

LIBERTY MUTUAL GROUP
INVOLUNTARY MARKETS OPERATIONS
PO BOX 8090
WAUSAU, WI 54402-8090

TOP FLOOR DESIGNS CORPORATION
225 CLEVELAND AVE
LONG BRANCH NJ 07740

WC5-33S-368875-015

00251010518895534006200009X



**LIBERTY MUTUAL WORKERS COMPENSATION, GROUP BENEFITS, AND HELMSMAN
MANAGEMENT SERVICES, LLC
PRIVACY PRACTICES DISCLOSURE NOTICE**

This Privacy Practices Disclosure Notice outlines the privacy practices for Liberty Mutual Insurance and its subsidiaries and affiliates listed below (collectively referred to as "Liberty Mutual"):

- Liberty Mutual Fire Insurance Company
- Liberty Insurance Corporation
- Liberty Insurance Company of America
- Liberty Life Assurance Company of Boston
- Employers Insurance Company of Wausau
- Wausau Business Insurance Company
- Liberty Insurance Corporation
- The First Liberty Insurance Corporation
- Liberty Northwest Insurance Corporation
- Helmsman Management Services, LLC
- Wausau General Insurance Company
- Wausau Underwriters Insurance Company

This Notice tells you:

- The categories of nonpublic personal information (NPI) we collect from you or from a third party about you or about participants, beneficiaries or claimants under your workers compensation and/or group benefit coverage, or your employee benefit programs or plans;
- How we use NPI;
- The categories of affiliates and non-affiliate third parties with whom we share NPI;
- The security policies and procedures in place to protect the confidentiality and security of NPI provided to us.

If you have questions regarding this Privacy Practices Disclosure Notice, contact us by sending an email to privacy@libertymutual.com or write to us at:

Presidental Service Team
Liberty Mutual Insurance
175 Berkeley Street
Boston, MA 02116

If applicable, please include your policy number or contract number with any correspondence.

1. INFORMATION WE MAY COLLECT

We want you to conduct business with us knowing that we protect NPI. We collect NPI from you or from third parties about you or about participants, beneficiaries or claimants under your insurance coverage. We collect NPI from:

- Applications or other forms which may include policyholder, participant, beneficiary, or claimant name, address, phone number, social security number, household information, vehicle and driver information, date of birth, medical information related to underwriting and claims, insurance coverage, and employee benefit programs or plan information;
- Your business dealings with us, our affiliates, or others, such as prior claims or accidents, medical information related to claims, information about your accident or injury (if applicable), and the names of witnesses and other contact information; and
- Consumer reporting agencies, motor vehicle departments, and inspection services.



LM INSURANCE CORPORATION
P.O. Box 8090
Wausau, WI 54402-8090
Telephone: (800) 653-7893
Fax: (603) 427-1885
E-Mail: LMIS@LibertyMutual.com

November 10, 2015

TOP FLOOR DESIGNS CORPORATION
225 CLEVELAND AVE
LONG BRANCH NJ 07740

RE: Workplace Safety and Injury Management Survey

TOP FLOOR DESIGNS CORPORATION

WC5-33S-368875-015

10-27-15

Effective Date:

Policy Number:

Insured:

Dear Insured:

One of the most effective ways to maintain employee morale, sustain employee productivity and control your workers compensation costs is to reduce work related accidents in your business. In addition to preventing accidents, policies that emphasize the importance of effective accident reporting will also help reduce worker disability costs. The attached survey is designed to assist you with reducing work related accidents and related costs in two ways:

- 1) The survey will help you self-assess critical elements to reduce the frequency and severity of losses.
- 2) Your survey responses will be analyzed and corresponding risk management resources will be provided to you.

We encourage you to complete the attached survey and return it to us using the above contact information. A copy of your survey response should also be provided to your agent. We look forward to receiving your survey so that we can provide further assistance.

Sincerely,

Commercial Service Operations

cc: ROBERT J WILKINS INSURANCE AGENCY

WSARS354 (07/13)

WC5-33S-368875-015

Page 1 of 2

Revised Copy

**POLICYHOLDER
INFORMATION PACKET**

FOR:

TOP FLOOR DESIGNS CORPORATION

225 CLEVELAND AVE

LONG BRANCH, NJ 07740

Policy Number: WCS-335-368875-015



Dear Policyholder,

Enclosed along with your policy is a contact information list. Please keep this material with your insurance papers. We look forward to servicing your account again this year.

Sincerely,

Liberty Mutual Servicing Carrier Operations

cc: Broker or Agent



Your Workers Compensation Guide...

Dear Policyholder,

This package contains your Liberty Mutual Insurance Workers Compensation policy and instructions for its use. It answers many questions you may have regarding Workers Compensation and outlines some steps you can take to control your Workers Compensation costs. Its contents include:

1. SERVICE DEPARTMENT CONTACTS

Keep the contact information with your insurance records as a reference guide.

2. DESCRIPTION OF SERVICES

Please take a moment to review the introductory information for each of our service departments. Claims material will be sent to you under separate cover.

3. YOUR WORKERS COMPENSATION POLICY

Use this opportunity to confirm all policy details, including specific coverage and exposure estimates. Promptly contact your producer or our Underwriting department with any questions.

We hope you find this material informative and helpful. We look forward to putting our experience to work for you.

Sincerely,

Commercial Service Operations

cc: Broker or Agent



NOTICE

The information Page of your Workers Compensation and Employers Liability Insurance Policy contains the items for (1) a Second Injury Fund Surcharge and (2) an Uninsured Employer's Liability 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 became permanently and totally disabled as a result of a work-related injury or occupational disease when the 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 on the information Page. It will no longer be included in the manual premium rate. This 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 for 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.



The primary function of the Field Auditing Department is to determine the appropriate amount of payroll and other compensation used in calculating the final premium on your policy.

Premium Auditing....

WHAT TO EXPECT FROM US

- We may perform an on-site audit at the beginning of your policy year to review payroll estimates and classifications.
- We will contact you by phone or mail to make an appointment to conduct a final audit within 75 days of your policy expiration.
- If requested information is not made available in a timely fashion, your premium will be estimated and your policy may be canceled.

WHAT WE EXPECT FROM YOU

- Maintain appropriated records as required by the policy terms to facilitate a thorough audit.
- Cooperate with our Auditors, including timely response to phone and mail inquiries.
- If you are a contractor, be sure to obtain Workers Compensation certificates for any subcontractor exposure to avoid potential additional premium obligations. Keep in mind that a certificate of insurance for liability alone is not sufficient to establish the independence of a subcontractor.
- Instead of a personal final audit you may be requested to complete a payroll report. If this method of audit is used, you will also be asked to submit copies of tax reports such as 940 forms.

CONTACT INFORMATION

Please refer to "Contact Information At A Glance".



Our Loss Prevention department advises insureds on workplace hazards and safety needs. Controlling accidents through good safety practices can have a positive impact on your productivity, workers compensation premium and ultimately your profitability.

Workplace Safety...

WHAT TO EXPECT FROM US

You can contact us at any time for information, to ask questions, or to request a consultant to visit your operations to assist you in identifying potential hazards and to improve safety programs.

We are required to perform annual on-site consultations for certain businesses, based on size, type of business, or loss history. If your company meets specified criteria, we will contact you to schedule a visit.

We will evaluate your accident and loss statistics to determine trends or causes, and

review your operations for potential hazards.

After evaluating your existing safety activities, we will submit recommendations aimed at

controlling hazards or strengthening programs. We will follow-up with you on these

recommendations to assure compliance.

WHAT WE EXPECT FROM YOU

If a mandatory on-site visit is required in your State you are expected to cooperate with the loss prevention representative allowing access to your operations. By taking this action you can obtain the maximum benefit from this service.

Once you receive recommendations from the

on-site visit, you are required to inform us of

your plan to complete the recommendations.

We have a contractual obligation to obtain this

information and will provide you with a paid, self-addressed return card with which to notify

us.

You can contact us at any time for information, to ask questions, or to request a visit.

Please refer to "Contact Information At A

Gance".

CONTACT INFORMATION



Common Questions....

Here are some commonly asked questions that my help you with your workers compensation program:

- One of my employees has been injured on the job... what do I need to do?

Your obligation is to report all work related injuries immediately. We strongly urge you to use our toll-free telephone number and fax numbers set up specifically to receive accident reports as soon as they occur. Prompt reporting of an injury is critical - it allows us to put all of our resources to work immediately to control your costs. Note that many jurisdictions impose penalties to employers who do not promptly report an employee's injury. Please contact your local Claims Service Team with any questions.

- My policy premium is not what I expected... what happened?

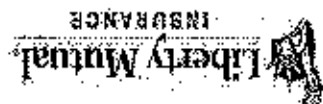
Premium is determined by the amount of payroll and the applicable classification codes and rates which have been established for your operations. Your premium may also be subject to an experience modification factor or All Risk Adjustment Program (ARAP) surcharge. You should carefully review each of these components with your producer to confirm your understanding of them. If you have any questions or concerns, contact our Underwriting department for further clarification or possible revision.

- Why would a preliminary audit be required?

A preliminary premium audit allows us to verify the payroll estimates and classifications on the policy. If there is a material difference in the projected premium due, appropriate changes can be made early in the policy period.

- Why would I want to use Liberty Mutual's Safety Services?

Apart from the fact that some state regulations require the use of safety services, their use is also good business! Workers compensation accidents adversely affect the premium you pay, productivity, overtime costs, and employee morale. All these factors can add to your cost of doing business. It makes economic sense to reduce accidents through a strong safety program and safe work practices.



Contact Information At A Glance.....

This quick reference guide is offered to help you better manage your workers compensation coverage. Please contact your agent for assistance with your questions, or refer to the following summary information to contact us:

Service	Contact Information	Areas of Responsibility
Underwriting, Policy Issuance & Customer Service	Commercial Service Operations Wausau, WI 54402-8090 Phone: (800) 653-7893 Fax: (603) 427-1885 E-mail: IMS@LibertyMutual.com	- Policy production - Classifications and Rates - Experience Modification - ARAP surcharges - Loss summaries - Self Audit Payroll Reports - Disputes
Premium Auditing	Premium Audit Services PO Box 9020, Marshup 03F Dover, NH 03821-9020 Phone: (800) 231-3484 Fax: (603) 334-0291 Email: IMOAudit@LibertyMutual.com	- All preliminary and final audit adjustments performed by an auditor - Review of classifications - Disputes
Premium Billing	Premium Payments: Liberty Mutual Insurance PO Box 2027 Keene, NH 03431-7027 Correspondence: Commercial Service Operations PO Box 9502 Dover, NH 03821-9502 Phone: (800) 653-7893 Fax: (603) 334-8161 E-mail: IMS@LibertyMutual.com	- Premium billing - Premium payment processing - Statement preparation - Collection activity - Disputes
Workplace Safety	Risk Control - Consulting Center 2000 Westwood Drive Wausau, WI 54401 Phone: (866) 757-7324 Fax: (715) 843-3810 E-mail: RCCConsultingCenter@LibertyMutual.com	- Consultation Services - Safety Training Support - Risk Control Resource Support - Safety Program Review - SafetyNet Web Services



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: WCS-335-368875-015

TOP FLOOR DESIGNS CORPORATION
225 CLEVELAND AVE
LONG BRANCH NJ 07740

Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations. Products may be written in the following stock insurance company subsidiaries of Liberty Mutual Insurance.

- Liberty Mutual Insurance Company
- Liberty Mutual Fire Insurance Company
- Liberty Insurance Corporation
- LM Insurance Corporation
- The First Liberty Insurance Corporation
- Employers Insurance Company of Wausau
- Wausau Underwriters Insurance Company
- Wausau Business Insurance Company
- Wausau General Insurance Company

Not all products and coverages are available in all companies and jurisdictions.

NOTICE

The undersigned employer hereby gives notice that the payment of compensation to employees and their dependents has been secured in accordance with the provisions of the Employer's Liability Insurance Law, Title 34, Chapter 15, Article 5, Revised Statutes New Jersey, by insuring with the

LM INSURANCE CORPORATION

for the period

Beginning 10-27-2015

Ending 10-27-2016

Employer TOP FLOOR DESIGNS CORPORATION

225 CLEVELAND AVE

LONG BRANCH NJ 07740

in accordance with the above cited law, notice of compliance must be posted and maintained conspicuously in and about the employer's workplaces.

Miscellaneous Forms Schedule

WC5-338-368875-015

FORM NUMBER FORM NAME

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

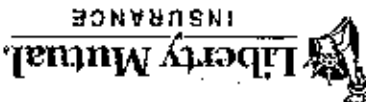
GP04756 R5	01-13	PRIVACY PRACTICE DISCLOSURE NOTICE
WSARS354	07-13	WORKPLACE SAFETY AND INJURY MANAGEMENT S
GP04621	01-96	POLICYHOLDER INFO PACKET COVER PAGE
GP04692	03-97	POLICY ENCLOSED LETTER
SNW 29 02	06-13	NT WORKERS COMP GUIDE LETTER
SNW 29 01	02-15	NT CONTACT AT A GLANCE
WLOGO	01-13	LIBERTY LOGO COVER PAGE
WC 00 00 01 A	07-11	INFORMATION PAGE - WC 00 00 01 A
GP02923	01-96	EXTENSION OF INFO PAGE
WC 99 50 04	01-15	POLICY JACKET WC 00 00 00 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

INSURANCE POLICY

INFORMATION PAGE

AR



175 Berkeley Street, Boston, MA 02116

Issued by IM INSURANCE CORPORATION

Policy Number WC5-33S-368875-015

NEW BUSINESS

Account Number 3-368875

Sub Account 0000

Issue Date 11-10-15

Issuing Office 0354

TOP FLOOR DESIGNS CORPORATION

NJ TIN

450612334000

NJ RISK ID

0804516

225 CLEVELAND AVE

LONG BRANCH, NJ 07740

Status 03 - CORPORATION

Other workplaces not shown above: SEE ITEM 4, PREMIUM - EXTENSION OF INFORMATION PAGE

2. Policy Period: The policy period is from 10-27-2015 to 10-27-2016, 12:01 A.M. standard time at the insured's mailing address.

3. Coverage

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

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	each accident
Bodily Injury by Disease	\$ 500,000	policy limit
Bodily Injury by Disease	\$ 100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: SEE ENDORSEMENT WC 29 03 99A

D. This policy includes these endorsements and schedules: SEE EXTENSION OF INFORMATION PAGE

4. Premium: 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 \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
	Number	Estimated Annual Remuneration		
Minimum Premium	\$	900	(NJ)	Total Estimated Annual Premium \$
Premium will be billed	ANNUAL			4,806

Producer 0004-132324

ROBERT J WILKINS INSURANCE AGENCY

52 W MAIN ST

BOGOTA NJ 07603

WC 00 00 01 A

Ed. 07/01/2011

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WC 00 00 01 B (CA)

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State of: NEW JERSEY

Classification of Operations		Code	No.	Premium Basis	Rate	Estimated Annual Premium
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy						
0001-01	TOP FLOOR DESIGNS CORPORATION					
	FEIN # 45-0612334					
	SIC CODE 1751					
	NAIC CODE 238350					
	NJ TAXPAYER ID# 450612334000					
	225 CLEVELAND AVE					
	LONG BRANCH NJ 07740					
	CARPENTRY-INSTALLATION OF	5437	\$	31,720	11.66	\$ 3,699.00
	FINISHED WOODEN FLOORING					
	TOTAL CLASS PREMIUM					
	STANDARD TOTAL					
	PLAN PREMIUM ADJ PROGRAM 1.17	0942				
	EXPENSE CONSTANT	0900				
	TERRORISM	9740				
	CATASTROPHE (OTHER THAN					
	CERTIFIED ACTS OF					
	TERRORISM)	9741				
	SECOND INJURY FUND					
	SURCHARGE	0935				
	UNINSURED EMPLOYERS' FUND					
	SURCHARGE	0936				
	FINAL TOTAL					
	POLICY TOTAL ESTIMATED COST					

Experience Modification:

NJ RISK ID: 0804516

Policy No. WCS-335-368875-015

Page No. 1

Endorsement Schedule

WCS-33S-368875-015

FORM NUMBER FORM NAME

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

CNM 90 06	PRODUCER PACKAGE
WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 21 D	CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 B	TERRORISM RISK BGM REAUTH ACT DISCL ENDT
WC 29 03 06 B	NO PART TWO EMPLOYERS LIABILITY ENDT
WC 29 03 09 A	NO LIMITED OTHER STATES INSURANCE ENDT
WC 29 03 10	NO WRKS COMP INS PLAN ELIGIBILITY ENDT
WC 29 04 10	NO CONSTRUCTION CLASS PREMIUM ADJ ENDT
WC 29 06 03	NO PARTICIPATING PROVISION ENDORSEMENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

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D. Cancellation	8
E. Sole Representative	8

Important: This Quick Reference is not part of the Workers Compensation and Employers 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.

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 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.

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.

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

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

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

I. Actions Against Us

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.

H. Recovery From Others

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

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

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.

They apply as explained below.

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

G. Limits of Liability

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.

F. Other Insurance

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.

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:

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

C. Transfer of Your Rights and Duties

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.

B. Long Term Policy

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.

A. Inspection

PART SIX - CONDITIONS

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.

G. Audit

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

F. Records

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

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

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.

E. Final Premium

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.

D. Premium Payments

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.

DATE OF ISSUE: 11-10-15

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 B), 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:

- It is an act that is violent or dangerous to human life, property, or infrastructure;
- 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
- 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.

State	Schedule	Rate	Premium
NJ		.01	\$ 3

COMPANY NAME: TM INSURANCE CORPORATION

POLICY NUMBER: WGS-338-368875-015

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 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

Definitions

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"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:

- 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 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, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate insured losses exceed \$100,000,000 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

- Insured losses would be partially reimbursed by the United States Government. If the aggregate industry insured losses exceed:

- \$100,000,000, with respect to such insured losses occurring in calendar year 2015, the United States Government would pay 85% of our insured losses that exceed our Insurer Deductible.
- \$120,000,000, with respect to such insured losses occurring in calendar year 2016, the United States Government would pay 84% of our insured losses that exceed our Insurer Deductible.
- \$140,000,000, with respect to such insured losses occurring in calendar year 2017, the United States Government would pay 83% of our insured losses that exceed our Insurer Deductible.
- \$160,000,000, with respect to such insured losses occurring in calendar year 2018, the United States Government would pay 82% of our insured losses that exceed our Insurer Deductible.

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 the 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.

POLICY NUMBER: WCS-335-368875-015 COMPANY NAME: TM INSURANCE CORPORATION

NEW JERSEY LIMITED OTHER STATES INSURANCE ENDORSEMENT

Part Three - Other States Insurance is amended to read:

A. How This Insurance Applies

1. We will pay promptly, when due, the benefits required of you by the workers' compensation law of any state not listed in Item 3.A. of the Information Page, if all of the following conditions are met:

- a. The employee claiming benefits was employed under a contract of hire made in a state listed in Item 3.A. of the Information Page and was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and

- b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers' compensation coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers' compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and

- c. The duration of the work being performed by the employee claiming benefits in a state other than those listed in Item 3.A. of the Information Page is temporary.

2. If we are not permitted to pay the benefits directly to persons entitled to them under circumstances described in Item 1 above, we will reimburse you for the benefits required to be paid.

3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers' compensation law.

IMPORTANT NOTICE!

If you hire any employees outside of New Jersey to work principally outside of New Jersey or you begin operations in any state other than New Jersey, you must obtain insurance coverage in that state and do whatever else may be required under that state's law, as this Limited Other States Endorsement does not satisfy the requirements of that state's workers' compensation law.

POLICY NUMBER: WC5-33S-368875-015 COMPANY NAME: IM INSURANCE CORPORATION

NEW JERSEY
WORKERS' COMPENSATION INSURANCE PLAN ELIGIBILITY ENDORSEMENT

The following provision is added to the Policy in Part Six - Conditions

F. Assigned Risk Eligibility

1. You are unable to obtain coverage through the New Jersey voluntary workers' compensation insurance market.
 2. You will not be in default of premium on any New Jersey workers' compensation insurance policy.
 3. You will have complied and will continue to comply with all laws, orders, rules and regulations in force and effect relating to the welfare, health and safety of your employees, including, but not limited to:
 - a. You will comply with our right to inspect and recommendations resulting therefrom, as described in this part. Nothing contained herein alters the policy Provisions of Part 6 - Conditions; and
 - b. You will keep records or information needed to compute premiums as described in PART FIVE - PREMIUM, G. AUDIT, and provide us with copies of those records when we ask for them; and
 - c. You will let us examine and audit your records and otherwise fully cooperate with our attempts to conduct premium audits or inspect the workplaces.
 4. Insurance Rate Service Organizations have the same rights we have under this provision.
- Your compliance with each eligibility condition is material to the continuation of coverage through the New Jersey Workers' Compensation Insurance Plan. We may, to the extent allowed by the New Jersey Compensation Rating & Inspection Bureau, initiate a mid-term cancellation, if you fail to comply with any of these policy conditions.

WC 29 04 10

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: WC5-338-368875-015 COMPANY NAME: LM INSURANCE CORPORATION

NEW JERSEY CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for this policy may be adjusted by a New Jersey Construction Classification Premium Credit. The credit, if applicable, was not available when the policy was issued. If you qualify, we will issue an endorsement to include the credit after it is calculated.

DATE OF ISSUE: 11-10-15

Copyright Compensation Rating and Inspection Bureau

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DATE OF ISSUE: 11-10-15

NEW JERSEY PARTICIPATING PROVISION ENDORSEMENT

POLICY NUMBER: WC5-338-368875-015 COMPANY NAME: LM INSURANCE CORPORATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 06 03

You may be entitled to participate in a distribution of the surplus or excess premium of the company to such extent and upon such conditions as shall be determined by the board of directors of the company provided you have complied with all the terms of the policy including the payment of premiums.

Neither dividends nor any factors used in their calculation may be guaranteed.

Dividends will be payable only for a policy period that has expired.

By the purchase of this policy you do not obtain any contractual right to a dividend.