42 05 03 A	TEXAS RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN
WC 99 01 13	TEXAS TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC 99 04 22	TEXAS TERRORISM PREMIUM ENDORSEMENT
WC 43 03 05	UTAH WAIVER OF SUBROGATION ENDORSEMENT
WC 43 06 01	UTAH WORKPLACE SAFETY PROGRAM ENDORSEMENT

FORMS SCHEDULE

POLICY NUMBER: RWR943531802
POLICY PERIOD: JULY 1, 2013 - JULY 1, 2014
NAMED INSURED: POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

WC 43 06 02	UTAH CANCELLATION ENDORSEMENT
WC 44 06 01	VERMONT LAW ENDORSEMENT
WC 44 06 02 A	VERMONT CANCELATION AND NONRENEWAL ENDORSEMENT
WC 45 06 02	VIRGINIA AMENDATORY ENDORSEMENT
WC 47 06 01	WEST VIRGINIA CANCELLATION ENDORSEMENT
WC 48 04 01	WISCONSIN CONTRACTORS PREMIUM ADJUSTMENT PROGRAM ENDORSEMENT
WC 48 06 01 C	WISCONSIN LAW ENDORSEMENT
WC 48 06 06 B	WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 99 06 03 B	AMENDED KNOWLEDGE AND NOTICE OF ACCIDENT OR INJURY ENDORSEMENT
WC 99 06 04 B	UNINTENTIONAL FAILURE TO DISCLOSE ENDORSEMENT
WC 99 00 07	SCHEDULE OF THE NAME OF INSURED
WC 99 01 10	EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT
WC 99 00 10	EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT - FLORIDA
WC 99 00 14	EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT - OKLAHOMA
WC 99 03 04 A	FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE ENDORSEMENT
WC 99 03 05	FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE - CALIFORNIA
WC 09 04 06	FLORIDA FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

Information Notices

PN CW 01 0613, PN CW 02 0505, PN CW 05 1010, PN AR 01 1108, PN AR 02 0110, PN 04 99 01 E, PN 04 99 02 B, PN 04 99 04, PN CA 02 0511, PN CA 03 1108, PN FL 03 0511, PN FL 04 1108, PN IL 01 0405, PN IL 02 0511, PN IN 01 0511, PN KS 01 1108, PN KY 01 0405, PN MD 01 0408, PN MI 01 0909, PN MN 01 1108, PN MN 02 0107, PN MO 01 0511, PN MO 02 1108, PN MS 01 1011, PN MT 01 1108, PN NC 02 0405, PN NY 01 1005, PN OK 01 1108, PN OR 02 0511, PN OR 04 0113, PN PA 01 0509, PN SD 01 0405, PN TN 01 0511, PN TN 02 0410, PN TX 01 0511, PN TX 02 0511, PN VA 05 0511

IN WITNESS

XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-0636
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Bernard R. Horovitz
President



Toni Ann Perkins
Secretary

WC 99 06 07D
Ed. 07/10

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NBUT 07/30/2013

IN WITNESS
ARIZONA
XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-0636
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested.



Bernard R. Horovitz
President



Toni Ann Perkins
Secretary

WC 99 06 56
Ed. 07/10

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NBUT 07/30/2013

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

GENERAL SECTION**A. The Policy**

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

B. Who is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

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

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

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

B. We Will Pay

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

C. We Will Defend

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

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

D. We Will Also Pay

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

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

E. Other Insurance

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

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

workers compensation law that apply to:

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

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

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

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

B. We Will Pay

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

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

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

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

C. Exclusions

This insurance does not cover:

- 1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- 2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- 3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- 4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5. Bodily injury intentionally caused or aggravated by you;
- 6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;

- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356a.), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801–945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- 9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51–60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel;
- 11. Fines or penalties imposed for violation of federal or state law; and
- 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued 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 defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

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

- 1. Reasonable expenses incurred at our request, but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. Litigation costs taxed against you;

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

F. Other Insurance

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

G. Limits of Liability

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

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

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

I. Actions Against Us

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

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

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

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

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

B. Notice

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

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

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

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

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

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

PART FIVE—PREMIUM

A. Our Manuals

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

B. Classifications

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

C. Remuneration

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

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

D. Premium Payments

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

E. Final Premium

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

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

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate 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

1. 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.

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

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 and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
Alabama	113%
Arizona	13%
Arkansas	66%
Colorado	45%
Connecticut	25%
Florida	120%
Georgia	47%
Idaho	18%
Illinois	31%
Indiana	61%
Iowa	100%
Kansas	58%
Kentucky	35%
Louisiana	112%
Maryland	48%
Massachusetts	32%
Michigan	70%
Minnesota	48%
Mississippi	93%
Missouri	52%

Schedule (Cont'd)

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
Montana	128%
Nebraska	78%
New Hampshire	110%
New Jersey	50%
New Mexico	67%
New York	42.8%
North Carolina	90%
Oklahoma	69%
Oregon	95%
Pennsylvania	78.1%
Rhode Island	61%
South Carolina	69%
South Dakota	47%
Tennessee	130%
Texas	64%
Utah	62%
Vermont	20%
Virginia	69%
Wisconsin	64%
West Virginia	80%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

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 July 1, 2013 Policy No. RWR943531802 Endorsement No.

INSURED POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 01 06 A
(Ed. 4-92)

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:**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 arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
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.
6. 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.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

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

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

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

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

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

Schedule

1. Description of work:

If Any

2. Transportation, Wages, Maintenance and Cure Premium \$ Included

3. Limits of Liability

Bodily Injury by Accident \$ 1,000,000 each accidentBodily Injury by Disease \$ 1,000,000 aggregate

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 02 01 A

(Ed. 4-92)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

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

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

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

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

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

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

Schedule

Alternate Employer	Address	State of Special or Temporary Employment If Any
Only those alternate employers that require this coverage to apply.	Michigan, Oklahoma & Texas	

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 July 1, 2013 Policy No. RWR943531802 Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium \$Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 01 A (Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **July 1, 2013** at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. **RWR943531802** of the **XL Specialty Insurance Company**
(NAME OF INSURANCE COMPANY)

issued to **POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES**

Premium \$ Included

Authorized Representative

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

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

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

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

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

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

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

Schedule

- | 1. Alternate Employer | Address |
|---|----------------|
| Only those alternate employers that require this coverage to apply. | |
| 2. State of Special or Temporary Employment | |
| States listed in Item 3.A. of the Information Page except: | |
| Texas, Michigan & Oklahoma | |
| 3. Contract or Project | If Any |

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule**States Premium**

North Dakota	\$178.00
Washington	\$ 8.00
Wyoming	Subject to Audit
Puerto Rico	Subject to Audit

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA
TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 03 C
(Ed. 10-04)

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 Item 1 of the Schedule.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a state listed in Item 1 of 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 Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of 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.

(Ed. 4-84)

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	Designated Workers' Compensation Law
All officers and employees not subject to the workers compensation law.	Texas	The state where the injury takes place.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA
TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium: Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 11

Ed. 4-84)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. Exclusions

This insurance does not cover:

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

D. Before We Pay

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

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

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

E. Recovery From Others

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

F. Employers Liability Insurance

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

Schedule

Employees	State of Employment	Designated Workers Compensation Law
All officers and employees not subject to the workers compensation law.	Any State shown in Item 3.A. of the Information Page. However, this endorsement does not apply to the following states if listed under Item 3.A. California, Hawaii, Michigan, New Jersey, Texas & Wisconsin.	The state where the injury takes place.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM
STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Where required by written agreement signed prior to loss.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule**State**

All states where applicable.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 04 04

(Ed. 4-84)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

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

**PART FIVE
PREMIUM**

D. Premium is amended to read:

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

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

For purposes of this endorsement, the following definitions apply:

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

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

Schedule

State	Rate	Premium
See State Information Page	See State Information Page	Included

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium: Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 00 04 21 C

(Ed. 9-08)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

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

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

Definitions

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

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

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

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

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

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

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

Schedule

State	Rate	Premium
See State Information Page	See State Information Page	Included

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 05 03

**RETROSPECTIVE PREMIUM ENDORSEMENT
RATING OPTIONS V—ONE YEAR PLAN**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. RWR943531802 of the **XL Specialty Insurance Company**
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Authorized Representative

SCHEDULE

1. Other policies subject to this Retrospective Rating Endorsement: None
2. Loss limitation: \$ 600,000
3. Loss conversion factor: Claims
Minimum Retrospective Premium Factor: .50
Maximum Retrospective Premium Factor: 2.00
4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, the basic premium factor will be recalculated.

	<u>50%</u>	<u>100%</u>	<u>150%</u>
Estimated standard premium:	<u>\$ 489,271</u>	<u>\$ 978,541</u>	<u>\$ 1,467,812</u>
Basic premium factor:	<u>0.174</u>	<u>0.174</u>	<u>0.174</u>

5. The tax multipliers, excess loss premium factors and retrospective development factors and the states where they apply, are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd
Michigan			1.037		1.166	1.085	1.049

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively by Rating Option V. This endorsement explains the rating plan and how the retrospective premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective premium for the insurance provided during the rating plan period by this policy and any policy listed in the Schedule. The rating plan period is the one year period beginning with the effective date of this endorsement.

The amount of retrospective premium depends on five standard elements and two elective elements.

A. Retrospective Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen retrospective premium rating, but with two exceptions. Standard premium does not include the expense constant charge or the premium discount credit.
2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.
3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties and employers' liability loss adjustment expenses.
4. A converted loss is an incurred loss multiplied by a percentage called the loss conversion factor. The loss conversion factor is shown in the Schedule.
5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium and converted losses. The percentage is called the tax multiplier. It varies by state and by Federal and non-Federal classifications. The tax multipliers are shown in the Schedule.

B. Retrospective Premium Elective Elements

Two other elements are included in retrospective premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor. Taxes are added to excess loss premium just as they are for other elements of retrospective premium.

Excess loss premium factors vary by state, by classification and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors and the states where they apply are shown in the Schedule.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of retrospective premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor. Taxes are added to retrospective development premium just as they are for other elements of retrospective premium.

Retrospective development factors vary by state, by electing a loss limitation and by first, second and third calculations of retrospective premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective premium. If the policies provide insurance for more than one insured, the retrospective premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective premium is the sum of basic premium, converted losses and taxes, plus the excess loss premium and retrospective development premium elective elements if you chose them.
2. The retrospective premium will not be less than the minimum nor more than the maximum retrospective premium. The minimum and maximum retrospective premiums are determined by applying the minimum and maximum factors shown in the Schedule to the standard premium.
3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Premium Calculations and Payments

1. We will calculate the retrospective premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter. We will have the calculation verified by the appropriate rate service organization at your request.

We may make a special valuation of the retrospective premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership or liquidation or dispose of all your interest in work covered by the insurance. You will pay the amount due us if the retrospective premium is more than the total standard premium as of the special valuation date.

2. After a calculation of retrospective premium, you and we may agree that it is the final calculation. No other calculation will be made unless there is clerical error in the final calculation.
3. After each calculation of retrospective premium, you will promptly pay the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective premium calculated under this endorsement.

E. Work In Other States

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the rating plan period, this endorsement will apply to that insurance if this rating plan applies in that state on an interstate basis. The retrospective premium standard elements and the elective elements you chose, will be determined by our manuals for that state and added to the Schedule by endorsement.

F. Cancellation

1. If any insurance subject to this endorsement is canceled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
2. If we cancel for nonpayment of premium, the maximum retrospective premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.
3. If you cancel, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective premium and will be used to determine the basic premium.

The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.

The maximum retrospective premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.

4. Section F.3. will not apply if you cancel because:
 - a. all work covered by the insurance is completed;
 - b. all interest in the business covered by the insurance is sold; or,
 - c. you retire from all business covered by the insurance.

RETROSPECTIVE PREMIUM ENDORSEMENT ONE YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective premium for the insurance provided during the rating plan period by this policy and any policy listed in the Schedule. The rating plan period is the one-year period beginning with the effective date of this endorsement.

The amount of retrospective premium depends on five standard elements and two elective elements.

A. Retrospective Premium Standard Elements

- 1. The five standard elements are explained here.
 1. Standard premium is the premium we would charge during the rating plan period if you had not chosen retrospective premium rating, but with two exceptions. Standard premium does not include the expense constant charge or the premium discount credit.
 2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.
 3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties, and employers liability loss adjustment expenses.
 4. A converted loss is an incurred loss multiplied by a percentage called the loss conversion factor. The loss conversion factor is shown in the Schedule.
 5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium and converted losses. The percentage is called the tax multiplier. It varies by state and by Federal and non-Federal classifications. The tax multipliers are shown in the Schedule.

B. Retrospective Premium Elective Elements

Two other elements are included in retrospective premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor. Taxes are added to excess loss premium just as they are for other elements of retrospective premium.

Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of retrospective premium, and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor. Taxes are added to retrospective development premium just as they are for other elements of retrospective premium.
- Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective premium. If the policies provide insurance for more than one insured, the retrospective premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective premium is the sum of basic premium, converted losses, and taxes, plus the excess loss premium and retrospective development premium elective elements if you chose them.
2. The retrospective premium will not be less than the minimum nor more than the maximum retrospective premium. The minimum and maximum retrospective premiums are determined by applying the minimum and maximum factors shown in the Schedule to the standard premium.
3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Premium Calculations and Payments

1. We will calculate the retrospective premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter. We will have the calculation verified by the appropriate rate service organization at your request.

We may make a special valuation of the retrospective premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due us if the retrospective premium is more than the total standard premium as of the special valuation date.

2. After a calculation of retrospective premium, you and we may agree that it is the final calculation. No other calculation will be made unless there is clerical error in the final calculation.
3. After each calculation of retrospective premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective premium calculated under this endorsement.

E. Work in Other States

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the rating plan period, this endorsement will apply to that insurance if this rating plan applies in that state on an interstate basis. The retrospective premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation

1. If any insurance subject to this endorsement is canceled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.

2. If we cancel for nonpayment of premium, the maximum retrospective premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.
3. If you cancel, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective premium and will be used to determine the basic premium.

The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.

The maximum retrospective premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.

4. Section F.3. will not apply if you cancel because:
 - a. all work covered by the insurance is completed;
 - b. all interest in the business covered by the insurance is sold; or,
 - c. you retire from all business covered by the insurance.

Schedule

1. Other policies subject to this Retrospective Premium Endorsement None
2. Loss Limitation: \$600,000
3. Loss Conversion Factor Claims
Minimum Retrospective Premium Factor .50
Maximum Retrospective Premium Factor 2.00
4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, the basic premium factor will be recalculated.

	50%	100%	150%
Estimated Standard Premium	\$ 617,827	\$ 1,235,653	\$ 1,853,480
Basic Premium Factor:	0.174	0.174	0.174

5. The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd
CA, FL, NJ & PA			1.037		1.166	1.0851	1.049

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 05 03 A

(Ed. 12-91)

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy and any policy listed in the Schedule. The rating plan period is the one-year period beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
 - Premium discount
 - Expense constant
 - Premium resulting from the nonratable element codes
 - Premium developed by the passenger seat surcharge under Classification Code 7421
 - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
 - Premium developed by the catastrophe provisions as outlined in our manuals

2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium.

The basic premium factor includes:

- General administration costs of the carrier
- Cost of loss control services
- Insurance charges

The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

Note: The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals:

- Resulting from the nonratable element codes
- Developed by the passenger seat surcharge under Classification Code 7421
- Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
- Developed by the catastrophe provisions as outlined in our manuals

4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and nonfederal classifications. The tax multipliers are shown in the Schedule.

B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.
3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.
3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More Than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation of a Policy Under a Retrospective Rating Plan

1. If the policy to which this endorsement is attached is cancelled, the effective date of the cancellation will become the end of the rating plan period of all insurance subject to this endorsement.
2. If other policies listed in the Schedule of this endorsement are cancelled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
3. If we cancel for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days, and will include all of the applicable retrospective rating plan factors shown in the Schedule.
4. If you cancel, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.
The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.
The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.
5. Section F.4. will not apply if you cancel because:
 - a. All work covered by the insurance is completed
 - b. All interest in the business covered by the insurance is sold
 - c. You retire from all business covered by the insurance

Schedule

1. Other policies subject to this Retrospective Rating Plan Premium Endorsement None
2. Loss Limitation: \$ 600,000
3. Loss Conversion Factor Claims
Minimum Retrospective Rating Plan Premium Factor .50
Maximum Retrospective Rating Plan Premium Factor 2.00
4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, shown below, the basic premium factor will be recalculated.

	50%	100%	150%
Estimated Standard Premium:	<u>\$ 2,317,210</u>	<u>\$ 4,634,419</u>	<u>\$ 6,951,629</u>
Basic Premium Factor:	<u>0.174</u>	<u>0.174</u>	<u>0.174</u>

5. The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd
All states included on this policy except: CA, FL, GA, LA, MI, NJ, PA & TX			1.037		1.166	1.085	1.049

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 July 1, 2013

Insured POCH STAFFING, INC. DBA TRILLIUM
STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT

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

This endorsement provides notice that premium for your policy may be affected by the Arizona Alcohol- and Drug-Free Workplace Premium Credit Program.

You may qualify for a 5% premium credit if you have established and maintain a qualifying alcohol- and drug-free workplace program in accordance with Title 23, Chapter 2, Article 14 of Arizona Statutes.

We will determine your eligibility for this premium credit after total premium has been paid for the policy period and may be revised at the time your final premium audit is processed.

The determination that you have a qualifying program must be made each year that you receive the premium credit. To implement a premium credit program, the following guidelines must be established:

1. Insurers offering the premium credit program may apply a 5% premium credit to qualifying employers.
2. To receive the premium credit, you must:
 - a. Provide a written statement to the insurer prior to or within 30 days after the beginning of the policy effective date each year, certifying that the business has implemented a program meeting the requirements of Title 23, Chapter 2, Article 14.
 - b. At any time during the term of the policy, provide additional information to the insurer, as required, to confirm that a qualifying program has been established and is being maintained.
 - c. Comply with the alcohol and drug testing policy requirements in accordance with Title 23, Chapter 2, Article 14.
 - d. Conduct alcohol and drug testing of prospective employees.
 - e. Conduct alcohol and drug testing of an employee after the employee has been injured.
 - f. Allow us to have access to the alcohol and drug testing results under d. and e. above.
3. The determination that you have established and maintain a qualifying program must be made during each policy term that you receive the premium credit.
4. Your certification and any other information relied upon by the insurer in granting the premium credit must be kept in the insurer's underwriting files and made available to the Department of Insurance upon request.
5. The premium credit may be applied after total premium has been paid for the policy period and may be revised at final audit to the employer's policy. The credit is applicable as a supplement to deviated rates and is applied in a multiplicative manner, after the application of the experience modification, and before the application of the premium discount and expense constant.
6. You must reimburse the premium credit if it is determined that you were not in compliance with the provisions of the program.
7. Minimum premium policies are eligible for this premium credit.
8. Residual market employers are eligible to apply for this premium credit.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 02 04 01 C

(Ed. 02-10)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 02 06 01 (Ed. 5-86)

ARIZONA CANCELLATION ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

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

The Cancellation Condition of the policy is replaced by this Condition:

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy if you fail to pay premium when due. We must mail or deliver to you and the Industrial Commission of Arizona not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.

ARIZONA ADDENDUM

Notwithstanding anything to the contrary in the Workers Compensation and Employers Liability Insurance Policy, the validity of the policy is not contingent upon a countersignature by a duly authorized representative of the insured.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY
WC 03 06 01 A (Ed. 4-92)

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium (if any) \$ Included

Authorized Representative

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

Part Two—Employers' Liability Insurance

C. Exclusions

2. Is replaced by:

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

Part Six—Conditions

D. Cancelation is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take affect.
2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 10 days advance written notice stating when the cancelation is to take effect. If we cancel for any other reason, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 30 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient notice.
3. The policy period will end on the day and hour stated in the cancelation notice.

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT
COVERAGE ENDORSEMENT—CALIFORNIA**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in California. The policy applies to that work as though California were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

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 and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The estimated premium for the Longshore and Harbor Workers' Compensation Act coverage provided by this endorsement is as shown in the Schedule below or Item 4 of the Information Page.

Schedule

Code No.	Classification	Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
If Any	If Any	If Any	Included	Included

Total Estimated Annual Premium \$ Included

See "Notes" on reverse.

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 July 1, 2013
Insured POCH STAFFING, INC. DBA
TRILLIUM STAFFING SOLUTIONS
AND SUBSIDIARIES.

Countersigned By _____

Notes:

1. The Longshore and Harbor Workers' Compensation Act is a federal workers compensation law that applies to any person engaged in maritime employment, such as longshoreworkers, harborworkers, ship repairers, shipbuilders, and shipbreakers. It does not apply to, among other employments, a master or member of a crew of any vessel, any person engaged by a master to load or unload or repair any small vessel under eighteen tons net, or individuals employed to build, repair, or dismantle any recreational vessel under 65 feet in length.
2. This endorsement may be used to provide workers compensation insurance and employers liability insurance for work performed in California and subject to the Longshore and Harbor Workers' Compensation Act.
3. This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

POLICY AMENDATORY ENDORSEMENT-CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. 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. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

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:

- a. 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.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 05 (Ed. 1-85)

**VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE
ENDORSEMENT—CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium (if any) \$Included

Authorized Representative

If the employer named in item 1 of the Information Page has in his employment persons not entitled to compensation under Division 4 of the Labor Code of the State of California, this policy shall operate as an election on the part of the employer to come under the compensation provisions of Division 4 with respect to those persons described in the Schedule below.

This policy applies to those persons described in the Schedule below as employees.

Schedule

All officers and employees not subject to the workers compensation law.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY
WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **July 1, 2013** at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. **RWR943531802** Endorsement No.

of the **Greenwich Insurance Company**
(NAME OF INSURANCE COMPANY)

issued to **POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES**

Premium (if any) \$ Included

Authorized Representative

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Where required by written agreement signed prior to loss.	All California Operations

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 10 (Ed. 1-95)

DUTY TO DEFEND—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium (if any) \$ Included

Authorized Representative

The insurance afforded by Part One, Section C, "We Will Defend," is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

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

Nothing contained in this Section shall amend, modify, restrict or otherwise alter any obligations or conditions under Part Two—Employer's Liability Insurance of the policy.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 10 (Ed. 1-95)

DUTY TO DEFEND—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium (if any) \$ Included

Authorized Representative

The insurance afforded by Part One, Section C, "We Will Defend," is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

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

Nothing contained in this Section shall amend, modify, restrict or otherwise alter any obligations or conditions under Part Two—Employer's Liability Insurance of the policy.

OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company XL Specialty Insurance Company

Countersigned by _____

CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancelation table below:

Short Rate Cancelation Table

Days In Policy Period	Factor to Apply to Earned Premium for Period Policy in Effect	Days In Policy Period	Factor to Apply to Earned Premium for Period Policy in Effect	Days In Policy Period	Factor to Apply to Earned Premium for Period Policy in Effect	Days In Policy Period	Factor to Apply to Earned Premium for Period Policy in Effect
1	.05	18.2482	.24	1.7176	.38	1.3733	.52
2	.06	10.9489	.25	1.7548	.38	1.3598	.52
3	.07	8.5158	.25	1.7216	.39	1.3820	.52
4	.07	6.3869	.25	1.6899	.39	1.3688	.53
5	.08	5.8394	.26	1.7255	.39	1.3557	.53
6	.08	4.8662	.26	1.6947	.40	1.3774	.53
7	.09	4.6924	.26	1.6650	.40	1.3645	.54
8	.09	4.1058	.26	1.6362	.40	1.3519	.54
9	.10	4.0552	.27	1.6704	.40	1.3395	.54
10	.10	3.6496	.27	1.6425	.41	1.3605	.54
11	.11	3.6496	.27	1.6156	.41	1.3482	.55
12	.11	3.3455	.27	1.5895	.41	1.3362	.55
13	.12	3.3689	.28	1.6222	.41	1.3243	.55
14	.12	3.1283	.28	1.5969	.42	1.3447	.55
15	.13	3.1630	.28	1.5723	.42	1.3330	.56
16	.13	2.9653	.29	1.6038	.42	1.3215	.56
17	.14	3.0056	.29	1.5799	.43	1.3414	.56
18	.14	2.8386	.29	1.5566	.43	1.3301	.57
19	.15	2.8818	.29	1.5341	.43	1.3189	.57
20	.15	2.7377	.30	1.5643	.43	1.3079	.57
21	.16	2.7812	.30	1.5423	.44	1.3273	.57
22	.16	2.6547	.30	1.5208	.44	1.3164	.58
23	.17	2.6980	.30	1.5000	.44	1.3057	.58
24	.17	2.5856	.31	1.5291	.44	1.2951	.58
25	.17	2.4821	.31	1.5087	.45	1.3140	.58
26	.18	2.5270	.31	1.4888	.45	1.3036	.59
27	.18	2.4334	.32	1.5169	.45	1.2933	.59
28	.18	2.3465	.32	1.4974	.46	1.3117	.59
29	.18	2.2656	.32	1.4785	.46	1.3016	.60
30	.19	2.3117	.32	1.4600	.46	1.2916	.60
31	.19	2.2371	.33	1.4870	.46	1.2817	.60
32	.19	2.1672	.33	1.4689	.47	1.2996	.60
33	.20	2.2121	.33	1.4512	.47	1.2899	.61
34	.20	2.1471	.34	1.4774	.47	1.2802	.61
35	.20	2.0857	.34	1.4600	.47	1.2708	.61
36	.20	2.0278	.34	1.4430	.48	1.2882	.61
37	.21	2.0716	.34	1.4264	.48	1.2788	.61
38	.21	2.0171	.35	1.4517	.48	1.2696	.62
39	.21	1.9654	.35	1.4354	.49	1.2867	.62
40	.21	1.9162	.35	1.4038	.49	1.2775	.62
41	.22	1.9585	.35	1.4038	.49	1.2684	.62
42	.22	1.9119	.36	1.4283	.49	1.2595	.63
43	.22	1.8674	.36	1.4129	.50	1.2762	.63
44	.23	1.9079	.36	1.3979	.50	1.2674	.63
45	.23	1.8655	.37	1.4216	.50	1.2586	.63
46	.23	1.8250	.37	1.4038	.50	1.2500	.63
47	.23	1.7861	.37	1.3923	.51	1.2663	.64
48	.24	1.8250	.37	1.3781	.51	1.2578	.64
49	.24	1.7877	.38	1.4010	.51	1.2493	.64
50	.24	1.7820	.38	1.3870	.52	1.2653	.64

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 04 22

(Ed. 01-12)

Days In Policy Period	Factor to Apply to Earned Premium for Period Policy in Effect	Days In Policy Period	Factor to Apply to Earned Premium for Period Policy in Effect	Days In Policy Period	Factor to Apply to Earned Premium for Period Policy in Effect	Days In Policy Period	Factor to Apply to Earned Premium for Period Policy in Effect
Short Rate Percentages		Short Rate Percentages		Short Rate Percentages		Short Rate Percentages	
201	.65	1.1804	242	.74	1.1161	283	.83
202	.65	1.1745	243	.74	1.1115	284	.83
203	.65	1.1687	244	.74	1.1070	285	.83
204	.65	1.1630	245	.74	1.1025	286	.83
205	.65	1.1573	246	.74	1.0980	287	.83
206	.66	1.1394	247	.75	1.1083	288	.84
207	.66	1.1638	248	.75	1.1038	289	.84
208	.66	1.1582	249	.75	1.0994	290	.84
209	.66	1.1526	250	.75	1.0950	291	.84
210	.67	1.1645	251	.76	1.1052	292	.85
211	.67	1.1590	252	.76	1.1008	293	.85
212	.67	1.1535	253	.76	1.0964	294	.85
213	.67	1.1481	254	.76	1.0921	295	.85
214	.67	1.1428	255	.76	1.0878	296	.85
215	.68	1.1544	256	.77	1.0979	297	.86
216	.68	1.1491	257	.77	1.0936	298	.86
217	.68	1.1438	258	.77	1.0893	299	.86
218	.68	1.1385	259	.77	1.0851	300	.86
219	.69	1.1500	260	.77	1.0810	301	.86
220	.69	1.1448	261	.78	1.0908	302	.87
221	.69	1.1396	262	.78	1.0866	303	.87
222	.69	1.1345	263	.78	1.0825	304	.87
223	.69	1.1294	264	.78	1.0784	305	.87
224	.70	1.1406	265	.79	1.0881	306	.88
225	.70	1.1356	266	.79	1.0840	307	.88
226	.70	1.1305	267	.79	1.0800	308	.88
227	.70	1.1255	268	.79	1.0759	309	.88
228	.70	1.1206	269	.79	1.0719	310	.88
229	.71	1.1317	270	.80	1.0815	311	.89
230	.71	1.1267	271	.80	1.0775	312	.89
231	.71	1.1219	272	.80	1.0735	313	.89
232	.71	1.1170	273	.80	1.0696	314	.89
233	.72	1.1279	274	.81	1.0790	315	.90
234	.72	1.1231	275	.81	1.0751	316	.90
235	.72	1.1183	276	.81	1.0712	317	.90
236	.72	1.1136	277	.81	1.0673	318	.90
237	.72	1.1089	278	.81	1.0635	319	.90
238	.73	1.1195	279	.82	1.0728	320	.91
239	.73	1.1149	280	.82	1.0689	321	.91
240	.73	1.1102	281	.82	1.0651	322	.91
241	.73	1.1056	282	.82	1.0614	323	.91
						1.0283	1.00
						364	1.00
						365	1.0000

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

CALIFORNIA CANCELATION ENDORSEMENT

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

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancelation:

1. 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 for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 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. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancelation notice.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES
Insurance Company XL Specialty Insurance Company

Countersigned by _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 05 04 02 (Ed. 11-90)

COLORADO CLASSIFICATION ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

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

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

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

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

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

CONNECTICUT APPLICATION OF WORKERS COMPENSATION INSURANCE ENDORSEMENT

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

Section A., "How This Insurance Applies," of Part One, "Workers' Compensation Insurance," is amended to read as follows:

This workers' compensation insurance applies to injury by accident or injury by disease. Injury includes resulting death.

1. Injury by accident must occur during the policy period.
2. Injury by disease must be caused or aggravated by exposure during the policy period to conditions of your employment.

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 July 1, 2013

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.

Premium \$ Included

Insurance Company XL SPECIALTY INSURANCE COMPANY

Countersigned by _____

CONNECTICUT WORKERS COMPENSATION FUNDS ENDORSEMENT

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

The amount shown on the Information Page for the Connecticut workers compensation fund assessment is required of you under Section 31-345 of the Connecticut General Statutes. We will pay these assessments to the Connecticut State Treasurer. The purpose of the assessment is to finance the expenses of administering the workers compensation laws.

THE AMOUNT SHOWN ON THE INFORMATION PAGE FOR THE CONNECTICUT SECOND INJURY FUND SURCHARGE IS REQUIRED OF YOU UNDER CONNECTICUT REGULATIONS TO FINANCE THE CONNECTICUT SECOND INJURY FUND. WE WILL PAY THIS SURCHARGE TO THE CONNECTICUT STATE TREASURER.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 06 03 03 C

(Ed. 07-11)

CONNECTICUT NONRENEWAL ENDORSEMENT

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

Add the following to **Part Six – Conditions** of the policy:

F. Nonrenewal

We may elect not to renew the policy. Unless otherwise provided by Connecticut General Statutes Annotated Section 38a-323, we will provide you via registered mail, certified mail or by mail evidenced by a certificate of mailing, or deliver to the named insured at the address shown in the policy, at least sixty (60) days advance notice of our intention not to renew.

Mailing such notice to you at your address, shown in Item 1., of the Information Page, will be deemed sufficient notice under this section.

The notice of intent not to renew will state or be accompanied by a statement specifying the reason for such nonrenewal.

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 July 1, 2013 Policy No. RWR943531802 Endorsement No.
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium \$Included

Insurance Company XL Specialty Insurance Company

Countersigned by

FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

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 July 1, 2013 Policy No. RWR943531802 Endorsement No. _____
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium \$ Included

Insurance Company XL Specialty Insurance Company Countersigned by _____

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

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.

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.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.
5. "Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we may not be 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 may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

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

Schedule

Rate per \$100 of Remuneration

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company XL SPECIALTY INSURANCE COMPANY

Countersigned by _____

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

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

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802
Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

GEORGIA RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy and any policy listed in the Schedule. The rating plan period is the one-year period beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
 - Premium discount
 - Expense constant
 - Premium resulting from the nonratable element codes
 - Premium developed by the passenger seat surcharge under Classification Code 7421
 - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
 - Premium developed by the catastrophe provisions as outlined in our manuals
2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
 - General administration costs of the carrier
 - Cost of loss control services
 - Insurance charge

The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

Note: The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals:

- Resulting from the nonratable element codes
 - Developed by the passenger seat surcharge under Classification Code 7421
 - Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
 - Developed by the catastrophe provisions as outlined in our manuals
4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.
 5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and nonfederal classifications. The tax multipliers are shown in the Schedule.

B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.
3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.
3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More Than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation of a Policy Under a Retrospective Rating Plan

1. If the policy to which this endorsement is attached is cancelled, the effective date of the cancellation will become the end of the rating plan period of all insurance subject to this endorsement.
2. If other policies listed in the Schedule of this endorsement are cancelled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
3. If we cancel for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days, and will include all of the applicable retrospective rating plan factors shown in the Schedule.
4. If you cancel, the standard premium for the rating plan period will be calculated on a pro rata basis plus a 10% surcharge of the unearned premium. This cancelled premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.

The pro rata cancelled premium plus the 10% surcharge of the unearned premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.

The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.

5. Section F.4. will not apply if you cancel because:
 - a. All work covered by the insurance is completed
 - b. All interest in the business covered by the insurance is sold
 - c. You retire from all business covered by the insurance

Schedule

1. Other policies subject to this Retrospective Rating Plan Premium Endorsement None

2. Loss Limitation: \$ 600,000

3. Loss Conversion Factor Claims

Minimum Retrospective Rating Plan Premium Factor .50

Maximum Retrospective Rating Plan Premium Factor 2.00

4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, shown below, the basic premium factor will be recalculated.

	50%	100%	150%
Estimated Standard Premium:	\$ <u>147,812</u>	\$ <u>295,623</u>	\$ <u>443,436</u>

Basic Premium Factor:	<u>0.174</u>	<u>0.174</u>	<u>0.174</u>
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5. The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other Than "F" Classes)	Federal ("F" Classes Only)	State (Other Than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd
Georgia			1.037		1.166	1.085	1.049

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA
TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 10 05 01
(Ed.11-10)

GEORGIA CANCELATION, NONRENEWAL AND CHANGE ENDORSEMENT

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

The **Cancelation** Condition of the policy is replaced by this Condition:

D. Cancelation, Nonrenewal and Change

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect, subject to the following:
 - a. If only your interest is affected, the effective date of cancelation will be the later of the date we receive notice from you or the date specified in the notice.
 - b. If by statute, regulation or contract this policy may not be canceled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days notice to you and the third party as soon as practicable after receiving your request for cancelation.
- Our notice will state the effective date of cancelation, which will be the later of the following:
 - 1) 10 days from the date of mailing or delivering our notice, or
 - 2) The effective date of cancelation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancelation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancelation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancelation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.
4. The policy period will end on the day and hour stated in the cancelation notice except as provided for above.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM
STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 10 06 01 A
(Ed. 4-93)

ILLINOIS AMENDATORY ENDORSEMENT

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

Part Six (Conditions), Condition A. **Inspection**, Condition D. **Cancellation** and Condition E. **Sole Representative** of the policy are replaced by these four Conditions.

Inspection

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

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
 - a. At least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
 - b. At least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
 - a. Nonpayment of premium.
 - b. The policy was issued because of a material misrepresentation.
 - c. You violated any of the material terms and conditions of the policy.
 - d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
 - e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
 - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for canceling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. If we fail to give 60-days notice, the policy will automatically be extended for one year. Mailing that notice to you at your last known mailing address will be sufficient to prove notice. An exact and unaltered copy of such notice shall also be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.
2. Our notice of nonrenewal will state our reasons for not renewing.
3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. You notify us or the 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.

Sole Representative

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

Part Five (Premium), Section G. **Audit** is replaced by this Section.

Audit

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

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM
STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 12 06 01 D
(Ed. 07-11)

KANSAS FINAL PREMIUM ENDORSEMENT

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

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

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 15 04 01 A
(Ed. 1-10)

KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT

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

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

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

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

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802 Endorsement No.

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 15 06 01 A

(Ed. 1-87)

KENTUCKY PART ONE WORKERS COMPENSATION INSURANCE ENDORSEMENT

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

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

F. Payments You Must Make

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

Except for any payments for which we are responsible as provided in Section F.3. above, if we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

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

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 16 03 05
(Ed. 6-07)

KENTUCKY CANCELATION AND NONRENEWAL 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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM
STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company XL Specialty Insurance Company

Countersigned by

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

Nonrenewal

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

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

KENTUCKY NOTICE OF APPEAL RIGHTS ENDORSEMENT

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

NOTICE OF YOUR RIGHTS

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

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

Your request for an appeal should include a statement of the facts and how the rates or rating system were incorrectly or improperly applied. Also, enclose copies of the results of the review and any other correspondence from us or NCCI. If your appeal shows good cause, the commissioner shall hold a hearing. The commissioner may, after the hearing, issue a final order affirming, modifying or reversing our or NCCI's action.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC.

DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company

XL Specialty Insurance Company

Countersigned by _____

NOTICE TO INSUREDS TAX AND ASSESSMENT CHARGE—KENTUCKY

The Kentucky Insurance Department does not consider taxes and assessments a part of Workers' Compensation Insurance Rates. Therefore, the monies charged the insured for taxes and assessments under the Kentucky Workers' Compensation Law, pursuant to KRS 342.122 and 342.445 as now or hereafter amended, are not included as premium under the policy.

As a result, the company acts as a tax collector with respect to taxes and assessments and is required under the Workers' Compensation Law to collect and remit the taxes and assessments to the Kentucky Commissioner of Revenue.

Effective July 1, 2013, a tax and assessment rate of .0628% is applicable to new and renewal policies.

The tax and assessment amount due is 1,228.00.

LOUISIANA DUTY TO DEFEND ENDORSEMENT

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

The duty to defend provision of the policy is replaced by this provision.

Part Two—Employer's Liability**D. We Will Defend**

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

Our duty to defend ends when the limit of liability has been exhausted by the payment of a judgement or settlement.

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

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

Endorsement Effective July 1, 2013

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 17 03 03

(Ed. 12-00)

LOUISIANA RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy and any policy listed in the Schedule. The rating plan period is the one-year period beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
 - Premium discount
 - Expense constant
 - Premium resulting from the nonratable element codes
 - Premium developed by the passenger seat surcharge under Classification Code 7421
 - Premium developed by the occupational disease rates for employers subject to the Federal Mine Safety and Health Act
 - Premium developed by the catastrophe provisions as outlined in our manuals

2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium.

The basic premium factor includes:

- General administration costs of the carrier
- Cost of loss control services
- Insurance charge

The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium.

The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

Note: The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals:

- Resulting from the nonratable element codes
- Developed by the passenger seat surcharge under Classification Code 7421
- Developed by the occupational disease rates for employers subject to the Federal Mine Safety and Health Act
- Developed by the catastrophe provisions as outlined in our manuals

4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and nonfederal classifications. The tax multipliers are shown in the Schedule.

B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.
3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.
3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More Than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation of a Policy Under a Retrospective Rating Plan

1. If the policy to which this endorsement is attached is cancelled, the effective date of the cancellation will become the end of the rating plan period of all insurance subject to this endorsement.
2. If other policies listed in the Schedule of this endorsement are cancelled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
3. If we cancel for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days, and will include all of the applicable retrospective rating plan factors shown in the Schedule.
4. If you cancel, the standard premium for the rating plan period will be calculated either pro rata or more than pro rata based on the time that the policy was in force, unless our manuals provide otherwise. If the standard premium for the cancelled policy is calculated more than pro rata, the standard premium will be increased by our short-rate cancellation procedure that has been filed with and approved by the commissioner.
 - a. The cancelled premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.
 - b. The cancelled premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.
 - c. The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.

Schedule

1. Other policies subject to this Retrospective Rating Plan Premium Endorsement None

2. Loss Limitation: \$ 600,000

3. Loss Conversion Factor Claims

Minimum Retrospective Rating Plan Premium Factor .50

Maximum Retrospective Rating Plan Premium Factor 2.00

4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, shown below, the basic premium factor will be recalculated.

	50%	100%	150%
Estimated Standard Premium:	<u>\$118,441</u>	<u>\$236,882</u>	<u>\$355,323</u>
Basic Premium Factor:	<u>0.174</u>	<u>0.174</u>	<u>0.174</u>

5. The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd
Louisiana			1.037		1.166	1.085	1.049

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 July 1, 2013
Insured POCH STAFFING, INC. DBA
TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 17 05 01 A
(Ed. 11-11)

LOUISIANA AMENDATORY ENDORSEMENT

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

PART FIVE—PREMIUM

Section E., Final Premium of Part Five (Premium) of the policy is replaced by the following:

E. Final Premium

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

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

1. If we cancel, final premium will be calculated pro rata based on the time that this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be calculated using one of the following methods as listed in the Schedule of this endorsement:
 - a. Pro rata based on the time that this policy was in force. Final premium will not be less than the pro rata share of the minimum premium, or
 - b. More than pro rata; it will be based on the time that this policy was in force, and increased by our short-rate cancellation procedure that has been filed with and approved by the commissioner. Final premium will not be less than the minimum premium.

PART SIX—CONDITIONS

The Cancellation Condition of the policy is replaced by this Condition:

D. Cancellation

1. If coverage has not been in effect for sixty days and the policy is not a renewal, cancellation shall be effected by mailing or delivering a written notice to the first-named insured at the mailing address shown on the policy at least sixty days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium shall be mailed or delivered at least ten days prior to the effective date of cancellation. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, no insurer shall cancel a policy unless the cancellation is based on at least one of the following reasons:
 - a. Nonpayment of premium.
 - b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
 - c. Activities or omissions on the part of the named insured which change or increase any hazard insured against, including a failure to comply with loss control recommendations.
 - d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision.
 - e. Determination by the commissioner of insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state or any other state.
 - f. Violation or breach by the insured of any policy terms or conditions.
 - g. Such other reasons that are approved by the commissioner of insurance.

2. a. A notice of cancellation of insurance coverage by an insurer shall be in writing and shall be mailed or delivered to the first-named insured at the mailing address as shown on the policy. Notices of cancellation based on conditions 1.b. through 1.g. above shall be mailed or delivered at least thirty days prior to the effective date of the cancellation; notices of cancellations based upon condition 1.a. above shall be mailed or delivered at least ten days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation.
b. The insurer shall provide the first-named insured with a written statement setting forth the reason for the cancellation where the insured requests such a statement in writing and the named insured agrees in writing to hold the insurer harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement.
3. Nothing in this endorsement shall require an insurer to provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance agency or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the insured.
4. An insurer may decide not to renew a policy if it delivers or mails to the first-named insured at the address shown on the policy written notice it will not renew the policy. Such notice of nonrenewal shall be mailed or delivered at least sixty days before the expiration date. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage shall remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.
5. Notice of nonrenewal shall not be required if the insurer or a company within the same insurance group has offered to issue a renewal policy, or where the named insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If an insurer provides the notice described in paragraph 4 above and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. An insurer shall mail or deliver to the named insured at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days prior to the expiration date of the policy. If the insurer fails to provide such thirty-day notice, the coverage provided to the named insured at the expiring policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
8. Paragraph 7 shall not apply to the following:
 - a. Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
 - b. Changes based upon the altered nature or extent of the risk insured.
 - c. Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
 - d. Changes requested by the insured.
9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, shall be sufficient proof of notice.

2. a. A notice of cancellation of insurance coverage by an insurer shall be in writing and shall be mailed or delivered to the first-named insured at the mailing address as shown on the policy. Notices of cancellation based on conditions 1.b. through 1.g. above shall be mailed or delivered at least thirty days prior to the effective date of the cancellation; notices of cancellations based upon condition 1.a. above shall be mailed or delivered at least ten days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation.
b. The insurer shall provide the first-named insured with a written statement setting forth the reason for the cancellation where the insured requests such a statement in writing and the named insured agrees in writing to hold the insurer harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement.
3. Nothing in this endorsement shall require an insurer to provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance agency or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the insured.
4. An insurer may decide not to renew a policy if it delivers or mails to the first-named insured at the address shown on the policy written notice it will not renew the policy. Such notice of nonrenewal shall be mailed or delivered at least sixty days before the expiration date. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage shall remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.
5. Notice of nonrenewal shall not be required if the insurer or a company within the same insurance group has offered to issue a renewal policy, or where the named insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If an insurer provides the notice described in paragraph 4 above and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. An insurer shall mail or deliver to the named insured at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days prior to the expiration date of the policy. If the insurer fails to provide such thirty-day notice, the coverage provided to the named insured at the expiring policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
8. Paragraph 7 shall not apply to the following:
 - a. Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
 - b. Changes based upon the altered nature or extent of the risk insured.
 - c. Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
 - d. Changes requested by the insured.
9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, shall be sufficient proof of notice.

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

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 17 06 02 A

LOUISIANA COST CONTAINMENT ACT ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium (if any) \$Included

Authorized Representative

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

You may be eligible for a two (2) percent reduction in your premium if you attend a cost containment meeting conducted by the Occupational, Safety and Health Administration (OSHA) Section of the Office of Workers Compensation Administration. In order for you to receive the reduction, you must submit to us a certificate of attendance from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date you attended the cost containment meeting.

You may also be eligible for an additional five (5) percent reduction in your premium if you have attended a cost containment meeting and have subsequently satisfactorily implemented an occupational safety and health program prescribed by the OSHA Section. In order for you to receive the reduction, you must submit to us a Certificate of Satisfactory Implementation of Occupational, Safety and Health Program from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date of your certification.

MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT

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

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

D. Cancellation and Nonrenewal

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel or nonrenew this policy as follows:
 - a. If the policy is cancelled for nonpayment of premium, we will file with the Office of the Maryland Workers Compensation Commission's designee, and serve you by certificate of mailing, not less than ten (10) days advance written notice stating when the cancellation will take effect.
 - b. If the policy is cancelled for reasons other than nonpayment of premium or if the policy is nonrenewed, we will file with the Office of the Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service upon you, not less than thirty (30) days advance written notice stating when the cancellation or nonrenewal will take effect.
3. The effective dates of the cancellation or nonrenewal are determined as follows:
 - a. Except for cancellation for non-payment of premium, the policy period will end on the day and hour stated in the cancellation or nonrenewal notice, or 30 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
 - b. For cancellation for non-payment of premium, the policy period will end on the day and hour stated in the cancellation notice, or 10 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.

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 July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 19 06 01 E
(Ed. 1-09)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 20 03 01

MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

This endorsement applies only to the insurance provided by Part Two (Employers' Liability Insurance) because Massachusetts is listed in item 3.A of the Information Page.

Our liability to you under Section 25 of Chapter 152 of the General Laws of Massachusetts is not subject to the limit of liability that applies to Part Two (Employers' Liability Insurance).

MASSACHUSETTS—ASSESSMENT CHARGE

Massachusetts General Laws, Chapter 152, Section 65, as amended by Chapter 572 of the Acts of 1985, establishes a workers compensation special fund and a workers compensation trust fund.

On behalf of the Department of Industrial Accidents (DIA), the insurance company providing workers compensation coverage is required to bill and collect an assessment charge covering the special and trust funds from insured employers and remit the amounts collected to the State Treasury.

The assessment charge, which is determined by applying a rate (subject to annual change) to the DIA's standard premium, as defined and outlined in 452 CMR 7.00, developed under your policy, is shown as a separate item on the information page of the policy. The rate may be different for private employers and for the Commonwealth and its political subdivisions.

The income derived from the assessment charge will be used to fund the operating expenses of the DIA and to fund certain employee benefits as described in Chapter 152.

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 July 1, 2013 Policy No. RWR943531802 Endorsement No.
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

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

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact your agent or us.

You may obtain pertinent rating information by submitting a written request to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this endorsement or to us at our company address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your classification, rates, premiums or audit results were determined. If we fail to grant or reject your request within thirty days after it is made or if you are not satisfied by the results of our review, you may submit a written request for review to the Workers' Compensation Rating and Inspection Bureau of Massachusetts ("WCRIBMA") at the address shown in this endorsement. If the WCRIBMA fails to grant or reject your request within thirty days after it is made or [i]f you are not satisfied with the results of the WCRIBMA review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Reserves or Settlements

You may request a loss run, which contains reserve and settlement information for claims that relate to the premium for this policy. Such a request must be in writing and should be sent to our address shown on this endorsement. We will provide you with that information within thirty (30) days of receipt of your request, and at reasonable intervals thereafter.

If you have any questions or believe that we set unreasonable reserves or made unreasonable settlements that affected your premiums or losses, you may make a written request through your agent or directly to us for a meeting with our company representative. If you are not satisfied with the results of the meeting, you may make a written appeal to the Insurance Commissioner at the address shown on the endorsement.

3. Named Insured

You are responsible for immediately reporting all changes in name or legal status to us in writing at the company address shown in this Endorsement.

If you want to add a named insured or replace the named insured with another legal entity on any policy issued through the Massachusetts Assigned Risk Pool you must submit a new Assigned Risk Pool Application, including a Confidential Request for Information Form (ERM), to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this Endorsement.

4. Insured's Mailing Address

Notices relating to this Policy will be mailed or delivered to your mailing address. Your mailing address is that which is shown in Item 1 of the Information Page or in a change of address Endorsement to the Policy. You are responsible for notifying us in writing at the company address shown in this Endorsement about any change to your mailing address.

Addresses

The Workers' Compensation Rating and
Inspection Bureau of Massachusetts
Attention: Customer Service Department
101 Arch Street, 5th Floor
Boston, MA 02210
www.wcribma.org

Company Address
XL Specialty Insurance Company
505 Eagleview Boulevard, Suite 100
Exton, PA 19341-0636

Commissioner of Insurance
Division of Insurance
Department of Banking and Insurance
1000 Washington St 8th Floor
Boston, MA 02118-2218

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC.

DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company

XL Specialty Insurance Company

Countersigned by _____

MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT

Section D of Part Five of the Policy is replaced by this provision:

**PART FIVE
PREMIUM**

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

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The audit and retrospective premiums shall be paid by the due date indicated on the billing statement.**

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 July 1, 2013 Policy No. RWR943531802 Endorsement No.
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES
Premium \$ Included

Insurance Company XL Specialty Insurance Company Countersigned by _____

MASSACHUSETTS CANCELLATION ENDORSEMENT

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

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

Cancellation

1. You may cancel this policy by mailing or delivering to us advance written notice requesting cancellation. Such cancellation shall not be effective until ten days after written notice is given by us to The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
2. We may cancel this policy only if based on one or more of the following reasons: (i) nonpayment of premium; (ii) fraud or material misrepresentation affecting your policy; or (iii) a substantial increase in the hazard insured against. Such cancellation shall not be effective until ten days after written notice is given by us to you and The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
3. We will mail or deliver the notice of cancellation to you at your last address, which shall be the mailing address shown in Item 1 of the Information Page or the change of mailing address shown in an Endorsement to the Policy. Pursuant to M.G.L. Chapter 175, Section 187C, a written notice of cancellation shall be deemed effective when mailed by us if we obtain a certificate of mailing receipt from the United States Postal Service showing your name and address as stated in the policy.
4. Any of these provisions that conflict with the law that controls the cancellation of this insurance policy is changed by this statement to comply with the law.

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

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT

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

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Payroll Audits

You may request a payroll audit once each calendar year. Your request must be in writing, sent to our address shown in this endorsement. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request if you provide us with all information we need to perform the audit.

3. Reserves or Redemption

You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this endorsement. We will provide you with that information within thirty (30) days of receipt of your request.

If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this endorsement. If you are not satisfied with the results of the meeting, you may appeal to the Insurance Commissioner at the address shown in this endorsement.

Addresses

Commissioner of Insurance
Michigan Insurance Bureau
P.O. Box 30220
Lansing, MI 48909

505 Eagleview Boulevard Suite 100
Department: Regulatory
Exton, PA 19341-0636

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 July 1, 2013
Insured POCH STAFFING, INC.
DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MICHIGAN LAW ENDORSEMENT

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

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

1. We are "the insurer issuing this policy"
2. You are "the insured employer"
3. "Michigan workmen's compensation act" means the Workers' Disability Compensation Act of 1969"
4. "Workmen's compensation" means workers compensation"
5. "The bureau of workmen's compensation" means the Bureau of Workers' Disability Compensation"

"Notwithstanding any language elsewhere contained in this contract or policy of insurance, the accident fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

Compensation

- a. That it will pay to the persons that may become entitled thereto all workmen's compensation for which the insured employer may become liable under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Medical Services

- b. That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed, which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan workmen's compensation act, and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Rehabilitation Services

- c. That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Funeral Expenses

- d. That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan workmen's compensation act;

Scope of Contract

- e. That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

Obligations Assumed

- f. That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan workmen's compensation act, as far as the payment of compensation, death benefits, medical, surgical, hospital care or medicine and rehabilitation services is concerned;

Termination Notice

- g. That it will file with the bureau of workmen's compensation at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancelation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancelation is received by the bureau of workmen's compensation;

Conflicting Provisions

- h. That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MINNESOTA AMENDATORY ENDORSEMENT

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

PART TWO – EMPLOYERS LIABILITY INSURANCE**E. We Will Also Pay** is amended to read:

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

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Your share of pre- or postjudgement interest assuming that the principal amount of that judgement is within the applicable policy limits under this insurance; and
5. Expenses we incur.

H. Recovery From Others is amended to read:

Our ability to exercise your rights to recover our payment from anyone liable for injury covered by this insurance does not apply if that other person is insured for the same loss by us. This limitation applies only if the loss was caused by the nonintentional acts of the person against whom subrogation is sought.

PART FIVE – PREMIUM**G. Audit** is amended to read:

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, except as it pertains to Part Two—Employer's Liability Insurance which shall be one year. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

DEFINITIONS

As used in this policy, "rate service organization" shall mean the Minnesota Workers' Compensation Insurers Association, Inc.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MINNESOTA CANCELLATION AND NONRENEWAL ENDORSEMENT

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

Cancellation of a New Policy

If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving you notice at least 60 days before the effective date of Cancellation.

Cancellation of Other Policies

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel for **one or more** of the following reasons:

1. Nonpayment of premium;
2. Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
3. An act or omission by you that substantially increases or changes the risk insured;
4. Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
5. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
6. Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise you that you have 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;
7. A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
8. Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to your obtaining or continuing this policy. This item shall not apply to persons who are retired at 62 years of age or older or who are disabled according to Social Security standards.

If we cancel your policy for any of the reasons listed in (2) through (8), we will give notice at least 60 days before the effective date of cancellation.

Notice of Cancellation

Any notice of cancellation under this endorsement shall be in writing and shall be sent by first class mail or delivered to you and any agent, to the last mailing addresses known to us. A cancellation notice for nonpayment of premium must be sent at least 30 days before the actual date of cancellation and shall state the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation in the notice. A cancellation notice for some other reason shall state the specific reason for cancellation and shall state the effective date of cancellation. The policy will end on that date.

Refunds Due You

If this policy is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

(Ed. 8-06)

Nonrenewal of Your Policy

Any notice of nonrenewal shall be in writing and shall be sent by first class mail, or delivered to you and any agent, to the last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this nonrenewal notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Requested or agreed not to renew this policy.

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

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 July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy 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 \$1,000 excluded from your experience 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. 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 should ever exceed \$500 in the aggregate, and/or the employee misses 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 modification calculation.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA

Premium \$ Included

TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 24 04 06 C

(Ed. 8-05)

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.

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 July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION NOTIFICATION ENDORSEMENT

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

Missouri Property and Casualty Insurance Guaranty Association Coverage Limits:

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitation applies subject to all other provisions of the Act:
 - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

However, the association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MISSOURI AMENDATORY ENDORSEMENT

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

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

G. Audit

You will let us examine and audit all your records that relate to this policy during regular business hours during and after the policy period ends. 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 we have under this provision.

Audits shall be completed, billed, and premiums returned within 120 days of policy expiration or cancelation. This standard of 120 days shall not be applicable if:

1. A delay is caused by your failure to respond to reasonable audit requests provided that the requests are timely and adequately documented; or
2. A delay is by the mutual agreement of you and us provided that the agreement is adequately documented.

If you or we have any objection to the results of any audit, you or we shall have up to three years from the date of expiration or cancelation of this policy in which to send a written notice demanding a reconsideration of the audit. The written notice shall be based upon sufficiently clear and specific facts as to why the audit should be reconsidered.

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 July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MONTANA INTENTIONAL INJURY EXCLUSION ENDORSEMENT

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

Exclusion 5. of Section C. Exclusions of Part Two (Employers Liability Insurance) of the policy is replaced by the following exclusion:

C. Exclusions

This insurance does not cover:

5. Bodily injury caused by your intentional, malicious or deliberate act, whether or not the act was intended to cause injury to the employee injured, or whether or not you had actual knowledge that an injury was certain to occur.

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 July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MONTANA NON-COOPERATION WITH PREMIUM AUDIT SURCHARGE ENDORSEMENT

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

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

We may apply a surcharge, as shown in the Schedule below, if you do not let us examine and audit all of your records that relate to this policy.

Schedule

Surcharge If Any

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 July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

MONTANA CANCELATION AND NONRENEWAL ENDORSEMENT

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

The **Cancelation** Condition of the policy is replaced by this Condition:

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 and to the Workers Compensation Division not less than 20 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.
3. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
 - a. A nonpayment of premium;
 - b. A material misrepresentation;
 - c. A substantial change in the risk we assumed under the policy unless it was reasonable for us to foresee the change or contemplate the risk when we issued the policy;
 - d. A substantial breach of the duties, conditions or warranties under the policy;
 - e. The Commissioner has determined that continuation of the policy would place us in violation of the laws of Montana;
 - f. We are financially impaired; or
 - g. Any other reason that is approved by the Commissioner.
4. Our notice of cancelation will state our reasons for canceling.

Nonrenewal

1. We may elect not to renew. We will mail or deliver to you and your agent not less than 45 days advance written notice stating our intention not to renew this policy. Mailing notice to you at your last known address will be sufficient to prove notice.
2. We do not have to renew the policy if you are insured elsewhere, accept replacement insurance or request or agree to nonrenewal or if the policy is expressly designated as being nonrenewable.
3. Our notice of nonrenewal will state our reasons for not renewing.

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

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 25 06 01 A
(Ed. 10-03)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 25 06 02

MONTANA SAFETY ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium (if any) \$ Included

Authorized Representative

This endorsement applies only to the insurance provided by the Policy because insurance is provided to you in Montana.

You must establish and administer an education-based safety program for all employees including temporary workers. The program shall consist of a safety training program which includes new employee general safety orientation, job- or task-specific safety training, and continuous refresher safety training encompassing periodic safety meetings. The education-based safety program will also include periodic hazard assessments, with corrective actions identified, and appropriate documentation of performance of the activities.

If you have more than five employees, then you must have a comprehensive and effective safety program which has a safety committee, established procedures for reporting and investigating all work-related incidents, accidents, injuries, and illnesses, and established procedures that assign specific safety responsibilities and safety performance accountability.

We must provide safety consultation services to you which include consideration of the hazard, experience,

and the size of your operations. We will notify you of the type of safety consultation services available and the location where the safety consultation services may be requested. If we furnish or fail to furnish safety consultation services related to, in connection with, or incidental to providing workers' compensation, we are not responsible for damages from any injury, loss or death occurring as a result of any act or omission by us, our employees or our service contractors in the course of providing safety consultation services to you.

However, we may be responsible for any safety consultation services required to be performed under the provisions of a written service contract for which a specific charge is made and not incidental to a policy of insurance; for damages caused by our actions or omission to act in which it was judicially determined that the act or omission constituted a crime or involved actual malice; or if the injury, loss or death occurred during the actual performance of safety consultation services and was directly and proximately caused by us.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 26 06 01 C (Ed. 7-96)

NEBRASKA CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Authorized Representative

1. You may cancel this policy within the policy period by giving notice to us, fixing the date on which the cancelation is to be effective.
2. The notice, from you, is to be sent by certified mail.
3. We are required by Nebraska Law to give notice of your intent to cancel a policy to the Nebraska Workers' Compensation Court.
4. The cancelation shall not be effective until ten (10) days after we give notice to the Nebraska Workers' Compensation Court that the policy is being canceled. However, if you have secured insurance with another insurer, the cancelation will be effective as of the effective date of such other notice of coverage.
5. We may cancel or nonrenew this policy within the policy period by giving notice to you and to the Nebraska Workers' Compensation Court, fixing the date on which the cancelation or nonrenewal is to be effective.
6. The notice from us will contain a brief statement of the reasons for cancelation or nonrenewal and will be sent to you by certified mail.
7. The nonrenewal shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court.
8. The cancelation shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court, except the cancelation shall be effective ten (10) days after the giving of the notice if the cancelation is based on:
 - a. nonpayment of premiums;
 - b. failure of the insured to reimburse deductible losses as required under the policy; or
 - c. failure of the insured, if covered pursuant to the Assigned Risk Plan, to comply with workplace safety laws found in Nebraska statutes.
9. All notices shall be provided in writing and shall be deemed given upon mailing by certified mail, except that we may give notice to the Nebraska Workers' Compensation Court by approved electronic means. Notice provided to the Nebraska Workers' Compensation Court by approved electronic means shall be deemed given upon receipt.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 28 06 01

NEW HAMPSHIRE SOLE REPRESENTATIVE ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

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

Condition E., "Sole Representative," of the policy is replaced by the following:

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

NEW HAMPSHIRE AMENDATORY ENDORSEMENT

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

For New Hampshire coverage, the Cancelation condition of the policy is amended and replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us.
2. We may cancel this policy. We will file a written termination notice with the Commissioner of the Department of Labor and will send a copy to you.
3. In case of nonpayment of premium, the cancelation will take effect 30 days after the termination notice is filed.
4. In case of cancelation for reasons other than nonpayment of premium, cancelation will take effect 45 days after the notice of termination is filed.
5. If you have obtained coverage from another insurance carrier or have qualified as a self-insurer, cancelation is effective on the date you obtained the coverage or qualified as a self-insurer.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

NOTICE

The Information Page of your Workers' Compensation and Employers' Liability Insurance Policy contains line items for (1) a Second Injury Fund Surcharge and (2) an Uninsured Employers' Fund Surcharge. Each surcharge amount represents a percentage of your total estimated standard premium and will be subject to adjustment when the final audited standard premium is determined. Explanations of these surcharges are provided below.

SECOND INJURY FUND

The New Jersey Workers' Compensation Law established the Second Injury Fund to provide benefits to workers who become permanently and totally disabled as a result of work-related injury or occupational disease when that worker had been previously partially disabled. The Law also requires that the Fund provide annual adjustments to certain persons permanently and totally disabled and to certain dependents of deceased workers.

Through 1988, the Second Injury Fund was financed by an annual assessment upon insurance carriers. Such assessment was included in your standard premium via the manual premium rate(s) shown in your policy Information Page.

Effective January 1, 1989 an amendment to the Law requires that the present financing be replaced by a direct surcharge shown as a separate "Second Injury Fund Surcharge" line on your policy Information Page. It will no longer be included in the manual premium rate. This new system will discourage other states from imposing retaliatory taxes on New Jersey based insurance companies and ultimately aid cost containment efforts.

UNINSURED EMPLOYERS' FUND

The New Jersey Workers' Compensation Law requires every employer to provide workers' compensation coverage through purchase of a workers' compensation and employers' liability insurance policy. Failure to provide such coverage results in a fine and/or criminal action by the Department of Labor as well as continued liability by benefit payments to an injured worker.

The Uninsured Employers Fund was established by Law to provide benefits to an injured worker when the employer has failed to comply with the insurance provisions of the Law and is unable to provide the required benefits. Through 1988 total financing of the Fund was derived from fines imposed upon uninsured employers.

Effective January 1, 1989 an amendment to the Law, requires that the present financing be supplemented by a direct surcharge shown as a separate "Uninsured Employers Fund Surcharge" line on your policy Information Page. This method will assure the delivery of benefits to injured workers and the surcharge will cease whenever the year end balance of the Fund exceeds \$500,000.

NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

With respect to Exclusion C5, this insurance does not cover any and all intentional wrongs within the exception allowed by N.J.S.A. 34:15-8 including but not limited to, bodily injury caused or aggravated by an intentional wrong committed by you or your employees, or bodily injury resulting from an act or omission by you or your employees, which is substantially certain to result in injury.

With respect to Exclusion C7, we will defend any claim, proceeding or suit for damages where bodily injury is alleged. We have the right to investigate and settle. We will not defend or continue to defend after the applicable limits of insurance have been paid. Such policy limits include any legal costs assessed against you on behalf of your employee(s).

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to an infant under the age of 18 years in a proceeding made pursuant to Article 2 as provided in N.J.S.A. 34:15-10.

This insurance does not provide for the payment of any common law negligence damages or other damages when the provisions of Article 2 of the New Jersey Workers Compensation Law have been rejected by you and your employee(s) as provided in N.J.S.A. 34:15-9.

With respect to paragraph F., the "Other Insurance" provision is replaced with the following:

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.

This insurance, however, is excess over any other applicable insurance with respect to claims for bodily injury arising out of employer practices, policies, acts or omissions enumerated in C-7 above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned By_____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 30 06 01 (Ed. 1-90)

NEW MEXICO CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

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

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

Cancellation

You may cancel this policy by returning it to us or by giving us a written notice and stating at what future time coverage is to cease.

We may cancel this policy, or one or more of its parts, by giving you a written notice. If the premium has not been paid when due, we may cancel at any time by giving the required notice at least 10 days before the cancellation is effective.

If the policy has been in effect less than 60 days and is not a renewal policy, we may cancel by giving the required notice at least 10 days before the cancellation is effective.

If the policy has been in effect for 60 days or more or is a renewal, we may cancel only for one or more of the following reasons:

- a. The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;
- b. Willful and negligent acts or omissions by the insured have substantially increased the hazards

insured against;

- c. You presented a claim based on fraud or material misrepresentation; or
- d. There has been a substantial change in the risk assumed by us since the policy was issued.

We will give the required Notice of Cancellation stating the reason(s) for cancellation at least 30 days before the cancellation is effective. The notice will state the time that the cancellation is to take effect. The notice will be sent to your mailing address last known to us.

Your return premium, if any, will be calculated as follows:

- a. If we cancel, we will return all unearned premiums.
- b. If you cancel, the refund will be calculated according to our rules.

Your return premium will be refunded to you with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

Nonrenewal

If we decide not to renew this policy, we must give you written notice of our intention not less than 30 days prior to the expiration of the policy.

This nonrenewal section does not apply to any policy of insurance issued to an insured who has its principal place of business outside this state.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 31 03 08 (Ed. 4-84)

NEW YORK LIMIT OF LIABILITY ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

This endorsement applies only to the insurance provided by Part Two (Employers' Liability Insurance) because New York is shown in item 3.A of the Information Page.

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

**NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
EXPLANATORY ENDORSEMENT**

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

The declarations section of this policy will show a credit of 0.00% if you are not eligible for this credit, or if you are eligible for this credit and have not yet applied for a credit. Credits are earned for average wages in excess of \$15.50 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5057	5193	5429	5506	5645	6018	6252	7601	9553
3365	5059	5213	5443	5507	5648	6045	6260	7855	
3724	5069	5221	5445	5508	5651	6204	6306	8227	
3726	5102	5222	5462	5536	5701	6216	6319	9526	
3737	5160	5223	5473	5538	5703	6217	6325	9527	
5000	5183	5348	5474	5545	5709	6229	6400	9534	
5022	5184	5402	5479	5547	6003	6233	6701	9539	
5037	5188	5403	5480	5606	6005	6235	7536	9545	
5040	5190	5428	5491	5610	6017	6251	7538	9549	

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing) for the third quarter, as reported to taxing authorities, for the year preceding the policy date. Total payroll is to continue to be reported for employees engaged in the construction of one or two-family residential housing. For example:

Policy Inception Date	Third Quarter Payroll
4/1/09 thru 3/31/10	2008
4/1/10 thru 3/31/11	2009
4/1/11 thru 3/31/12	2010
4/1/12 thru 3/31/13	2011
4/1/13 thru 3/31/14	2012
4/1/14 thru 3/31/15	2013

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately nine months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York Compensation Insurance Rating Board.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Field Services Department, New York Compensation Insurance Rating Board, 733 Third Avenue, New York, New York 10017.

Applications must be received by the Rating Board six (6) months prior to the policy renewal effective date. The Rating Board will accept and process an application if it is received between the policy effective and expiration date, however, it must be accompanied by a letter stating the reason for the delay. Under no circumstances will an application be accepted for any policy if it is received after the expiration date of the policy. For short-term policies the application must be received prior to the expiration date of the short-term policy. If it is received after the policy expiration, no credit will be calculated.

The New York Workers Compensation and Employers Liability Insurance Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 31 03 19 F

(Ed. 02-11)

**NEW YORK FOREIGN VOLUNTARY COMPENSATION AND
EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013 (Date) at 12:01 A.M., standard time, forms a part of

Policy No. RWR943531802 Endorsement No. _____ Premium \$ Included

of the XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

This endorsement adds Foreign Voluntary Compensation Insurance to the policy.

Section 1. Employees Covered

- A. This coverage applies only to employees you hire within the limits of the United States of America while they are traveling or temporarily residing outside the United States of America, its territories or possessions or Canada for a period no longer than ninety days.
- B. This insurance does not apply to any employees you hire outside the limits of the United States of America.
- C. This insurance does not apply to any employees who are employed to work at locations within the following country or countries:

All locations, except any country or other location that currently has in place a Travel Warning issued by the United States Department of State.

Section 2. How This Insurance Applies

This insurance applies only to bodily injury by accident or to bodily injury by disease. Bodily injury includes resulting death. Bodily injury includes any endemic disease. Endemic diseases are those which are peculiar to a locality or region.

- A. An employee included in the group of employees described in Item 1. of the Schedule of this endorsement must sustain the bodily injury.
- B. The bodily injury must arise out of and occur in the course of employment necessary or incidental to work in a state, country or subdivision of a country listed in Item 1. of the Schedule of this endorsement.

- C. Bodily injury by accident must be during the policy period.
- D. The conditions of your workplace must cause or aggravate the bodily injury by disease. The employee's last day of last exposure to those conditions causing or aggravating such bodily injury must occur during the policy period.

Section 3. Exclusions

This insurance does not cover:

- A. Bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No current or subsequent endorsement to this policy will override or waive this limitation.
- B. Compensation or benefits imposed by any nonoccupational, disability benefits law, plan or any similar law or plan; and
- C. Bodily injury you intentionally cause or aggravate.

Section 4. Voluntary Workers Compensation

This endorsement amends Section A. of Part One of the policy by adding the following coverage:

On your behalf, we will voluntarily pay an amount equal to the benefits you would be required to pay if you and the employees described in Item 1. of the Schedule were subject to the workers compensation law designated in Item 1. of the Schedule of this endorsement.

We will pay those amounts to the persons who would be entitled to them under the law. If this is not possible, we will reimburse you for amounts you are required to pay.

The following provisions apply to this insurance:

- A. In no event will our liability under this section exceed the amount we or you would have been obligated to pay if the employment and injury had been subject to the workers compensation law designated in Item 1. of the Schedule of this endorsement. The only exception to this is as provided for in Section 6—Reparation Expense.
- B. We have the option of requesting you to pay sums due directly to persons entitled to them on our behalf. We will reimburse you for these payments when you provide us with satisfactory proof of payment.
- C. Before we are required to make any payment or reimburse you, the persons entitled or paid must:
 - (1) Release you and us in writing from all responsibility for the bodily injury or death;
 - (2) Transfer to us their right to recover from others who may be responsible for the injury or death to the extent of our payment or reimbursement; and
 - (3) Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If a person entitled to payment under this section refuses to accept voluntary payments offered, we may, at our discretion, withdraw the offer to pay compensation benefits. If this happens, we will notify you and the employee that we will no longer be bound by the provisions of this section.

- D. Under this or any other policy we have issued to you, it is possible that the provisions of a workers compensation law, plan or any similar law or plan may hold you or us legally liable to any injury where payments have been made or would otherwise be made under Section 4. of this endorsement. If this happens, we agree that we will make no further payments under Section 4. if Section 5. of this endorsement applies.

Section 5. Legal Liability Under Workers Compensation Law

- A. If benefits are payable under a workers compensation or occupational disease law of any state, country or subdivision of a country other than the United States of America, its territories or possessions or Canada, we will reimburse you up to, but not in excess of, the cost of benefits that have been payable under the workers compensation law of the state designated in Item 1. of the Schedule of this endorsement.
- B. We will not be liable for any loss for which you had other valid and collectible insurance.
- C. We assume no obligation to defend any suit or proceeding against you outside of the United States of America, its territories or possessions or Canada.
- D. The coverage Section 5. affords does not cover fines or penalties imposed on you for failure to comply with the requirements of any workers compensation or occupational disease law of any state, county or subdivision of a country.

Section 6. Repatriation Expense

This section only applies to coverage provided for in Sections 4. and 6. of this endorsement.

Medical expenses include additional expenses of repatriation to the United States of America incurred as a result of bodily injury to employees. In the event an employee is injured, our liability is limited to the amount by which these expenses exceed the normal cost of returning the employee. In the event of an employee's death, our liability is limited to the amount by which the expenses of returning the body exceed the normal cost of returning an employee who is alive and in good health.

Our liability will never exceed the amount indicated in Item 2. of the Schedule of this endorsement for one covered employee or accident.

The policy does not afford coverage for repatriation expenses unless a specific limit of liability for each covered employee and accident appears in Item 2. of the Schedule of this endorsement.

Section 7. Employers Liability

The following agreement replaces Section B of Part Two—Employers Liability of the policy with respect to the coverage this endorsement provides:

- A. We Will Pay

We will pay, on your behalf, all sums that you become legally obligated to pay as damages because of bodily injury by accident or disease, including resulting death, sustained in any state or country or subdivision of a country other than the United States of America, its territories or possessions or Canada by any of your employees arising out of and in the course of employment by you.

The following provisions apply to Section 7. of this endorsement:

- A. We will reimburse you for all reasonable expenses you incur, including attorneys' fees in defending any suit against you alleging injury and seeking damages on account of any insurance this section of this endorsement affords. We assume no obligation to defend any suit or any proceeding brought against you outside the United States of America, its territories or possessions or Canada.
- B. The limit of our liability under Part Two will be in accordance with the following provisions:

The words "damages because of bodily injury by accident or disease, including resulting in death" in Part Two include damages for care and loss of services. These words also include damages for which you are liable because of suits or claims other bring against you to recover the damages obtained from such others because of bodily injury your employees sustain arising out of and in the course of their employment.

The limit of liability in Item 3. of the Schedule of this endorsement that applies to bodily injury by accident is the total limit of our liability for all damages because of bodily injury by accident including resulting death that one or more employees sustains.

The limit of liability in Item 3. of the Schedule of this endorsement that applies to bodily injury by disease is the total limit of our liability for all damages because of bodily injury by disease including resulting death that one or more employees sustains in any one state, country or subdivision of a country outside the United States of America, its territories or possessions or Canada listed in Item 1. of the Schedule of this endorsement.

The limits of liability designated in this endorsement supersede and are not cumulative with any limit(s) of liability elsewhere in the policy. The inclusion of more than one insured does not increase the limits of our liability.

Section 8. Premium

In addition to the provisions of Part V—Premium of the policy, the following provisions will apply to this endorsement:

- A. We will compute the premium for this coverage in accordance with Part Five of the policy, upon all remuneration paid to employees while traveling or temporarily residing outside the United States of America, its territories or possessions or Canada for a period of no longer than 90 days.
- B. We will determine the premium for this coverage on the basis of the workers compensation rules, classifications and rates in accordance with the manuals we use for the state workers compensation law designated in Item 1. of the Schedule of this endorsement.
- C. You must maintain payroll records for any employees covered by the provisions of this endorsement.

Section 9. Other Insurance

The following provision replaces Section E of Part One and Section F of Part Two of the policy with respect to the coverage this endorsement provides:

The insurance for a loss covered by this endorsement will be excess insurance over and above any other insurance except with respect to insurance provided under Section 5. The limits of liability for this insurance will be reduced by an amount equal to the limits of liability other insurance affords.

Schedule

1. Name(s) of Employees	State or Country of Operations	Designated Workers Compensation Law
Employees not subject to the workers compensation law	All locations, except any country or other location that currently has in place a Travel Warning issued by the United States Department of State.	New York
2. Limits of Liability for Repatriation Expense		
\$ 15,000 Each employee		
\$ 50,000 Each accident		
3. Limits of Liability for Part Two—Employers Liability		
\$ 1,000,000 Bodily Injury by accident each accident		
\$ 1,000,000 Bodily Injury by disease each employee		
\$ 1,000,000 Bodily Injury by disease policy limit		

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 July 1, 2013

Policy No RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM
STAFFING SOLUTIONS AND SUBSIDIARIES

Premium: Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

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

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

D. Cancellation

1. You may cancel this policy.

If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.

(a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.

(b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:

- (1) Nonpayment of premium in accordance with the policy terms.
- (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.
- (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.
- (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.
- (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.
- (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
- (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
- (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.
- (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.

(10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

(c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We must provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is required to be given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person's interest.

(d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.

3. We may refuse to renew this policy.
 - (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
 - (b) If this policy is for a term of more than one year or for an indefinite term, we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
 - (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
 - (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.
4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.
5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.
6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph.

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 July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

- A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.
- B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. **Exclusions** is changed by adding these exclusions.

C. Exclusions

This insurance does not cover:

- 5. bodily injury intentionally caused or aggravated by you, or bodily injury resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;
- 14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with that law.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium \$338.00

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 34 03 01 C

(Ed. 3-10)

OKLAHOMA EMPLOYERS LIABILITY INTENTIONAL TORT EXCLUSION ENDORSEMENT

Part Two—Employers Liability Insurance, C—Exclusions, 5. is replaced by the following:

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you, or bodily injury that you knew or should have known was substantially certain to occur from an act caused, committed, or aggravated by you;

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

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

Endorsement Effective July 1, 2013

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

OKLAHOMA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT

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

The **Cancellation** Condition in Part Six (Conditions) of the policy is amended by adding the following provision:

5. If this policy has been in effect for more than 45 business days or is a renewal policy, we may cancel only for one of the following reasons with at least ten (10) days notice to the insured:
 - a. Nonpayment of premium;
 - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
 - c. Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
 - d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - f. A determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state;
 - g. Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - h. Loss of or substantial changes in applicable reinsurance.

Part 6 (Conditions) of the policy is amended by adding the following provisions:

F. Nonrenewal

If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to you at least 45 days before:

- a. The expiration date of this policy; or
- b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

Any notice of nonrenewal will be mailed or delivered to you at the last mailing address known to us.

If notice is mailed:

- a. It will be considered to have been given to you on the day it is mailed.
- b. Proof of mailing will be sufficient proof of notice.

If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

We will not provide notice of nonrenewal if:

- a. We, or another company within the same insurance group, have offered to issue a renewal policy; or
- b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

(Ed. 7-06)

G. Notice of Premium or Coverage Changes Upon Renewal

If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to you, at the last mailing address known to us.

Any such notice will be mailed or delivered to you at least 45 days before:

- a. The expiration date of this policy; or
- b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

If notice is mailed:

- a. It will be considered to have been given to you on the day it is mailed.
- b. Proof of mailing will be sufficient proof of notice.

If you accept the renewal, the premium increase or deductible, limits or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of:

- a. 45 days after notice is given; or
- b. The effective date of replacement coverage obtained by you.

If you then elect not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

We will not provide notice of the following:

- a. Changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
- b. Changes based upon the altered nature or extent of the risk insured; or
- c. Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 35 06 03

OKLAHOMA FRAUD WARNING ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

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

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

OREGON PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

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

**PART FIVE
PREMIUM**

D. Premium is amended to read:

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

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

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

Endorsement Effective July 1, 2013 Policy No. RWR943531802 Endorsement No.
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company XL Specialty Insurance Company Countersigned by _____

OREGON CANCELLATION ENDORSEMENT

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

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

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us, stating when the cancellation is to take effect. If you provide for other insurance or self-insurance, your cancellation of coverage will take effect upon the effective date of that insurance.
2. We may cancel this policy. We will mail to you advance written notice stating when the cancellation is to take effect.
If we cancel based on our decision not to offer insurance to all employers within your premium category, we will mail the notice of cancellation at least 90 days before the cancellation is to take effect.
If we cancel for other reasons, we will mail the notice of cancellation at least 45 days before the cancellation is to take effect.
If we cancel for nonpayment, we will mail notice of cancellation at least 10 days before the cancellation is to take effect.
3. Mailing notice to you at your last known mailing address will be sufficient to prove notice.
4. The policy period will end at 12 midnight on the day stated in the cancellation notice.
5. When coverage is placed with another carrier as of the policy expiration date, a rejected renewal policy shall be withdrawn without charge, provided notice of nonrenewal is mailed and postmarked on or before the expiration date and is received from the insured by the insurer no later than 10 calendar days after said expiration date.

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: July 1, 2013

Policy No.: RWR943531802

Endorsement No.

Insured: POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company XL Specialty Insurance Company

Countersigned by _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 37 06 01

SPECIAL PENNSYLVANIA ENDORSEMENT—INSPECTION OF MANUALS

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

The manuals of rules, rating plans and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 37 06 02

PENNSYLVANIA NOTICE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013
(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Authorized Representative

An Insurance Company, its agents, employees or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for,

issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice or gross negligence.

PENNSYLVANIA ACT 86-1986 ENDORSEMENT**NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM**

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

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
 - a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. you fail to pay all premiums when due; or
 - c. you obtain other insurance as a replacement of the policy.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is canceled and there is unearned premium due you:
 - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancelation.
 - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancelation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1.a. and 1.b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 37 06 03 A
(Ed. 8-95)

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that "...the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation Supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry."

EMPLOYER ASSESSMENT FORMULA:

Employer	=	Act of 1997 Employer	X	Employer Assessment
Assessment		Assessment Factor		Premium Base

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

CODE 0938

EMPLOYER ASSESSMENT FACTOR	<hr/>
.0262	<hr/>

EMPLOYER ASSESSMENT	<hr/>
\$2,177.00	<hr/>

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 July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

RHODE ISLAND SHORT RATE CANCELLATION ENDORSEMENT

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

The cancellation condition in the Standard Policy WC 00 00 00 A—Part Five Premium, E. Final Premium, states that if this policy is cancelled by you, the final premium will be more than pro rata but not less than the policy minimum premium.

The final premium will be calculated as follows based on the Short-Rate Cancellation Table attached to this endorsement:

If . . .	Then . . .
This policy is cancelled by you, except when retiring from this business	<p>Unless a different method has been filed by the carrier and approved by the appropriate regulatory authority, the premium for the cancelled policy must be calculated by using either the short-rate percentage or short-rate factor as follows, based on the Short Rate Cancellation Table located in Appendix B:</p> <p>Steps based on short-rate percentage:</p> <ol style="list-style-type: none"> 1. Determine the payroll developed during the period the policy was in effect. 2. Determine the full policy payroll by using the following formula: $\frac{\text{number of days for which the policy was written}}{\text{number of days the policy was in effect}} \times \text{actual payroll}$ <ol style="list-style-type: none"> 3. Apply authorized rates to such payroll. 4. Calculate the extended number of days by using the following formula. If the policy was written for a one-year period, the extended number of days is the number of days the policy was in effect: $\frac{\text{number of days the policy was in effect}}{\text{number of days for which the policy was written}} \times 365$ <ol style="list-style-type: none"> 5. Based on the extended number of days, apply the short-rate percentage shown in the Short Rate Cancellation Table located in the Appendix to the full policy premium calculated in step 3. This result is the short-rate manual premium. 6. If applicable: <ul style="list-style-type: none"> • Apply any pricing programs • Apply any experience rating modification • Apply any premium discount based on the final earned total standard premium • Add the short-rate portion of the expense constant but not less than \$15 • Apply catastrophe provisions based on the earned manual premium

	<p>7. The total earned premium for the short-rate cancelled policy must not be less than the annual minimum premium applicable to the policy.</p> <p>Steps based on the short-rate factor:</p> <ol style="list-style-type: none">1. Determine the payroll developed during the period that the policy was in effect.2. Apply authorized rates to such payroll.3. Based on the number of days that the policy was in effect, determine the applicable short-rate factor shown in the Short Rate Cancellation Table located in Appendix B.4. Apply the short-rate factor to the premium calculated on the basis of the earned premium for the period that the policy was in effect in step 2. This result is the short-rate manual premium.5. If applicable:<ul style="list-style-type: none">• Apply any pricing programs• Apply any experience rating modification• Apply any premium discount based on the final earned total standard premium• Add the short-rate portion of the expense constant but not less than \$15• Apply catastrophe provisions based on the earned manual premium6. The total earned premium for the short-rate cancelled policy must not be less than the annual minimum premium applicable to the policy.
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SHORT RATE CANCELLATION TABLE

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
1	5%	18.2482	46	23%	1.8250	91	35%	1.4038
2	6	10.9489	47	23	1.7861	92	36	1.4283
3	7	8.5158	48	24	1.8250	93	36	1.4129
4	7	6.3869	49	24	1.7877	94	36	1.3979
5	8	5.8394	50	24	1.7520	95	37	1.4216
6	8	4.8662	51	24	1.7176	96	37	1.4068
7	9	4.6924	52	25	1.7548	97	37	1.3923
8	9	4.1058	53	25	1.7216	98	37	1.3781
9	10	4.0552	54	25	1.6899	99	38	1.4010
10	10	3.6496	55	26	1.7255	100	38	1.3870
11	11	3.6496	56	26	1.6947	101	38	1.3733
12	11	3.3455	57	26	1.6650	102	38	1.3598
13	12	3.3689	58	26	1.6362	103	39	1.3820
14	12	3.1283	59	27	1.6704	104	39	1.3688
15	13	3.1630	60	27	1.6425	105	39	1.3557
16	13	2.9653	61	27	1.6156	106	40	1.3774
17	14	3.0056	62	27	1.5895	107	40	1.3645
18	14	2.8386	63	28	1.6222	108	40	1.3519
19	15	2.8818	64	28	1.5969	109	40	1.3395
20	15	2.7377	65	28	1.5723	110	41	1.3605
21	16	2.7812	66	29	1.6038	111	41	1.3482
22	16	2.6547	67	29	1.5799	112	41	1.3362
23	17	2.6980	68	29	1.5566	113	41	1.3243
24	17	2.5856	69	29	1.5341	114	42	1.3447
25	17	2.4821	70	30	1.5643	115	42	1.3330
26	18	2.5270	71	30	1.5423	116	42	1.3215
27	18	2.4334	72	30	1.5208	117	43	1.3414
28	18	2.3465	73	30	1.5000	118	43	1.3301
29	18	2.2656	74	31	1.5291	119	43	1.3189
30	19	2.3117	75	31	1.5087	120	43	1.3079
31	19	2.2371	76	31	1.4888	121	44	1.3273
32	19	2.1672	77	32	1.5169	122	44	1.3164
33	20	2.2121	78	32	1.4974	123	44	1.3057
34	20	2.1471	79	32	1.4785	124	44	1.2951
35	20	2.0857	80	32	1.4600	125	45	1.3140
36	20	2.0278	81	33	1.4870	126	45	1.3036
37	21	2.0716	82	33	1.4689	127	45	1.2933
38	21	2.0171	83	33	1.4512	128	46	1.3117
39	21	1.9654	84	34	1.4774	129	46	1.3016
40	21	1.9162	85	34	1.4600	130	46	1.2916
41	22	1.9585	86	34	1.4430	131	46	1.2817
42	22	1.9119	87	34	1.4264	132	47	1.2996
43	22	1.8674	88	35	1.4517	133	47	1.2899
44	23	1.9079	89	35	1.4354	134	47	1.2802
45	23	1.8655	90	35	1.4194	135	47	1.2708

SHORT RATE CANCELLATION TABLE (cont'd)

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
136	48%	1.2882	181	60%	1.2099	226	70%	1.1305
137	48	1.2788	182	60	1.2033	227	70	1.1255
138	48	1.2696	183	61	1.2167	228	70	1.1206
139	49	1.2867	184	61	1.2101	229	71	1.1317
140	49	1.2775	185	61	1.2035	230	71	1.1267
141	49	1.2684	186	61	1.1970	231	71	1.1219
142	49	1.2595	187	61	1.1906	232	71	1.1170
143	50	1.2762	188	62	1.2037	233	72	1.1279
144	50	1.2674	189	62	1.1974	234	72	1.1231
145	50	1.2586	190	62	1.1910	235	72	1.1183
146	50	1.2500	191	62	1.1848	236	72	1.1136
147	51	1.2663	192	63	1.1977	237	72	1.1089
148	51	1.2578	193	63	1.1914	238	73	1.1195
149	51	1.2493	194	63	1.1853	239	73	1.1149
150	52	1.2653	195	63	1.1792	240	73	1.1102
151	52	1.2569	196	63	1.1732	241	73	1.1056
152	52	1.2487	197	64	1.1858	242	74	1.1161
153	52	1.2405	198	64	1.1798	243	74	1.1115
154	53	1.2562	199	64	1.1739	244	74	1.1070
155	53	1.2481	200	64	1.1680	245	74	1.1025
156	53	1.2401	201	65	1.1804	246	74	1.0980
157	54	1.2554	202	65	1.1745	247	75	1.1083
158	54	1.2475	203	65	1.1687	248	75	1.1038
159	54	1.2396	204	65	1.1630	249	75	1.0994
160	54	1.2319	205	65	1.1573	250	75	1.0950
161	55	1.2469	206	66	1.1694	251	76	1.1052
162	55	1.2392	207	66	1.1638	252	76	1.1008
163	55	1.2316	208	66	1.1582	253	76	1.0964
164	55	1.2241	209	66	1.1526	254	76	1.0921
165	56	1.2388	210	67	1.1645	255	76	1.0878
166	56	1.2313	211	67	1.1590	256	77	1.0979
167	56	1.2240	212	67	1.1535	257	77	1.0936
168	57	1.2384	213	67	1.1481	258	77	1.0893
169	57	1.2311	214	67	1.1428	259	77	1.0851
170	57	1.2238	215	68	1.1544	260	77	1.0810
171	57	1.2167	216	68	1.1491	261	78	1.0908
172	58	1.2308	217	68	1.1438	262	78	1.0866
173	58	1.2237	218	68	1.1385	263	78	1.0825
174	58	1.2167	219	69	1.1500	264	78	1.0784
175	58	1.2097	220	69	1.1448	265	79	1.0881
176	59	1.2236	221	69	1.1396	266	79	1.0840
177	59	1.2167	222	69	1.1345	267	79	1.0800
178	59	1.2098	223	69	1.1294	268	79	1.0759
179	60	1.2235	224	70	1.1406	269	79	1.0719
180	60	1.2167	225	70	1.1356	270	80	1.0815

SHORT RATE CANCELLATION TABLE (cont'd)

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
271	80%	1.0775	316	90%	1.0396	361	100%	1.0111
272	80	1.0735	317	90	1.0363	362	100	1.0083
273	80	1.0696	318	90	1.0330	363	100	1.0055
274	81	1.0790	319	90	1.0298	364	100	1.0027
275	81	1.0751	320	91	1.0380	365	100	1.0000
276	81	1.0712	321	91	1.0347			
277	81	1.0673	322	91	1.0315			
278	81	1.0635	323	91	1.0283			
279	82	1.0728	324	92	1.0364			
280	82	1.0689	325	92	1.0332			
281	82	1.0651	326	92	1.0301			
282	82	1.0614	327	92	1.0269			
283	83	1.0705	328	92	1.0238			
284	83	1.0667	329	93	1.0318			
285	83	1.0630	330	93	1.0286			
286	83	1.0593	331	93	1.0255			
287	83	1.0556	332	93	1.0224			
288	84	1.0646	333	94	1.0303			
289	84	1.0609	334	94	1.0272			
290	84	1.0572	335	94	1.0242			
291	84	1.0536	336	94	1.0211			
292	85	1.0625	337	94	1.0181			
293	85	1.0589	338	95	1.0259			
294	85	1.0553	339	95	1.0229			
295	85	1.0517	340	95	1.0198			
296	85	1.0481	341	95	1.0169			
297	86	1.0569	342	95	1.0139			
298	86	1.0534	343	96	1.0216			
299	86	1.0498	344	96	1.0186			
300	86	1.0463	345	96	1.0156			
301	86	1.0429	346	96	1.0127			
302	87	1.0515	347	97	1.0203			
303	87	1.0480	348	97	1.0174			
304	87	1.0446	349	97	1.0145			
305	87	1.0411	350	97	1.0116			
306	88	1.0497	351	97	1.0087			
307	88	1.0462	352	98	1.0162			
308	88	1.0429	353	98	1.0133			
309	88	1.0395	354	98	1.0105			
310	88	1.0361	355	98	1.0076			
311	89	1.0445	356	99	1.0150			
312	89	1.0412	357	99	1.0122			
313	89	1.0379	358	99	1.0094			
314	89	1.0346	359	99	1.0065			
315	90	1.0429	360	99	1.0038			

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 38 04 01 A
(Ed.01-10)

RHODE ISLAND DIRECT LIABILITY STATUTE ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Rhode Island is shown in Item 3.A. of the Information Page.

1. Your employee, or the persons entitled to sue you for damages in the event of the death of the employee, may add us as a defendant in a suit against you to recover damages because of bodily injury or death to your employee.
2. We are directly liable to pay to your injured employee, or to the persons entitled to sue you for damages in the event of the death of your employee, the damages for which you are liable.

This endorsement is subject to all provisions of Part Two (Employers Liability Insurance) that do not conflict with the direct liability statute (Section 28.36.11) of the Rhode Island Workers' Compensation Law.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 38 06 01

(Ed. 4-84)

SOUTH DAKOTA DIRECT ACTION STATUTE ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because South Dakota is shown in Item 3.A. of the Information Page.

1. Your injured employee, or the persons entitled to sue you for damages in the event of the death of the employee, may add us as a defendant in a suit against you to recover damages because of bodily injury or death to your employee.
2. We are directly liable to pay to your injured employee, or to the persons entitled to sue you for damages in the event of the death of the employee, the damages for which you are liable.

This endorsement is subject to all provisions of Part Two (Employers Liability Insurance) that do not conflict with the direct action statute (Section 58-20-12) of the South Dakota Workers' Compensation Law.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 40 06 01 A

(Ed. 07-11)

SOUTH DAKOTA CANCELLATION AND NONRENEWAL ENDORSEMENT

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

The **Cancellation** Condition in Part Six (Conditions) of the policy is replaced by this Condition:

Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy.
 - a. We must file a notice of intention in the office of the State Department of Labor or other officer in charge of the administration of the workers compensation law at least 10 days prior to cancellation due to nonpayment of premiums. Any policy cancelled for reasons other than nonpayment of premium requires at least 20 days notification before the effective cancellation date. This notice of intention must state the date of cancellation.
 - b. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation due to nonpayment of premiums is to take effect. Any policy cancelled for reasons other than nonpayment of premium requires at least 20 days written notification before the effective cancellation date.
 - c. Mailing that notice to you at your last known place of residence will be sufficient to prove notice.
 - d. If the employer is a partnership, the notice may be given to any one of the partners.
 - e. If the employer is a corporation, the notice may be given to any agent or officer of the corporation upon whom legal process may be served.
3. After sixty days from the effective date of policy issuance, a notice of cancellation may not be issued unless it is based upon at least one of the following reasons:
 - a. Nonpayment of premium
 - b. Discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy
 - c. Discovery of acts or omissions on the part of the named insured that increase any hazard insured against
 - d. The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued
 - e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof that substantially increases any hazard insured against
 - f. A determination by the director of the Division of Insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state
 - g. Violation or breach by the insured of any policy terms or conditions
 - h. Such other reasons as are approved by the director of the Division of Insurance
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

(Ed. 4-06)

Nonrenewal

1. We may elect not to renew. We will mail or deliver to you and your agent not less than 60 days advance written notice stating our intention not to renew this policy. Mailing notice to you at your last known address will be sufficient to prove notice.
2. A notice of nonrenewal is not required if the policyholder is transferred to an insurer that is a member of the same insurance group as the previous insurer and notice of such transfer is given in the form adopted by rule by the Division of Insurance.
3. The policy provisions control if the policy provides for a notice of refusal to renew that exceeds 60 days.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium \$ Included

XL Specialty Insurance Company
Insurance Company

Countersigned by _____

WC 40 06 05 B

(Ed. 4-06)

TEXAS AMENDATORY ENDORSEMENT

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

GENERAL SECTION**B. Who Is Insured** is amended to read:

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

D. State is amended to read:

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

PART ONE—WORKERS COMPENSATION INSURANCE**E. Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. Payments You Must Make

This Section is amended by deleting the words "workers compensation" from number 4.

H. Statutory Provisions

This Section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO—EMPLOYERS LIABILITY INSURANCE**C. Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada.
This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. We Will Defend

This Section is amended by deleting the last sentence.

PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. **Our Manuals** is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. **Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. **Final Premium**

Number 2 is amended to read:

2. If you 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.

PART SIX—CONDITIONS

A. **Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. **Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

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

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancelation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Workers' Compensation Commission.
3. Notice of cancelation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancelation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancelation or nonrenewal becomes effective if we cancel or do not renew because of:
 - a. Fraud in obtaining coverage;
 - b. Misrepresentation of the amount of payroll for purposes of premium calculation;
 - c. Failure to pay a premium when payment was due;
 - d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
 - e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Workers' Compensation Commission that it is insuring you as an employer, such notice shall be a cancelation of this policy effective when the other policy starts.

PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. Claims Notification

We are required to notify you of any claim that is filed against your policy. Thereafter we shall notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Workers' Compensation Commission. You may, in writing, elect to waive this notification requirement.

We shall, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX # (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

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

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

Endorsement Effective July 1, 2013
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SÓLUTIONS AND SUBSIDIARIES

Policy No. RWR943531802

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule**1. () Specific Waiver**

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations**3. Premium:**

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA

Premium \$ Included

TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

TEXAS HEALTH CARE NETWORK ENDORSEMENT

This endorsement indicates that you have elected under this policy to provide workers' compensation health care services to your injured employees through a certified workers' compensation health care network that we have either established or contracted with, as provided in Chapter 1305 of the Texas Insurance Code and in Title 28, Chapter 10 of the Texas Administrative Code.

We will provide you with information concerning the use of our certified workers' compensation health care network(s) in our service area(s) and your rights and responsibilities as a participant in our network program. This includes information describing the service area(s) applicable to you and your injured employees as required in Rule VI K. of the Texas Basic Manual of Rules, Classifications and Experience Rating Plan for Workers' Compensation and Employers' Liability Insurance. In accordance with Chapter 1305 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code, we will also provide you with information that is required to be given to your employees, including an employee's notice of network requirements and an employee acknowledgement form.

Your premium may have been reduced because you have agreed to participate in our certified workers' compensation health care network. The amount of the premium reduction is shown on the Information Page of this policy. The reduction is estimated at the policy inception and adjusted at final audit of the policy. The reduction may be pro-rated if you elect to participate in a certified workers' compensation health care network during the policy year or if you terminate your participation in our certified workers' compensation health care network before the policy expires. The premium reduction you received may be forfeited if we determine that you have failed to provide the notice of network requirements and employee acknowledgement form to your employees in accordance with Chapter 1305.005(d) and 1305.451 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code.

Minimum premium policies are not eligible for this premium reduction.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

TEXAS RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the state of Texas as listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy and any policy listed in the Schedule. The rating plan period is the one-year period beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and one elective element.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on Texas manuals:

- Premium discount
- Expense constant
- Premium resulting from the nonratable element codes
- Premium developed by the passenger seat surcharge under Classification Code 7421
- Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
- Premium developed by terrorism as outlined in Texas manuals

2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:

- General administration costs of the carrier
- Cost of loss control services
- Insurance charges

The basic premium factor does not cover premium taxes or claim adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

Note: The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from Texas manuals:

- Resulting from the nonratable element codes
- Developed by the passenger seat surcharge under Classification Code 7421
- Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
- Developed by terrorism as outlined in Texas manuals

4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective element. The percentage is called the tax multiplier. It varies by state and by federal and nonfederal classifications. The tax multipliers are shown in the Schedule.

B. Retrospective Rating Plan Premium Elective Elements

Another element is included in determining retrospective rating plan premium if you elected to include it. It is the excess loss premium for the loss limitation. It is explained here.

- The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.
- The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.
- Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium elective element if you chose it. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.
3. If this endorsement applies to more than one policy, the standard premium will be the sum of the standard premiums for each policy.

D. Calculation of Retrospective Rating Plan Premium

1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.
3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More Than One State

If any of the policies provide insurance in a state not listed in the Table of States, under the appropriate endorsement for that state, and if you begin work in that state during the retrospective rating plan period, the appropriate endorsement will apply to that insurance—if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective element you chose, will be determined by manuals for that state and added to the Schedule by endorsement.

F. Cancellation of a Policy Under a Retrospective Rating Plan

1. If the policy to which this endorsement is attached is cancelled, the effective date of the cancellation will become the end of the rating plan period of all insurance subject to this endorsement.

2. If other policies listed in the Schedule of this endorsement are cancelled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
3. If we cancel for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days, and will include all of the applicable retrospective rating plan factors shown in the Schedule.
4. If you cancel, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days, and will include all of the applicable retrospective rating plan factors shown in the Schedule.

Schedule

1. Other policies subject to this Retrospective Rating Plan Premium Endorsement None

2. Loss Limitation: \$ 600,000

3. Loss Conversion Factor Claims

Minimum Retrospective Rating Plan Premium Factor .50

Maximum Retrospective Rating Plan Premium Factor 2.00

4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, shown below, the basic premium factor will be recalculated.

	50%	100%	150%
Estimated Standard Premium:	<u>\$ 175,012</u>	<u>\$ 350,024</u>	<u>\$ 525,036</u>
Basic Premium Factor:	<u>0.174</u>	<u>0.174</u>	<u>0.174</u>

5. The tax multipliers and excess loss premium factors for Texas are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier	
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)
Texas			1.037	

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA
TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 42 05 03 A
(Ed. 06-11)

TEXAS TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

Definitions

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

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

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

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

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

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amounts shown in Item 4 of the Information Page or in the Schedule in the Texas Terrorism Premium Endorsement, (WC 99 04 22), attached to this policy.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company

XL Specialty Insurance Company

Countersigned by _____

TEXAS TERRORISM PREMIUM ENDORSEMENT

This endorsement is notification 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.

For purposes of this endorsement, an "act of terrorism" is defined as:

- a. Any act that is violent or dangerous to human life, property or infrastructure; and
- b. 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.

The premium charge for the coverage your policy provides for workers compensation losses caused by an act of terrorism is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

<u>State</u>	<u>Rate per \$100 of payroll</u>
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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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Where required by written agreement signed prior to loss.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC.

DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 43 03 05

(Ed. 7-00)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 43 06 01

UTAH WORKPLACE SAFETY PROGRAM ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Authorized Representative

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

This endorsement is to inform you that you may be required to establish a workplace safety program and of the premium increase which will occur for failure or refusal to establish such a program.

You may be required to establish such a program if:

1. You have an experience modification factor of 1.00 or higher as determined by NCCI; or
2. You have a three year loss ratio of 100% or higher.

If you are required to implement a workplace safety program, the program must include a written accident and injury reduction plan and must be reviewed annually.

Your premiums may be increased by 5% over any existing rates and premium modifications for failure or refusal to establish a workplace safety program. If an increase has been made to your premium for failure or refusal to establish a workplace safety program, the amount of the increase is listed in the schedule below.

SCHEDULE

UTAH CANCELLATION ENDORSEMENT

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

Cancellation Section (D) of Part Six – Conditions is replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. If this policy has been previously renewed or has been in effect for at least 60 days, the provisions of this paragraph 2 apply. We may cancel this policy for one of the following reasons:
 - a. You fail to pay all premiums when due;
 - b. A material misrepresentation;
 - c. A substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract;
 - d. Substantial breaches of contractual duties, conditions or warranties.

We will mail or deliver to you not less than 30-days advance written notice stating when the cancellation is to take effect, except in the event you fail to pay your premiums when due, in which case we will mail or deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect. Should we cancel for non-payment of premiums, we must state this as the reason for the cancellation on our notice of cancellation. Should we cancel for any of the other reasons above, we must either state the facts on which our decision is based or notify you of your right to make a written request for that information. Mailing a cancellation notice via first class mail to you at your mailing address last known to us will be sufficient to prove notice.

3. If this policy has not previously been renewed and has been in effect less than 60 days, we may cancel the policy for any reason and without a statement of reasons. We will deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect.
4. The policy period will end on the day and hour stated in the cancellation notice.

B. Renewal/Nonrenewal

1. You have the right to have the insurance renewed unless:
 - a. The policy has been cancelled;
 - b. The policy is expressly designated as nonrenewable;
 - c. You fail to pay the renewal premium by the due date. We will mail the renewal notice to you not more than 45 days nor less than 14 days prior to the renewal effective date. The renewal notice will include the estimated renewal premium, how it may be paid, and state that failure to pay the renewal premium by the due date extinguishes your right to the renewal; or
 - d. We give you 30-days notice of nonrenewal prior to the expiration or the anniversary date. We must deliver or send the notice by first class mail to your last known mailing address.
2. If we offer to renew the policy but on less favorable terms or at higher rates, the new terms or rates will take effect on the renewal date if we delivered or sent by first class mail to you notice of the new terms or rates at least 30 days prior of the expiration date of the prior policy. The prior notice requirement does not apply if the only change is a rate increase generally applicable to your class of business, a rate increase resulting from a classification change, or a policy form change made to make the form consistent with Utah law.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$Included

Insurance Company XL Specialty Insurance Company

Countersigned by _____

VERMONT LAW ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Vermont is shown in Item 3.A. of the Information Page.

1. We may not limit our liability to pay damages if a judgment for damages is entered against you and we continue the suit or other action without your consent.
2. No action will lie against us to recover for a loss under this insurance unless it is brought within one year after the amount of loss is made certain either by agreement between the parties with our consent or by actual trial and final judgment. If you are bankrupt or insolvent, anyone who obtains such a judgment or agreement has a right of action against us to recover under the policy to the extent that insurance is provided for the damages or loss.
3. If you pay a judicial judgment or claim for any of our liability under this insurance, that will not bar you from an action or right of action against us.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 44 06 01

(Ed. 4-84)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 44 06 02 A (Ed. 9-91)

VERMONT CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2013 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. RWR943531802

Endorsement No.

of the

XL Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Authorized Representative

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

The Cancelation Condition of the policy is replaced by these conditions:

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 must mail by certified mail or certificate of mailing to you and to the Commissioner of Labor and Industry, not less than 45 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your mailing address last known to us will be sufficient to prove notice.
3. 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 must mail by certified mail or certificate of mailing to you and to the Commissioner of Labor and Industry 45 days advance written notice stating when the nonrenewal is to take effect. If we do not give 45 days notice the policy will automatically be extended for 45 days from the date notice is received by the Commissioner.
2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. We offer to continue the insurance by delivery of a renewal contract to you, or
 - b. You notify us that you do not wish the policy renewed, or
 - c. You obtain other insurance, a guarantee contract or establish and maintain, to the satisfaction of the Commissioner of Labor and Industry, security for compensation.

VIRGINIA AMENDATORY ENDORSEMENT

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

For Virginia insurance, Part Six D. (Conditions—Cancelation) is replaced by:

1. Yours truly, may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancelation, including the date of and reasons for the cancelation, to the Workers Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancelation. We will provide the Workers Compensation Commission with immediate notice of such cancelation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
3. In the event of cancelation by you or us, you must provide 30 days written notice of the cancelation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy, we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 45 06 02

(Ed. 7-93)

WEST VIRGINIA CANCELLATION ENDORSEMENT

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

Part Six, D (Conditions—Cancellation) is replaced by:

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us by stating when the cancellation is to take effect.
2. We may cancel this policy at any time by providing you thirty (30) days advance written notice.
3. Not notwithstanding #2 above, if you fail to pay any premium due or refuse to comply with a premium audit under this policy, we may cancel the policy by providing you ten (10) days advance written notice.
4. We may also choose not to renew this policy by providing sixty (60) days advance written notice.
5. Our mailing of the Notice of Cancellation or Non-Renewal to your mailing address as listed in Item 1 of the information page will be sufficient notice of our intent to cancel. We will also provide notice of the cancellation or non-renewal of the policy to the West Virginia Insurance Commissioner at least ten (10) days prior to the effective date of the termination, within ten (10) days of receipt of your request for cancellation, as applicable.

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

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

Endorsement Effective July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 47 06 01
(Ed. 7-08)

WISCONSIN CONTRACTORS PREMIUM ADJUSTMENT PROGRAM ENDORSEMENT

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

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WISCONSIN LAW ENDORSEMENT

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

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

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

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA

Premium \$ Included

TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

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

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

A. Cancellation

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

B. Nonrenewal

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED KNOWLEDGE AND NOTICE OF ACCIDENT OR INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

The first sentence of the section titled – **Your Duties If Injury Occurs** is amended to read as follows:

You shall tell us or any of our authorized representatives or agents as soon as practicable after an accident or injury becomes known to you. It is agreed that knowledge of an accident or injury by your agent, servant or employee shall not in itself constitute knowledge by you unless you or any partner or any executive officer or any other officer or person responsible for insurance matters for you shall have received such notice from the agent, servant or employee.

All other terms and conditions remain the same.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 06 03 B
Ed. 1/08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL FAILURE TO DISCLOSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Your unintentional failure to disclose all hazards existing as of the inception date of this policy shall not prejudice your coverage afforded by this policy.

All other terms and conditions remain the same.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 06 04 B

Ed. 1/08

SCHEDULE OF THE NAME OF INSURED

Item 1 of the Information Page is amended to include:

INSURED NAME	FEIN NUMBER	ADDRESS
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS BIRMINGHAM, AL 36101
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS BIRMINGHAM, AL 36101
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS BIRMINGHAM, AL 36101
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS BIRMINGHAM, AL 36101
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS LITTLE ROCK, AR 72201
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS LITTLE ROCK, AR 72201
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS LITTLE ROCK, AR 72201
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS LITTLE ROCK, AR 72201
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS LITTLE ROCK, AZ 72201
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS LITTLE ROCK, AZ 72201
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS LITTLE ROCK, AZ 72201
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS LITTLE ROCK, AZ 72201
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	8560 VINEYARD AVENUE, SUITE 505 RANCHO CUCAMONGO, CA 91730
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS DENVER, CO 80203
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS DENVER, CO 80203

MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS DENVER, CO 80203
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS DENVER, CO 80203
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS TALLAHASSEE, FL 32303
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS TALLAHASSEE, FL 32303
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS TALLAHASSEE, FL 32303
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS TALLAHASSEE, FL 32303
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	370 CENTER POINTE CIRCLE SUITE 1184 ALTA MONTE SPRINGS, FL 32701
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	376 AHERN STREET ATLANTIC BEACH, FL 32233
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1451 WEST CYPRESS CREEK ROAD, SUITE 338 FT. LAUDERDALE, FL 33309
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2602 EAST 7TH AVENUE, SUITE A TAMPA, FL 33605
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	6815 ATLANTIC BOULEVARD JACKSONVILLE, FL 32211
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS ATLANTA, GA 30303
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS ATLANTA, GA 30303
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS ATLANTA, GA 30303
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS ATLANTA, GA 30303
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	3455 N. DESERT DRIVE, BUILDING 3, SUITE 209 EAST POINTE, GA 30344
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS DES MOINES, IA 50309

CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	3390 UTICA RIDGE ROAD BETTENDORF, IA 52722
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	3390 UTICA RIDGE ROAD BETTENDORF, IA 52722
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS DES MOINES, IA 50309
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS SPRINGFIELD, IL 62701
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS SPRINGFIELD, IL 62701
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS SPRINGFIELD, IL 62701
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS SPRINGFIELD, IL 62701
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	330 S. MAIN STREET, SUITE 1B MORTON, IL 61550
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	24012 W. MAIN STREET, SUITE 104 PLAINFIELD, IL 60544
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	304 N. GILBERT STREET DANVILLE, IL 61832
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	327 N. MAIN STREET PARIS, IL 61944
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	800 N. LYNCH ROAD DANVILLE, IL 61833
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	400 N. MAIN STREET HENNING, IL 62701
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	ONE CREATIVE WAY ROSSVILLE, IL 60963
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	400 QUADRANGLE, UNIT C BOLINGBROOK, IL 60440
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1665 N MAIN STREET MORTON, IL 60440
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS INDIANAPOLIS, IN 46204
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS INDIANAPOLIS, IN 46204
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS INDIANAPOLIS, IN 46204

POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS INDIANAPOLIS, IN 46204
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1000 W. BARKER AVENUE MICHIGAN CITY, IN 46360
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	20 NW 4TH STREET, SUITE 1B EVANSVILLE, IN 47708
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1401 S. WOODLAND AVENUE, SUITE 3 MICHIGAN CITY, IN 46360
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	8604 ALLISONVILLE ROAD, SUITE 370 INDIANAPOLIS, IN 46250
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	125 N WEINBACH, SUITE 720 EVANSVILLE, IN 47711
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS TOPEKA, KS 66603
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS TOPEKA, KS 66603
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS TOPEKA, KS 66603
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS TOPEKA, KS 66603
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS FRANKFORT, KY 40601
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS FRANKFORT, KY 40601
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS FRANKFORT, KY 40601
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS FRANKFORT, KY 40601
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS BATON ROUGE, LA 70802
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS BATON ROUGE, LA 70802
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS BATON ROUGE, LA 70802
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS BATON ROUGE, LA 70802
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2929 TULANE AVENUE NEW ORLEANS, LA 70119

POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2931 HIGHWAY 90 EAST BROUSSARD, LA 70518
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1300 W. THOMAS STREET HAMMOND, LA 70401
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2424 EDENBORN AVENUE, SUITE 510 METAIRIE, LA 70001
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	905 SAM AVENUE HARAHAN, LA 70123
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	9818 J. DOOLEY ROAD DELCAMBRE, LA 70528
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	961 S. MORRISON BOULEVARD HAMMOND, LA 70401
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS BOSTON, MA 2201
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS BOSTON, MA 2201
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS BOSTON, MA 2201
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS BOSTON, MA 2201
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	241 BOSTON POST ROAD WEST MARLBOROUGH, MA 1752
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS ANNAPOLIS, MD 21401
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS ANNAPOLIS, MD 21401
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS ANNAPOLIS, MD 21401
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS ANNAPOLIS, MD 21401
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	5555 GULL ROAD KALAMAZOO, MI 49048
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	2055 CROOKS ROAD ROCHESTER HILLS, MI 48309
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS LANSING, MI 49048
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	2055 CROOKS ROAD ROCHESTER HILLS, MI 48309

POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	5555 GULL ROAD KALAMAZOO, MI 49048
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1011 BROADWAY, SUITE 2 NILES, MI 49120
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	10524 EAST GRAND RIVER AVENUE, SUITE 106 BRIGHTON, MI 48116
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	109 N. SECOND AVENUE SUITE 103 ALPENA, MI 49707
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	14330 NORTHLAND DRIVE BIG RAPIDS, MI 49307
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1478 E. ELLIS ROAD, SUITE 201 MUSKEGAN, MI 49444
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	17150 148TH STREET SPRING LAKE, MI 49456
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2055 CROOKS ROAD ROCHESTER HILLS, MI 48309
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	215 STATE STREET MIDLAND, MI 48640
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2222 S. LINDEN ROAD FLINT, MI 48532
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2268 REUM ROAD NILES, MI 48933
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2323 GULL ROAD, SUITE A KALAMAZOO, MI 49048
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	24777 DENSO DRIVE SOUTHFIELD, MI 48033
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	26865 US-12 STURGIS, MI 49091
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2775 W. DICKMAN ROAD BATTLE CREEK, MI 49037
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	3140 JOHN CONLEY DRIVE LAPEER, MI 48446
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	325 S. MAIN STREET, SUITE 101A ADRIAN, MI 49221
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	4055 W. DICKMAN ROAD BATTLE CREEK, MI 49037
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	407 W. CHICAGO STREET COLDWATER, MI 49036
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	5226 STATE STREET SAGINAW, MI 48603
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	5375 HAMPTON PLACE SAGINAW, MI 48604

POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	558 S. MAIN STREET, SUITE 3 LAPEER, MI 48446
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	576 OLDS STREET (BUILDING 1) JONESVILLE, MI 49250
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	576 OLDS STREET (BUILDING 2) JONESVILLE, MI 49250
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	6350 W. KL AVENUE KALAMAZOO, MI 49009
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	65 PATRICK DRIVE, SUITE 5E BAD AXE, MI 48413
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	780 W. LAKE LANSING ROAD #150 EAST LANSING, MI 48823
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	800 CHRYSLER DRIVE AUBURN HILLS, MI 48326
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	836 E. BAY STREET EAST TAWAS, MI 48730
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	8571 GRAND RIVER AVENUE, SUITE 500 BRIGHTON, MI 48116
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	901 E. INDIAN STREET MIDLAND, MI 48640
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	935 N. AULERICH ROAD EAST TAWAS, MI 48933
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS ST. PAUL, MN 55102
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS ST. PAUL, MN 55102
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS ST. PAUL, MN 55102
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS ST. PAUL, MN 55102
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS JEFFERSON CITY, MO 65102
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS JEFFERSON CITY, MO 65102
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS JEFFERSON CITY, MO 65102
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS JEFFERSON CITY, MO 65102
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS JACKSON, MS 39201

CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS JACKSON, MS 39201
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS JACKSON, MS 39201
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS JACKSON, MS 39201
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS RALEIGH, NC 27602
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS RALEIGH, NC 27602
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS RALEIGH, NC 27602
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	2905-A QUEEN CITY DRIVE CHARLOTTE, NC 28208
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS LINCOLN, NE 68508
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS LINCOLN, NE 68508
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS LINCOLN, NE 68508
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS LINCOLN, NE 68508
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS TRENTON, NJ 08609
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS TRENTON, NJ 08609
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS TRENTON, NJ 08609
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	33 WOOD AVENUE, SOUTH, 4TH FLOOR ISELIN, NJ 08830
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	101 ROUTE 130, GRANT BUILDING SUITE 408 CINNAMINSON, NJ 08077
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS ALBANY, NY 12204
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS ALBANY, NY 12204

MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS ALBANY, NY 12204
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS ALBANY, NY 12204
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	932 SPENCER STREET SYRACUSE, NY 13204
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS OKLAHOMA CITY, OK 73106
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS OKLAHOMA CITY, OK 73106
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS OKLAHOMA CITY, OK 73106
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS OKLAHOMA CITY, OK 73106
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS HARRISBURG, PA 17102
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS HARRISBURG, PA 17102
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS HARRISBURG, PA 17102
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS HARRISBURG, PA 17102
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS COLUMBIA, SC 29202
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS COLUMBIA, SC 29202
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS COLUMBIA, SC 29202
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	NO FIXED ADDRESS COLUMBIA, SC 29202
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS PIERRE, SD 57501
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS PIERRE, SD 57501
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS PIERRE, SD 57501

POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS PIERRE, SD 57501
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS NASHVILLE, TN 37201
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS NASHVILLE, TN 37201
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS NASHVILLE, TN 37201
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS NASHVILLE, TN 37201
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	170 CUDE LANE MADISON, TN 37115
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS AUSTIN, TX 78701
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS AUSTIN, TX 78701
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS AUSTIN, TX 78701
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS AUSTIN, TX 78701
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	9504 IH35 NORTH SAN ANTONIO, TX 78233
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS RICHMOND, VA 23241
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS RICHMOND, VA 23241
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS RICHMOND, VA 23241
POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS RICHMOND, VA 23241
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	15 W. HUNDRED ROAD CHESTER, VA 23836
COMPUTER & ENGINEERING SERVICES, INC. DBA CES	382512681	NO FIXED ADDRESS MADISON, WI 53710
CONSTRUCTION TRADES SERVICES, LLC DBA CTS	264271022	NO FIXED ADDRESS MADISON, WI 53710
MIDWEST CONSTRUCTION, INC. DBA TRILLIUM CONSTRUCTION & TRILLIUM DRIVERS & DBA TRILLIUM ENVIRONMENTAL SERVICES	421474873	NO FIXED ADDRESS MADISON, WI 53710

POCH PERSONNEL, INC. DBA TRILLIUM STAFFING SOLUTIONS	382497299	NO FIXED ADDRESS MADISON, WI 53710
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	9800 W. BLUEMOUND ROAD, SUITE B WAUWATOSA, WI 53226
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1310 MENDOTO STREET, SUITE 102 MADISON, WI 53719
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1828 EAST MAIN STREET ONALASKA, WI 54650
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	1241 E. MEROMONIE STREET EAU CLAIRE, WI 54703
POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES	383270222	219 ROSS AVENUE, SUITE 201 SCHOFIELD, WI 54476

All other terms and conditions of this policy remain the same.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company

XL Specialty Insurance Company

Countersigned by _____

WC 99 00 07

Ed. 1/08

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancelation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 01 10
Ed. 1/08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT - FLORIDA

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

Florida law requires ten (10) days notice when canceling a policy for nonpayment and thirty (30) days notice when canceling a policy for all reasons except nonpayment. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancellation** of the Workers' Compensation and Employers' Liability Insurance Policy, is increased to the number of days shown above.

All other terms and conditions remain the same.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 00 10

Ed. 1/08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT - OKLAHOMA

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

Oklahoma law requires ten (10) days notice when cancelling a policy for nonpayment and forty-five (45) days notice when cancelling a policy for all reasons except nonpayment. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancelation** of the Workers' Compensation and Employers' Liability Insurance Policy or is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 0014

Ed. 2/08

Foreign Voluntary Compensation And Employers' Liability Coverage Endorsement**A. How This Insurance Applies**

This Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death. Disease includes any sickness or disease endemic to the place of the employee's employment outside the United States, its territories or possessions, or Canada.

1. The employee must be a citizen or resident of the United States, its territories or possessions, or Canada.
2. The bodily injury must occur while the employee is working outside of the United States, its territories or possessions, or Canada.
3. The bodily injury must occur in the course of employment.
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 the person's employment with you. 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 your employees 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 that law.

We will pay reasonable expenses over and above normal transportation costs for the return of the insured employee from anywhere in the world to the United States. The repatriation must be necessary in the opinion of competent medical authority to provide proper treatment of the bodily injury.

The repatriation expense shall not exceed the limit stated in this endorsement.

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 fails in the above, 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. We Will Investigate, Settle, and Defend

We have the right, but not the duty, to investigate and settle a claim made or defend a suit brought elsewhere than within the United States of America, its territories or possessions, or Canada.

F. Payment of Claims

At our option, we may request that you make payments, for us, direct to the persons entitled to the benefits of this insurance. We will reimburse you for those payments upon receipt of proof of payment.

G. Recovery From Others

If we recover payment 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.

H. Limits of Liability

The limits of liability shall not be cumulative with any limit of liability stated elsewhere in this policy.

I. Employers' Liability Insurance

Part Two Employers' Liability Insurance applies to bodily injury covered by this endorsement.

Schedule: All states shown in Item 3.A. of the Information Page

Locations outside of the United States: All locations, except any country or other location that currently has in place a Travel Warning issued by the United States Department of State.

Employees: All officers and employees

Limit of Repatriation Expense \$250,000 Per Employee

Premium \$Included

All other terms and conditions remain the same.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

Foreign Voluntary Compensation And Employers' Liability Coverage

A. How This Insurance Applies

This Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death. Disease includes any sickness or disease endemic to the place of the employee's employment outside the United States, its territories or possessions, or Canada.

1. The employee must be a citizen or resident of the United States, its territories or possessions, or Canada.
2. The bodily injury must occur while the employee is working outside of the United States, its territories or possessions, or Canada.
3. The bodily injury must occur in the course of employment.
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 the person's employment with you. 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 your employees 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 that law.

We will pay reasonable expenses over and above normal transportation costs for the return of the insured employee from anywhere in the world to the United States. The repatriation must be necessary in the option of competent medical authority to provide proper treatment of the bodily injury.

The repatriation expense shall not exceed the limit stated in this endorsement.

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. Transfer to us their right to recover from others who may be responsible for the injury or death.
2. 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 fails in the above, 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. We Will Investigate, Settle, and Defend

We have the right, but not the duty, to investigate and settle a claim made or defend a suit brought elsewhere than within the United States of America, its territories or possessions, or Canada.

F. Payment of Claims

At our option, we may request that you make payments, for us, direct to the persons entitled to the benefits of this insurance. We will reimburse you for those payments upon receipt of proof of payment.

G. Recovery From Others

If we recover payment 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.

H. Limits of Liability

The limits of liability shall not be cumulative with any limit of liability stated elsewhere in this policy.

I. Employers' Liability Insurance

Part Two Employers' Liability Insurance applies to bodily injury covered by this endorsement.

Schedule:	<u>California</u>
Locations outside of the United States:	<u>All locations, except any country or other location that currently has in place a Travel Warning issued by the United States Department of State.</u>
Employees:	<u>All officers and employees</u>
Limit of Repatriation on Expense	<u>\$250,000 Per Employee</u>

All other terms and conditions remain the same.

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 July 1, 2013

Policy No. RWR943531802

Endorsement No.

Insured POCH STAFFING, INC. DAB TRILLIUM SOLUTIONS AND SUBSIDIARIES

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 03 05

Ed. 1/08

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FLORIDA FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Foreign Voluntary Compensation Insurance to the policy to which it is attached, effective on the inception date of the policy unless a different date is indicated. State law may already provide benefits to employees working outside of the United States and this endorsement does not limit or reduce any benefits required by state workers compensation law.

Section 1. Employees Covered

- A. The additional coverage provided by this endorsement applies only to employees listed in Item 1. of the Schedule of this endorsement provided they are hired within the limits of the United States of America. It provides additional coverage for the listed employees while they are traveling or temporarily residing in the country(ies) named in Item 1. of the Schedule of this endorsement. Each period of travel or temporary residence for each listed employee may be no longer than the maximum number of consecutive days shown in Item 1. of the Schedule of this endorsement.
- B. This insurance does not apply to any employees you hire outside the limits of the United States of America.

Section 2. How This Insurance Applies

This additional coverage applies only to bodily injury by accident or to bodily injury by disease. Bodily injury includes resulting death.

- A. An employee listed in Item 1. of the Schedule of this endorsement must sustain the bodily injury.
- B. The bodily injury must arise out of and occur in the course of your employment in the country(ies) listed in Item 1. of the Schedule of this endorsement.
- C. Bodily injury by accident must occur during the policy period.
- D. The conditions of your workplace must cause or aggravate the bodily injury by disease. The employee's last day of last exposure to those conditions causing or aggravating such bodily injury must occur during the policy period.

Section 3. Exclusions

This endorsement amends Section C. of Part Two of the Policy by adding the following exclusions for coverage under this endorsement:

- A. Bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power. No current or subsequent endorsement to this policy will override or waive this limitation;
- B. Compensation or benefits imposed by any occupational disease, disability benefits law, plan or any similar law or plan; and
- C. Bodily injury you intentionally cause or aggravate.

Section 4. Voluntary Workers Compensation

This endorsement amends Section A. of Part One of the policy by adding the following coverage:

On your behalf, we will voluntarily pay an amount equal to the benefits you would be required to pay if you and the employees described in Item 1. of the Schedule were subject to the workers compensation law of the state designated in Item 1. of the Schedule of this endorsement.

We will pay those amounts to the persons who would be entitled to them under such law. If this is not possible, we will reimburse you for amounts you are required to pay under the law.

The following provisions apply to this insurance:

- A. In no event will our liability under this section exceed the amount we or you would have been obligated to pay if the employment and injury had been subject to the state workers compensation law designated in Item 1. of the Schedule of this endorsement. The only exception to this is as provided for in Section 6—Repatriation Expense.
- B. We have the option of requesting you to pay sums due directly to persons entitled to them on our behalf. We will reimburse you for these payments when you provide us with satisfactory proof of payment.
- C. Before we are required to make any payment or reimburse you, the persons entitled or paid must:
 - (1) Release you and us in writing from all responsibility for the bodily injury or death;
 - (2) Transfer to us their right to recover from others who may be responsible for the injury or death to the extent of our payment or reimbursement; and

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(3) Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If a person entitled to payment under this section refuses to accept voluntary payments offered, we may, at our discretion, withdraw the offer to pay compensation benefits. If this happens, we will notify you and the employee that we will no longer be bound by the provisions of this section.

- D. Under this or any other policy we have issued to you, it is possible that the provisions for a workers compensation law, plan, or any similar law or plan may hold you or us legally liable for any injury where payments have been made or would otherwise be made under Section 4. of this endorsement. If this happens, we agree that we will make no further payments under Section 4. if Section 5. of this endorsement applies.

Section 5. Legal Liability Under Workers Compensation Law

- A. If you are required to pay any benefits to an employee listed in Item 1. of the Schedule of this endorsement under a workers compensation or occupational disease law of the country(ies) listed in Item 1. of the Schedule of this endorsement, we will reimburse you up to, but not in excess of, the cost of benefits that would be payable under the applicable workers compensation law of the state designated in the same Schedule.
- B. We will not be liable for any loss for which you had other valid and collectible insurance.
- C. We assume no obligation to defend or reimburse you for any suit or proceeding against you outside of the United States of America.
- D. The coverage that Section 5. affords does not cover fines or penalties imposed on you for failure to comply with the requirements of any workers compensation or occupational disease law of any country(ies) named in Item 1. of the Schedule of this endorsement.

Section 6. Repatriation Expense

This section only applies to coverage provided under Sections 4. and 5. of this endorsement.

Medical expenses include additional expenses of repatriation to the United States of America incurred as a result of bodily injury to the employees listed in Item 1. of the Schedule of this endorsement. In the event that an employee is injured, our liability is limited to the amount by which these expenses exceed the normal cost of returning the employee. In the event of an employee's death, our liability is limited to the amount by which the expenses of returning the body exceed the normal cost of returning an employee who is alive and in good health.

Our liability will never exceed the amount indicated in Item 2. of the Schedule of this endorsement for one covered employee or accident.

The policy does not afford coverage for repatriation expenses unless a specific limit of liability for each covered employee and accident appears in Item 2. of the Schedule of this endorsement.

Section 7. Employers Liability

The following agreement replaces Section B. of Part Two—Employers Liability of the policy with respect to the coverage this endorsement provides:

B. We Will Pay

We will pay, on your behalf, all sums that you become legally obligated to pay as damages because of bodily injury by accident or disease, including resulting death, sustained in any country(ies) designated in Item 1. of the Schedule of this endorsement other than the United States of America by any of your employees listed in Item 1. of the Schedule of this endorsement arising out of and in the course of employment by you.

The following provisions apply to Section 7. of this endorsement:

- A. We will reimburse you for all reasonable expenses you incur, including attorney fees in defending any suit against you alleging injury and seeking damages on account of any insurance this section of this endorsement affords. We assume no obligation to defend or reimburse you for any suit or any proceeding brought against you outside the United States of America.
- B. The limit of our liability under Part Two will be in accordance with the following provisions:

The words "damages because of bodily injury by accident or disease, including resulting in death" in Section 7-B above include damages for care and loss of services. These words also include damages for which you are liable because of suits or claims others bring against you to recover the damages obtained from such others because of bodily injury your employees listed in Item 1. of the Schedule of this endorsement sustain arising out of and in the course of their employment.

The limit of liability in Item 3. of the Schedule of this endorsement that applies to "bodily injury by accident" is the

most we will pay for all damages, including damages for care and loss of services, to one or more employees listed in item 1. of the Schedule of this endorsement in any one accident.

The limit of liability in Item 3. of the Schedule of this endorsement that applies to "bodily injury by disease—policy limit" is the most we will pay for all damages because of bodily injury by disease, including resulting death, regardless of the number of employees listed in item 1. of the Schedule of this endorsement who sustain bodily injury by disease outside the United States of America.

The limit shown in Item 3. of the Schedule of this endorsement 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 listed in item 1. of the Schedule of this endorsement.

The limits of liability designated in this endorsement supersede and are not cumulative with any limit(s) of liability elsewhere in the policy. The inclusion of more than one insured does not increase the limits of our liability.

We will not make any additional payments for any claims for damages after we have paid the applicable limit of liability as shown in Items 2. and 3. of the Schedule of this endorsement.

Section 8. Premium

In addition to the provisions of Part Five—Premium of the policy, the following provisions will apply to this endorsement:

A. We will compute the premium for this coverage in accordance with Part Five of the policy, upon all remuneration paid to employees shown in Item 1. of the Schedule of this endorsement while traveling or residing in the country(ies) listed in the same Schedule for a period of no longer than the maximum number of consecutive days per policy period indicated in Item 1. of the Schedule of this endorsement.

Each period of travel or temporary residence for each listed employee may be no longer than the maximum number of consecutive days shown in Item 1. of the Schedule of this endorsement.

B. We will determine the premium for this coverage on the basis of the workers compensation rules, classifications, and rates approved by the appropriate regulatory authority for the state workers compensation law designated in Item 1. of the Schedule of this endorsement.

C. You must maintain payroll records for any employee covered by the provisions of this endorsement.

Section 9. Other Insurance

The following provision replaces Section E of Part One and Section F of Part Two of the policy with respect to the coverage this endorsement provides:

The insurance for a loss covered by this endorsement will be excess insurance over and above any other insurance, except with respect to insurance provided under Section 5. The limits of liability for this insurance will be reduced by an amount equal to the limits of liability other insurance affords.

Schedule

1. Name(s) of Employees	Country(ies) of Operations	Maximum Number of Consecutive Days	Designated Workers Compensation Law
Employees not subject to the workers compensation law	All locations, except any country or other location that currently has in place a Travel Warning issued by the United States Department of State.	30	FL
2. Limits of Liability for Repatriation Expense			
\$ <u>50,000</u>	Each employee		
\$ <u> </u>	Each accident		

3. Limits of Liability for Part Two—Employers Liability

\$ <u>1,000,000</u>	Bodily injury by accident—each accident
\$ <u>1,000,000</u>	Bodily injury by disease—each employee
\$ <u>1,000,000</u>	Bodily injury by disease—policy limit

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 July 1, 2013	Policy No. RWR943531802	Endorsement No.
Insured POCH STAFFING, INC. DBA TRILLIUM STAFFING		Premium \$ Included
SOLUTIONS AND SUBSIDIARIES		
Insurance Company	Countersigned by _____	
XL Specialty Insurance Company		

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