

Policyholder Information

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

PENN CONVENIENCE MART LLC 1800 PENNSYLVANIA AVE BALTIMORE, MD 21217 (410) 744-4313 HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151E CATONSVILLE, MD 21228-6211



Dear Policyholder:



We know you work hard to build your business. We work together with your agent, **HBW INSURANCE GROUP INC** (410) 744-4313 to help protect the things you care about. Thank you for selecting us.

Enclosed are your insurance documents consisting of:

THIS IS NOT A BILL

• Workers Compensation And Employers Liability Insurance Policy, Information Page, Endorsements and Other Documents

To find your specific coverages, limits of liability and premium, please refer to your Workers Compensation and Employers Liability Insurance Policy Information Page, extensions, the policy and endorsements.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (410) 744-4313



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (410) 744-4313
- In case of a claim, call your Agent or 1-844-325-2467

You Need To Know

CONTINUED ON NEXT PAGE

You Need To Know - continued

• NOTICE(S) TO POLICYHOLDER(S)

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory
	Notice to Policyholders
NP 89 69 11 10	Important Policyholder Information Concerning Billing Practices
SNW04 14 03 21	Liberty Mutual Privacy Notice - California
SNW90 03 07 18	Clarification of Other States Coverage
WC 34 45 11 99	Penalties For Illegally Hiring Minors

- This Workers Compensation and Employees Liability policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at www.libertymutualgroup.com/toolkit.

For all claims inquiries please call us at 1(844)325-2467 .



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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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 Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (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; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - http://www.treas.gov/ofac.

In accordance with OFAC regulations, 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 are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- Annual Payment Plan: When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- Installment Payment Plan: When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

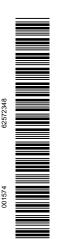
Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.



NP 89 69 11 10

LIBERTY MUTUAL PRIVACY NOTICE - CALIFORNIA

(Workers' Compensation) Effective December 11, 2020

Liberty Mutual Group, its affiliates and subsidiaries (collectively "Liberty Mutual" or "we", "us" and "our") provide workers' compensation insurance to companies. In this notice, we explain how we gather, use, share, and protect your data. This notice applies to you if you are a **California resident and** (i) are buying insurance for your company, (ii) your company has workers' compensation insurance with us, or (iii) you have a workers' compensation claim. If this notice does not apply to you, please go to libertymutual.com/privacy to review our privacy notices for other states.

What Personal Data Do We Collect?

The types of personal data we gather and share depends on your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you are seeking a quote for insurance. The data we gather can include your social security number, income, and medical information related to your injury. It may also include data gathered as we provide insurance services, when you apply for such services, or from other contacts with you. It may also include:

- Identifiers, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- Personal data, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial data, medical data, or health insurance data;
- Protected classification characteristics described in California Civil Code 1798.80(e), including
 age, race, color, national origin, citizenship, religion or creed, marital status, medical condition,
 physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy
 or childbirth and related medical conditions), sexual orientation, veteran or military status;
- Commercial data, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- Internet or other similar network activity, including browsing history, search history, data on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related data**, including current or past job history or performance evaluations;
- Inferences drawn from other personal data, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- Risk data, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history data, health data, or criminal convictions; and
- Claims data, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For data about the types of personal data we have gathered in the past twelve months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How do you gather my data?

We gather your personal data directly from you. For example, you provide us with data when you:	We also gather your personal data from other people . For example:
● ask about, buy insurance or file a claim	your insurance agent or broker
• pay your policy	your employer, association or business (if you are insured through them)

• visit our websites, call us, or visit our office	our affiliates or other insurance companies about your transactions with them
	consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	other public directories and sources
	• third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti- fraud databases, sanctions lists, court judgments and other databases, government en- tities, open electoral register, advertising net- works, data analytics providers, social networks, data brokers or in the event of a claim, third par- ties including other parties to the claim wit- nesses, experts loss adjustors and claim handlers
	other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy that re- quires your personal data

Entities that share data with us may keep it and share it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to libertymutual.com/priva cy and click on the link for the California Supplemental Privacy Policy.

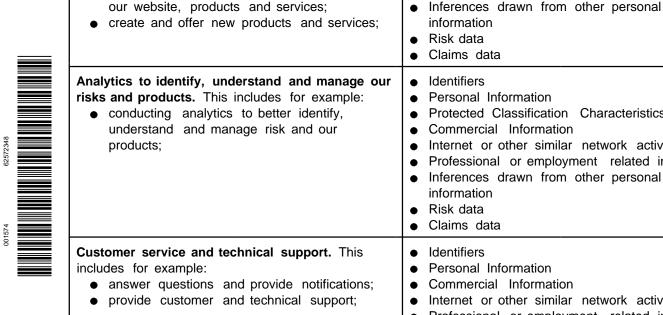
How Do We Use Your Personal Data?

Liberty Mutual uses your data to provide you with our products and services and as otherwise provided in this Notice. We may use your data and the data of our former customers for our business purposes. Our business purposes include:

Business Purpose	Data Categories	
Market, sell and provide insurance. This includes for example:	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data 	
 Manage your claim. This includes, for example: managing your claim, if any; conducting claims investigations; conducting medical examinations; conducting inspections, appraisals; providing roadside assistance; providing rental car replacement, or repairs; 	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information 	

	Risk data Claims data
 Day to Day Business and Insurance Operations. This includes, for example: creating, maintaining, customizing and securing accounts; supporting day-to-day business and insurance related functions; doing internal research for technology development; marketing and creating products and services; conducting audits related to a current contact with a consumer and other transactions; as described at or before the point of gathering personal data or with your authorization; 	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data
Security and Fraud Detection. This includes for example: detecting security issues; protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; managing risk and securing our systems, assets, infrastructure and premises; help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data
Regulatory and Legal Requirements. This includes for example:	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data

SNW 04 14 03 21



Improve Your Customer Experience and Our

• improve your customer experience, our

• to provide, support, personalize and develop

Products. This includes for example:

products and service;

Personal Information

Commercial Information

Identifiers

Protected Classification Characteristics

Internet or other similar network activity

Professional or employment related information

- Commercial Information
- Internet or other similar network activity
- Professional or employment related information
- Inferences drawn from other personal
- Personal Information
- Commercial Information
- Internet or other similar network activity
- Professional or employment related information
- Inferences drawn from other personal information
- Risk data
- Claims data

Do We Share Your Personal Data?

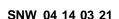
Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual may share personal data with affiliated and non-affiliated third parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Government entities (e.g. regulatory, quasi- regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- Advertising networks, data analytics providers, and social networks;
- Service providers and affiliates for actuarial or research studies; and
- As permitted by law.

We may also share data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not share your personal data with others for their own marketing purposes.

We may also share data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.



Liberty Mutual may share the following categories of personal data as needed for business purposes:

IdentifiersPersonal DataProtected Classification CharacteristicsCommercial Data

Internet or other similar network activity Professional, employment and education data

Inferences drawn from personal data Risk Data

Claims Data

For data about how we have shared personal data in the past twelve months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Do We Keep your Personal Data Safe?

We maintain physical, electronic, and administrative safeguards created to protect your data from unauthorized access. Our employees and agents are authorized to access your data only for legitimate business purposes.

What Rights Do I Have to Learn More About My Personal Data?

You may have rights under California laws to learn more about our privacy practices. For example, you may have the right to request a copy of certain information about you to review its completene ss and accuracy. You must make this request in writing by contacting us as indicated below.

You may have additional rights under other California laws. For more information about these rights, please go to libertymutual.com/privacy and click on the link California Supplemental Privacy Notice. If you cannot access the link, please contact us.

How to Contact Us:

You can submit requests, seek additional information, or obtain a copy of our privacy notice in an alternative format by either:

Calling: 800-344-0197

Email: Privacy@libertymutual.com

Online: Libertymutualgroup.com/privacy-policy/data-request

Mail: Attn: Privacy Office

Liberty Mutual Insurance Company

175 Berkeley St., 6th Floor

Boston, MA 02116

Who is Providing this Notice?

This privacy notice is provided on behalf of the following Liberty Mutual companies and affiliates:

America First Insurance Company, America First Lloyd's Insurance Company, American Economy Insurance Company, American Fire and Casualty Company, American States Insurance Company, American States Insurance Company of Texas, Colorado Casualty Insurance Company, Consolidated Insurance Company, Employers Insurance Company of Wausau, Excelsior Insurance Company, First National Insurance Company of America, General Insurance Company of America, Golden Eagle Insurance Corporation, Hawkeye-Security Insurance Company, Indiana Insurance Company, Liberty Insurance Corporation, Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Mid-Atlant ic Insurance Company, Liberty Northwest Insurance Corporation, LM Insurance Corporation, Montgomery Mutual Insurance Company, North Pacific Insurance Company, Ohio Security Insurance Company, Oregon Automobile Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The First Liberty Insurance Corporation, The Midwestern Indemnity Company, The Netherlands Insurance Company, The Ohio Casualty Insurance Company, Wausau Business Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company, and West American Insurance Company.

CLARIFICATION OF OTHER STATES COVERAGE

This underwriting company Ohio Security Insurance Company is not licensed to write Workers Compensation coverage in Hawaii. Accordingly, your policy has been adjusted to list Hawaii as an excluded state under Item 3.C Other States Coverage. If you have any questions, please contact your agent.



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IMPORTANT NOTICE FOR MARYLAND

PENALTIES FOR ILLEGALLY HIRING MINORS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

IN COMPLIANCE WITH MARYLAND LAW, YOU ARE HEREBY NOTIFIED OF THE FOLLOWING INFORMATION CONCERNING EMPLOYMENT OF MINORS:

- (1) THE EMPLOYER MUST HAVE A WORK PERMIT FOR EACH EMPLOYEE WHO IS A MINOR, AS REQUIRED IN TITLE 3, SUBTITLE 2 OF THE LABOR AND EMPLOYMENT ARTICLE;
- (2) IF THE EMPLOYER DOES NOT HAVE A WORK PERMIT FOR AN EMPLOYEE WHO IS A MINOR, THE STATE WORKERS' COMPENSATION COMMISSION MAY AWARD TWICE THE COMPENSATION AND DEATH BENEFITS OTHERWISE ALLOWED UNDER TITLE 9, SUBTITLE 6 OF THE LABOR AND EMPLOYMENT ARTICLE IN A CLAIM BY THAT EMPLOYEE OR THAT EMPLOYEE'S DEPENDENT; AND
- (3) THE EMPLOYER IS SOLELY LIABLE FOR ANY INCREASE IN COMPENSATION OR DEATH BENEFITS IN A CLAIM BY A MINOR EMPLOYEE FOR WHOM THE EMPLOYER DOES NOT HAVE A WORK PERMIT OR A DEPENDENT OF THAT EMPLOYEE.

each accident

each employee

policy limit

NCCI Co. No. | 19291 |

Workers Compensation And Employers Liability Insurance Policy Coverage Is Provided In:

Ohio Security Insurance Company

Policy Number:

XWS (23) 62 57 23 48

Prior Policy Number:

XWS (22) 62 57 23 48

Workers Compensation and Employers Liability Insurance Policy Information Page

6572348

ITEM 1: The Insured & Mailing Address

Agent Mailing Address & Phone No.

PENN CONVENIENCE MART LLC 1800 PENNSYLVANIA AVE BALTIMORE, MD 21217

(410) 744-4313 HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151E CATONSVILLE, MD 21228-6211

___Individual ___Partnership

X Corporation or Limited Liability Company FEIN: 854069231 NAICS:445110

Other workplaces not shown above:

ITEM 2 The policy period is from 01/08/2022 to 01/08/2023 12:01 am Standard Timeat the insured's mailing address.

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

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 \$100,000

Bodily Injury by Disease \$500,000 Bodily Injury by Disease \$100,000

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

Extension of Information Page

D. This policy includes these endorsements and schedules: See Policy Forms and Endorsements Summary

ITEM 4. The promium for this policy will be determined by our Manuals of Pulos Classifications. Pates and Pating

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 Premium Basis - Total Rate per Estimated
No. Estimated Annual \$100 of Annual

Remuneration Remuneration Premium

See Extension of Information Page(s)

Total Estimated Annual Premium \$1,450.00

Total Surcharges and Assessments \$12.00

Minimum Premium\$790.00MDTotal Estimated Cost\$1,462.00

If indicated below, interim adjustments of premiums shall be made.

Deposit Premium \$1,462.00

Countersigned by:

Issue Date 11/09/21

To report a claim, call your Agent or 1-844-325-2467 WC 00 00 01 A (WC 30 10 E)

1987 National Council on Compensation Insurance, Inc.

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NCCI Co. No. | 19291 |

Coverage Is Provided In:

Ohio Security Insurance Company

Policy Number: **XWS (23) 62 57 23 48**

Policy Period:

From 01/08/2022 To 01/08/2023

Endorsement Period: **From To**

12:01 am Standard Time at Insured's Mailing Address

Workers Compensation and Employers Liability Insurance Policy Information Page

Named Insured

PENN CONVENIENCE MART LLC

Agent

(410) 744-4313

HBW INSURANCE GROUP INC

EXTENSION OF INFORMATION PAGE

NAME AND LOCATION SCHEDULE

Named Insured 001 PENN CONVENIENCEMART LLC CSN

001 Entity: LIMITED LIABILITY CO

FEIN: 854069231

001574 62572348

Countersigned by:

Issue Date

11/09/21

To report a claim, call your Agent or 1-844-325-2467 $WC\ 99\ 06\ 42\ A$

11/09/21 62572348 POLSVCS 520 MCXFPPNO INSURED COPY 001574 PAGE 15 OF

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NCCI Co. No. | 19291 |

Coverage Is Provided In:

Ohio Security Insurance Company

Policy Number: **XWS (23) 62 57 23 48**

Policy Period:

From 01/08/2022 To 01/08/2023

Endorsement Period: From To

12:01 am Standard Time at Insured's Mailing Address

Workers Compensation and Employers Liability Insurance Policy Information Page

Named Insured

PENN CONVENIENCE MART LLC

Agent

(410) 744-4313

HBW INSURANCE GROUP INC

EXTENSION OF INFORMATION PAGE

Name Link Code

Location Description

Exposure Record Link

No. of Employees

001

1800 Pennsylvania Ave Baltimore, MD 21217-3213 00001

2 NAICS: 445110

Countersigned by:

Issue Date

11/09/21

To report a claim, call your Agent or 1-844-325-2467 $WC\ 99\ 06\ 42\ A$

11/09/21 62572348 POLSVCS 520 MCXFPPNO INSURED COPY 001574 PAGE 17 OF 4

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NCCI Co. No. | 19291 |

Coverage Is Provided In:

Ohio Security Insurance Company

Policy Number: **XWS (23) 62 57 23 48**

Policy Period:

From 01/08/2022 To 01/08/2023

Endorsement Period: **From To**

Workers Compensation and Employers Liability Insurance Policy Information Page 12:01 am StandardTime at Insured'sMailingAddress

Named Insured

PENN CONVENIENCE MART LLC

Agent

(410) 744-4313 HBW INSURANCE GROUP INC

EXTENSION OF INFORMATION PAGE

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

All states except North Dakota, Ohio, Washington, Wyoming and states designated in Item 3.A. on the Information Page.

Countersigned by:

Issue Date

11/09/21

To report a claim, call your Agent or 1-844-325-2467 $WC\ 99\ 06\ 42\ A$

11/09/21 62572348 POLSVCS 520 MCXFPPNO INSURED COPY 001574 PAGE 19 OF

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NCCI Co. No. | 19291 |

Coverage Is Provided In:

Ohio Security Insurance Company

Policy Number: XWS (23) 62 57 23 48

Policy Period:

From 01/08/2022 To 01/08/2023

Endorsement Period:

From T

12:01 am Standard Time at Insured's Mailing Address

Workers Compensation and Employers Liability Insurance Policy Information Page

Named Insured

Agent

PENN CONVENIENCE MART LLC

(410) 744-4313 HBW INSURANCE GROUP INC

EXTENSION OF INFORMATION PAGE

State: MARYLAND

ITEM 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
PENN CONVENIENCE MART LLC				
1800 Pennsylvania Ave Baltimore, MD 21217-3213 NLC 001 CSN 001 state 19 exp rec link 00001 Store: Grocery - Retail				
	8006	60,000.00	2.09	1,254.00
Total Subject Premium				1,254.00
Premium Modified to Reflect Experience Mod. Of	9898		.000	1,254.00
Price Point Modification	9732		.946 (68.00)
Total Estimated Annual Standard Premium				1,186.00
Expense Constant	0900			210.00
Foreign Terrorism	9740	60,000.00	.07	42.00
Catastrophe Prov. Domestic Terror., EQ., Ind. Acc.	9741	60,000.00	.02	12.00
Total Estimated Annual Premium				1,450.00
MD WC Commission Tax	0935	60,000.00	.0202%	12.00
Total Estimated Cost				1,462.00

Countersigned by:

Issue Date

11/09/21

To report a claim, call your Agent or 1-844-325-2467 $WC\ 99\ 06\ 42\ A$

11/09/21 62572348 POLSVCS 520 MCXFPPNO INSURED COPY 001574 PAGE 21 OF



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NCCI Co. No. | 19291 |

Coverage Is Provided In:

Ohio Security Insurance Company

Policy Number: **XWS (23) 62 57 23 48**

Policy Period:

 $\textbf{From} \quad 01/08/2022 \;\; \textbf{To} \quad 01/08/2023$

Endorsement Period: From To

Workers Compensation and

12:01 am StandardTime at Insured's Mailing Address

Employers Liability Insurance Policy

Information Page

Named Insured PENN CONVE

Agent

PENN CONVENIENCE MART LLC (410) 744-4313

HBW INSURANCE GROUP INC

EXTENSION OF INFORMATION PAGE

POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements that make up your policy. Refer to these documents as needed for detailed information concerning your coverage.

STATE(S) Applicable	TITLE	FORM NUMBER
MD	Partners, Officers and Others Exclusion Endorsement	WC 00 03 08
MD	Experience Rating Modification Factor Endorsement	WC 00 04 03
MD	90-Day Reporting Requirement-Notification Of Change In Ownership Endorsement	WC 00 04 14 A
MD	Premium Due Date Endorsement	WC 00 04 19
MD	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement	WC 00 04 21 E
MD	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	WC 00 04 22 C
MD	Audit Noncompliance Charge Endorsement	WC 00 04 24
MD	Maryland Cancellation and Nonrenewal Endorsement	WC 19 06 01 G
MD	Maryland Notification of 45-Day Underwriting Period Endorsement	WC 19 06 02

Countersigned by:

Issue Date

11/09/21

To report a claim, call your Agent or 1-844-325-2467 $WC\ 99\ 06\ 42\ A$

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THE OHIO CASUALTY INSURANCE COMPANY

OHIO SECURITY INSURANCE COMPANY

AMERICAN FIRE AND CASUALTY COMPANY
Home Offices
175 Berkeley St., Boston, MA 02116
Stock Companies domiciled in New Hampshire

WEST AMERICAN INSURANCE COMPANY
Home Office
175 Berkeley St., Boston, MA 02116
Stock Company domiciled in Indiana

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

QUICK REFERENCE

	BEGIN	NING	ON
		Page	<u>e</u>
General	Section	3	
A.	The Policy	3	
B.	Who is Insured	3	
C.	Workers Compensation Law	3	
D.	State	3	
E.	Locations	3	
PART O	NE - WORKERS COMPENSATION INSURANCE	3	
A.	How This Insurance Applies	3	
	We Will Pay	3	
C.	We Will Defend	3	
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IMPOR	TANT: This Quick Reference is not part of the Workers Compensation and Employer	s Liability

Policy and does not provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

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.

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.

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.

State D.

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

Locations

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

PART ONE WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

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

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

We Will Defend

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

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

D. We Will Also Pay

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

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

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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.

WC 00 00 00 C (01-15)

© 2013 Liberty Mutual Insurance Contains copyrighted materials of the National Council on Compensation Insurance, Inc., used with its permission. WC 99 50 04 Page 4 of 9 disease 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
- 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 possession s, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws:
- Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51
 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily
 injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
- 11. Fines or penalties imposed for violation of federal or state law; and
- 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

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

- 1. Reasonable expenses incurred at our request, but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. Litigation costs taxed against you;
- 4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur.

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-insuran ce 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
- 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.

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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 classification s, 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 obligation s.

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.

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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.
- 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. Audi

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.

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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.

In witness whereof, we have caused this policy to be signed by our authorized officers.

The state of the s

SECRETARY

PRESIDENT

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners

Officers

Others

Tejaben A Patel

WC 00 03 08 (Ed. 4-84)

1 of 2

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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 Endorsement No. 0001

Policy Effective 01/08/2022 Premium

State

Policy No. XWS (23) 62 57 23 48

Insured PENN CONVENIENCE MART LLC

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

WC 00 03 08

(Ed. 4-84) 2 of 2

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EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

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

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

Countersigned by _____

Endorsement Effective 01/08/2022 Premium

State

Policy No. XWS (23) 62 57 23 48

Insured PENN CONVENIENCE MART LLC

Insurance Company Ohio Security Insurance Company 19291

WC 00 04 03

(Ed. 4-84)

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

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

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

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

Issued by Ohio Security Insurance Company 19291

For attachment to Policy No. XWS (23) 62 57 23 48 Effective Date

Premium \$

Issued to PENN CONVENIENCE MART LLC

Endorsement No.

WC 00 04 14 A (Ed. 1-19)

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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 Endorsement No. 0003

Policy Effective 01/08/2022 Premium

State

Policy No. XWS (23) 62 57 23 48

Insured PENN CONVENIENCE MART LLC

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

WC 00 04 19

(Ed. 1-01)

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Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

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

For purposes of this endorsement, the following definitions apply:

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

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

Schedule

State Rate **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.)

Issued by Ohio Security Insurance Company 19291

For attachment to Policy No. XWS (23) 62 57 23 48 Effective Date Premium \$

Issued to PENN CONVENIENCE MART LLC Endorsement No.

WC 00 04 21 E

(Ed. 01-2021)

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

Definitions

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

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

- a. The act is an act of terrorism.
- The act is violent or dangerous to human life, property, or infrastructure.
- 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.
- 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 Pennsylvan ia, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

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

Limitation of Liability

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

Policyholder Disclosure Notice

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

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State Rat	e Premium
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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.)

Issued by Ohio Security Insurance Company 19291

For attachment to Policy No. XWS (23) 62 57 23 48 Effective Date Premium \$

Issued to PENN CONVENIENCE MART LLC Endorsement No.

WC 00 04 22 C (Ed. 01-2021) WORKERO COM ENGATION AND EMILES FIRE EIGENEET INCORPANCE I CEICT

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

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

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

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

Note:

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

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
MD	Estimated Annual Premium	2

Issued by Ohio Security Insurance Company 19291

For attachment to Policy No. XWS (23) 62 57 23 48 Effective Date

Premium \$

Issued to PENN CONVENIENCE MART LLC

WC 00 04 24

(Ed. 1-17)

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MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT

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

D. Cancellation and Nonrenewal

- 1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
- 2. We may cancel or nonrenew this policy as follows:
 - a. If the policy is cancelled for nonpayment of premium, we will file with the Maryland Workers Compensation Commission's designee, and serve you by certificate of mailing, not less than 10 days' advance written notice stating when the cancellation will take effect.
 - b. If the policy is cancelled for reasons other than nonpayment of premium or if the policy is nonrenewed, we will file with the Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service to you, not less than 45 days' advance written notice stating when the cancellation or nonrenewal will take effect.

Mailing this notice by certified mail to you at your mailing address last known to us creates a presumption of actual delivery of notice. You may be able to rebut this presumption by providing evidence that the notice was not delivered.

- 3. The effective dates of the cancellation or nonrenewal are determined as follows:
 - a. Except for cancellation for nonpayment of premium, the policy period will end on the day and hour stated in the cancellation or nonrenewal notice, or 45 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
 - b. For cancellation for nonpayment of premium, the policy period will end on the day and hour stated in the cancellation notice, or 10 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
- 4. The provisions in D-2 and D-3 do not apply to the cancellation of a policy or binder during the 45-day underwriting period in accordance with Section 12-106 of Maryland Code, Insurance. Refer to Section 12-106 of Maryland Code, Insurance for the cancellation provisions that apply during the 45-day underwriting period.

Issued by Ohio Security Insurance Company 19291

For attachment to Policy No. XWS (23) 62 57 23 48 Effective Date

Premium \$

Issued to PENN CONVENIENCE MART LLC

WC 19 06 01 G (Ed. 10-17)



of 44

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MARYLAND NOTIFICATION OF 45-DAY UNDERWRITING PERIOD ENDORSEMENT

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

- 1. Your policy is subject to a 45-day underwriting period beginning on the effective date of coverage. In accordance with Md. Code Ann. Ins. §12-106, if we discover a material risk factor during the underwriting period, we may:
 - a. Cancel this policy during the underwriting period if you do not meet our underwriting standards; or
 - Recalculate your premium from the effective date of the policy if you meet our underwriting standards.

A material risk factor means a risk factor that:

- Was incorrectly recorded or not disclosed by the insured in an application for insurance;
- Was in existence on the date of the application; and
- Modifies estimated annual premium charged on the policy in accordance with the rates and supplementary rating information filed by the carrier

A material risk factor does not include:

- Information that constitutes a material misrepresentation; or
- A change initiated by an insured, including any request by the insured that results in a change in coverage, change in deductible, or other change to a policy.
- 2. If we recalculate your premium because we discovered a material risk factor during the underwriting period, we will provide to you, by certificate of mailing or by delivery of electronic means in accordance with Md. Code Ann. Ins. \$27-601.2, written notice of the following information by no later than the end of the underwriting period:
 - a. The amount of the recalculated premium;
 - b. The reason for the increase or reduction in the premium; and
 - c. Your right to cancel this policy and receive a pro rata refund of any premium paid by notifying us of the cancellation.
- 3. If you cancel this policy following receipt of a notice of recalculated premium, you will receive a pro rata refund of any premium paid, regardless of whether your policy is a retrospectively rated policy.
- 4. Nothing in this endorsement prohibits us from conducting an audit in accordance with the provisions of your policy or charging and collecting the final premium based on the results of the audit.
- 5. This endorsement does not apply if your policy is a renewal policy.

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

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

Endorsement Effective Endorsement No. 0004

Policy Effective 01/08/2022 Premium

State

Policy No. XWS (23) 62 57 23 48

Insurance Company Ohio Security Insurance Company 19291

Insured PENN CONVENIENCE MART LLC

insurance Company Onlo Security insurance Company 1928

WC 19 06 02 (Ed. 1-14) Countersigned by _____

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