THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Honorable Judge Paul M. Burch

Case Nos.
2006-CP-26-3194R
2006-CP-26-3195R
2006-CP-26-3196R

THELMA M. POCH, as the Personal Representative for the ESTATE OF KENNETH O. POCH — Appellant,

v.

BAYSHORE CONCRETE PRODUCTS/ SOUTH CAROLINA, INC., BAYSHORE CONCRETE PRODUCTS CORPORATION, TIDEWATER SKANSKA GROUP, INC., and TIDEWATER SKANSKA, INC. — Defendants.

of whom BAYSHORE CONCRETE PRODUCTS/SOUTH CAROLINA INC., BAYSHORE PRODUCTS CORPORATION ARE THE — Respondents.

KEVIN KEY and SANDRA KEY, — Appellants,

v.

BAYSHORE CONCRETE PRODUCTS/ SOUTH CAROLINA, INC., BAYSHORE CONCRETE PRODUCTS CORPORATION, TIDEWATER SKANSKA GROUP, INC. and TIDEWATER SKANSKA INC., of whom BAYSHORE CONCRETE PRODUCTS/ SOUTH CAROLINA, INC. and BAYSHORE CONCRETE PRODUCTS CORPORATION are — Respondents.

THELMA M. POCH, individually and as Personal Representative for the ESTATE OF KENNETH O. POCH, and JULIUS POCH, — Appellants,

v.

BAYSHORE CONCRETE PRODUCTS/ SOUTH CAROLINA, INC., BAYSHORE CONCRETE PRODUCTS CORPORATION TIDEWATER SKANSKA GROUP, INC., and TIDEWATER SKANSKA INC., — Defendants.

of whom BAYSHORE CONCRETE PRODUCTS/ SOUTH CAROLINA, INC. and BAYSHORE CONCRETE PRODUCTS CORPORATION are — Respondents.

RESPONDENTS' MOTION TO SUPPLEMENT THE RECORD ON APPEAL

NOW COMES the Respondents Bayshore Concrete Products Corporation and Bayshore Concrete Products, South Carolina, Inc. and moves this honorable court to supplement the Record on Appeal with a copy of Respondents' workers' compensation policy, which would have covered Respondents for the injuries to Petitioners Poch and Key. The policy clearly shows that Respondents did have workers' compensation insurance coverage at the time of the underlying occurrence and injury of the Petitioners and, therefore, Respondents satisfy the requirements of Harrell v. Pineland, 337 S.C. 313, 523 S.E.2d 766 (S. Ct. 1999) and are immune from Petitioners' lawsuit under the statutory employers' provision of the Workers' Compensation Act.

PROCEDURAL POSTURE

The Supreme Court of South Carolina granted Petitioners' Writ of Certiorari in this matter and the Petitioners and Respondents appeared before the Court on January 23, 2013, to conduct oral arguments. One of the issues on appeal was whether Respondents had obtained workers' compensation coverage and, thus, whether Respondents were immune from tort liability, pursuant to Harrell v. Pineland. Both Chief Justice Toal and Justice Beatty asked questions concerning the lack of the actual workers' compensation insurance policy in the record on appeal. In response to these concerns, Respondents replied that the Affidavit of Richard Stadler, underwriter for Travelers, clearly stated that there was coverage for the Petitioners under the existing workers' compensation insurance policy. While Respondents maintain that the Affidavit of Richard Stadler is sufficient to support that Respondents are immune under Harrell v. Pineland, the Respondents wish to supplement the record with the Respondents' workers' compensation policy for St. Paul Travelers in order to resolve any doubts regarding the issue of whether Respondents have workers' compensation insurance coverage which would have covered Respondents at the time of this accident.

JURISDICTION AND STANDARD OF REVIEW TO HEAR MOTION

The issue of whether workers' compensation exclusivity prevents Petitioners from suing Respondents for a tort action in the Court of Common Pleas is a matter of subject matter jurisdiction. In matters where the trial court has made a final determination upon the applicability of workers compensation exclusivity, that an employer is immune from liability as a statutory employer, or upon the jurisdiction of the Workers'

Compensation Act, the question on appeal is one of law and the court reviews the entire record and decides the jurisdictional facts in accord with the preponderance of the evidence. See Cooke v. Palmetto Health Alliance, 367 S.C. 167, 172-173, 624 S.E.2d 439, 441 (S.C.App. 2005). This court has de novo power of review of the facts and record in subject matter jurisdiction cases.

The record contained evidence that Respondents had an applicable workers compensation policy, and, thus, workers compensation coverage, at the time of the underlying incident. Specifically, Richard Stadler, a Travelers Insurance underwriter who was familiar with the policy covering Bayshore Corp. and Bayshore SC, testified that both entities had a workers' compensation policy that covered both Petitioners. (R. pp. 844-45). Further, Keith Colonna, president of both Bayshore Corp. and Bayshore SC, testified about the workers' compensation insurance, which was "secured" for both companies through a construction umbrella policy at the time of the incident. (R. pp. 611-15). While Harrell v. Pineland does not specifically require a copy of the actual workers compensation policy be placed into the record, and, to that extent, Respondents believe they have complied with the requirements of that case, Chief Justice Toal and Justice Beatty did express interest in reviewing the policy at oral argument. Since, the existence of the workers compensation policy is preserved in the record, and, to the extent that this Court has expressed an interest in reviewing said policy, and since this Court has the power to review the facts de novo, this Court has the ability to accept a supplementation of the record to include the actual applicable workers compensation policy, in order to determine the applicability of workers compensation exclusivity in this action.

Moreover, supplementing the record will also be in the interest of judicial economy. If this Court's objective were to review the actual workers compensation policy, the only other manner to get the policy before the Court would be to remand the matter to the trial court, just to introduce the policy into the record. Then the matter might have to then this matter could be appealed back up through the Court of Appeals and then again to the Supreme Court solely to do that which this court currently has the ability to do, which is to review the policy and determine that Respondents had obtained the proper workers' compensation insurance coverage.

ARGUMENT

The workers' compensation policy, attached as Exhibit A, clearly covers the Respondents for the injuries of any employees during that time frame. Keith Colonna, president of Bayshore Corp. And Bayshore SC testified that Respondents were covered under a Tidewater Skanska umbrella policy. Exhibit A is the entire 500 page umbrella policy.

Exhibit B is the Information Page, Travelers Doc **MGMT 0002** (from Exhibit A) which shows Items 1, 2, 3, and 4. Item 2 shows the workers compensation policy coverage period as August 31, 2001, through August 31, 2002, (the accident occurred on June 6, 2002. Item 3A of Exhibit B shows that the policy applies to the workers compensation laws of South Carolina.

Exhibit C is Travelers Doc MGMT 0006 (from Exhbiit A), Extension of Information Page, Item 1, which shows both Bashore Concrete Products Corp. And Bayshore

Concrete Products/South Carolina, Inc. were covered entities under this policy, as additional named insureds.

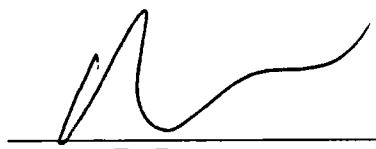
Exhibit D is Travelers Doc MGMT 00073-80 (from Exhibit A) which shows the Terms and Conditions for the Policy. The General Section, subsection B, shows Bayshore Corp. and Bayshore SC are insured entities by being listed in Exhibits B and C, collectively. General Section, subsection C states that South Carolina workers compensation laws apply. Specifically, this section allows coverage of employees, as defined by South Carolina statute, which, therefore, includes statutory employees. General Section, subsection E covers all workplaces in Item 3A of Exhibit B, and therefore covers South Carolina workplaces. Part One - Workers Compensation Inusrance, subsection A1 of Exhibit D, Travelers Doc MGMT, 00074, covers bodily injury and death which occurs during the policy period. Part Two - Employers Liability Insurance, subsection A1-2 of Exhibit D, Travelers Doc MGMT 00076, covers bodily injury and death arising ouf ot and in the course of the injured employee's employment, when the employment is necessary or incidental to the employer's work.

Should this Court determine that Petitioners were, in fact, statutory employees of both Bayshore South Carolina and Bayshore Corporation, then the policy would clearly cover Petitioners as employees. Moreover, both Bayshore Corporation and Bayshore South Carolina are clearly indicated as covered entities under the policy. In conjunction with the Affidavit of Richard Stadler, there can be no doubt that the attached workers' compensation policy would have covered Respondents for the injuries to Petitioners and had the Petitioners been unable to secure workers' compensation benefits from job place. Thus, the elements of Harrell v. Pineland are satisfied, and both Bayshore Corporation and

Bayshore South Carolina are immune to tort liability pursuant to the exclusivity provisions of the Workers' Compensation Act.

CONCLUSION

For the reasons stated above, in oral argument, and in Respondent's briefs to this Court, the Respondents respectfully requests this Court find Respondents are statutory employers and immune to tort liability for the Petitioner's claims and to affirm the ruling of the lower courts, including the trial court and the Court of Appeals.



Barrett R. Brewer
Clawson & Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC 29492-8144
(843) 577-2026

Attorneys for Respondents

2010-149288

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM HORRY COUNTY
Court of Common Pleas
Paul M. Burch
Circuit Court Judge

RECEIVED
MAY 21 2013
S.C. Supreme Court

Opinion No. 4617
Case Nos.
2006-CP-26-3194R
2006-CP-26-3195R
2006-CP-26-3196R

CERTIFICATE OF SERVICE
RESPONDENTS' MOTION TO SUPPLEMENT THE RECORD ON APPEAL

Thelma M. Poch, as Personal Representative for the Estate of Kenneth O. Poch,.....Petitioner,

v.

Bayshore Concrete Products/South Carolina, Inc. Bayshore Concrete Products Corporation, Tidewater Skanska Group, Inc., and Tidewater Skanska, Inc.,.....Defendants,

Of whom Bayshore Concrete Products/South Carolina, Inc., Bayshore Concrete Products Corporation are the .....Respondents.

and

Kevin Key and Sandra Key.....Petitioners,

v.

Bayshore Concrete
Products/South Carolina, Inc.
Bayshore Concrete Products
Corporation, Tidewater
Skanska Group, Inc., and
Tidewater Skanska, Inc.,.....Defendants,

of whom Bayshore Concrete
Products/South Carolina, Inc.
Bayshore Concrete Products
Corporation are the .....Respondents.

and

Thelma M. Poch, as Personal
Representatives for the Estate of
Kenneth O. Poch and Julius
Poch.....Petitioners,

v .

Bayshore Concrete
Products/South Carolina, Inc.,
Bayshore Concrete Products
Corporation, Tidewater, Inc. And
Tidewater Skanska, Inc. .....Defendants,

of whom Bayshore Concrete
Products/South Carolina, Inc.
Bayshore Concrete Products
Corporation are the .....Respondents.

and

Kevin Key and Sandra Key, ...Petitioners,

v.

Bayshore Concrete
Products/South Carolina, Inc.,
Bayshore Concrete Products
Corporation, Tidewater, Inc. And

Tidewater Skanska, Inc. .....Defendants,

of whom Bayshore Concrete Products/South Carolina, Inc. Bayshore Concrete Products Corporation are the .....Respondents.

and

Thelma M. Poch, as Personal Representatives for the Estate of Kenneth O. Poch and Julius Poch.....Petitioners,

v.

Bayshore Concrete Products/South Carolina, Inc., Bayshore Concrete Products Corporation, Tidewater, Inc. And Tidewater Skanska, Inc. .....Defendants,

of whom Bayshore Concrete Products/South Carolina, Inc. Bayshore Concrete Products Corporation are the .....Respondents.

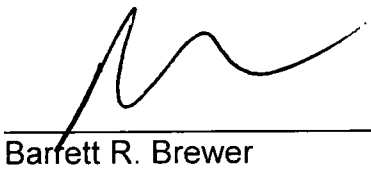
I certify that I have served the Respondents' Motion to Supplement the Record on Appeal on the Clerk of Supreme Court and on Counsel for the Petitioners by serving copies of the same via U.S. Mail on Wednesday, May 16, 2013, pursuant to Rules 240 and 262 (a)(2), SCACR to the following:

Christine Companion Varnado, Esquire
James Scott Luck, Esquire
SEIBELS LAW FIRM, P.A.
127 King Street, Suite 100
Charleston, SC 29401
Telephone: (843) 722-6777
Fax: (843) 722-6781

and

John R. Kuhn, Esquire
Kuhn & Kuhn, LLC
39 Broad Street, Suite 301
Charleston, SC 29401
Phone: (843) 577-3700

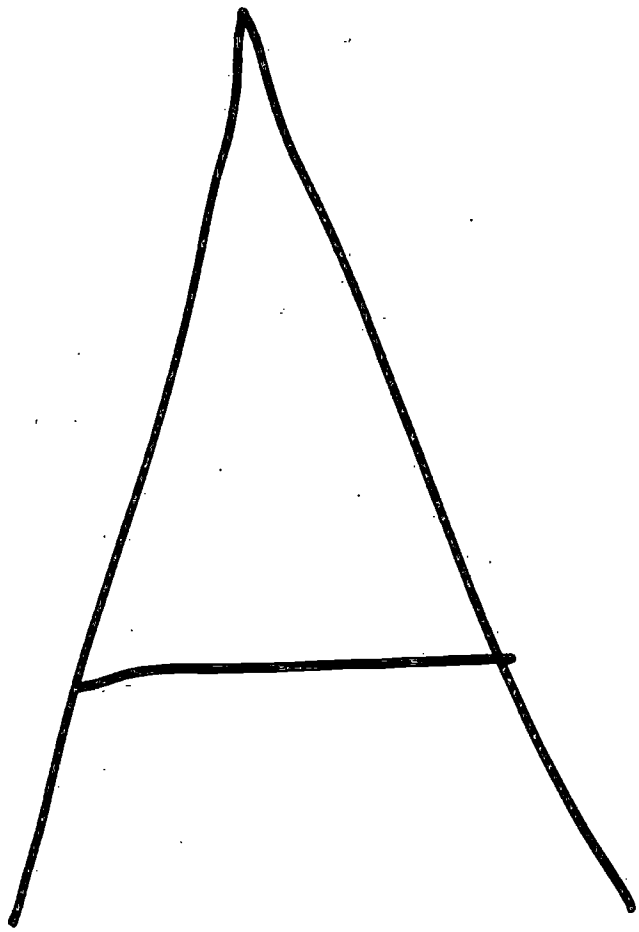
CLAWSON AND STAUBES, LLC



Barrett R. Brewer
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492-8144
(843) 577-2026

Attorney for the Respondents

Charleston, South Carolina
May 16, 2013



INCOMPLETE POLICY

This notification is affixed to a policy that is missing forms and/or endorsements, including the one(s) listed below, which may have been included in the originally-issued policy. After a diligent search of company records available as of this date, we could not locate these forms and/or endorsements.

Discrepancy between formlist and content used not listed. 44477 Ed-4-91
processing date 1/23/01.

Waiver of Rights of Recovery Endorsment-Automobile Liability Protection 40502 1-80

Additional Protected Persons-Commercial Automobile 40502 1-80

Contractors CGL Deductibles Endorsement-Deductibles Apply To Damages & Claim Expenses-Limits Are Reduced by Ded. Amt. 40502 1-80

No additional insurance is afforded by this copy.

ST. Paul Fire and Marine Insurance Co.
Name of Insuring Company

K K02900157
Policy Number

3/22/13
Date

Please see Attached page.

K Kupec
Kenneth Kupec, Second Vice President
BI Document Management

INCOMPLETE POLICY

This notification is affixed to a policy that is missing forms and/or endorsements, including the one(s) listed below, which may have been included in the originally-issued policy. After a diligent search of company records available as of this date, we could not locate these forms and/or endorsements.

Auto Liability Deductibles Endorsement - Deductibles Apply To Damages And Claim Expenses - Limit Is Reduced By The Deductible Amount 40503 1-80

40502 1-80

Drive Other Car Endorsement 44198 12-83

No additional insurance is afforded by this copy.

ST PAUL Fire and Marine Insurance Co.

Name of Insuring Company

KK02900157

Policy Number

3/22/13

Date

Kenneth Kupec, Second Vice President
BI Document Management

INTRODUCTION

The St Paul

This policy protects against a variety of losses. There are also some restrictions. We've written this policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and what is not covered, as well as the rights and duties of those protected.

Policy Number: KK02900157

JERICHO
ONE JERICHO PLAZA
JERICHO NY 11753-1680

In return for your premium, we'll provide the protection stated in this policy.

We, us, our, and ours mean **St. Paul Fire and Marine Insurance Company.** We're a capital stock company located in St. Paul, Minnesota.

The words you, your, and yours mean the insured named here, which is a/an
CORPORATION

TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501

Your policy is composed of General Rules, an explanation of What To Do If You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The Policy Forms List shows all the forms included when this policy begins.

One of our authorized representatives will also countersign the policy.

This policy will begin on 08/31/00
and will continue until 08/31/03

Your former policy number: NEW
is automatically replaced

Your premium for the policy period shown is: $330,216.00**

However, please refer to the Premiums section of the General Rules to see how final premiums are determined.

**SEE COMPOSITED RATED PREMIUM ADJUSTMENT SUMMARY-GL088

Our authorized representative is:
3168001
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

Authorized Representative Date

Jay S. Fishman
President

Secretary

Processing Date 12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

(SEE BROAD NAMED INSURED SCHEDULE)

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

POLICY FORM LIST The St Paul

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
Uninsured Motorists Rejection-Selection End	44324	08-86
Introduction - St. Paul Fire And Marine Insurance Company	40800	05-87
Policy Form List	40705	05-84
Broad Named Insured Schedule-SKANSKA	40502	01-80
Composite Rated Premium Adjustment Summary	GL088	05-95
General Rules	40701	09-96
General Rules - Virginia	40772	11-99
General Rules - Texas - Liability	40815	12-99
Waiver Of Rights Of Recovery Endorsement - Commercial General Liability	43390	10-93
Earlier Notice Of Cancellation Or Nonrenewal By Us Endorsement	43704	10-97
Arizona Required Endorsement	40760	06-99
California Required Endorsement	40769	10-99
Colorado Required Endorsement	40560	12-94
District Of Columbia Required Endorsement	40580	09-96
Florida Required Endorsement	40738	09-99
Georgia Required Endorsement	40518	12-99
Kansas Required Endorsement	40521	03-00
Maryland Required Endorsement	40522	01-00
New Mexico Required Endorsement	40547	01-00
North Carolina Required Endorsement	40527	06-95
Oklahoma Required Endorsement	40740	09-93
South Carolina Required Endorsement	40529	02-00
Utah Required Endorsement	40768	05-92
Commercial Auto Required Endorsement - Arizona	44340	12-94
Commercial Auto Required Endorsement - California	44270	08-97
Commercial Auto Required Endorsement - Colorado	44508	07-99
Commercial Auto Required Endorsement - District Of Columbia	44260	06-97
Commercial Auto Required Endorsement - Florida	44038	01-97
Commercial Auto Required Endorsement - Georgia	44039	05-94
Commercial Auto Required Endorsement Kansas	44044	09-99
Commercial Auto Required Endorsement - Maryland	44177	06-99
Commercial Auto Required Endorsement-NM	44369	01-87
CommercialAuto Required Endorsement - North Carolina	44226	05-98
Commercial Auto Required Endorsement - Oklahoma	44192	11-97
Commercial Auto Required Endorsement - South Carolina	44200	11-96
Commercial Auto Required Endorsement - Utah	44483	07-99
What To Do If You Have A Loss	40814	11-91
Contractors Excess Insurance Endorsement	40502	01-80
Notice Of An Event Endorsement	40502	01-80
Contractors Primary Insurance Clause Endorsement	40502	01-80
Contractors Employees As Protected Persons Endorsement	40502	01-80
Contractors Rework Protection Coverage Summary	40502	01-80
Contractors Rework Protection	40502	01-80
Additional Protected Persons Endorsement-Contractors General	40502	01-80

Name of Insured TIDEWATER SKANSKA GROUP INC. **Policy Number** KK02900157 **Effective Date** 08/31/00 **Processing Date** 12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co.1995

Liability- Including Completed Work		
Equipment Lessors As Protected Persons Endorsement	40502	01-80
Contractors Comm. General Liab. Prot. Coverage Summary	47174	04-91
Contractors Commercial General Liability Protection	47175	01-97
Virginia Auto, Mobile Equipment, Nonowned Watercraft Operators, And Owned Aircraft Operators Endorsement	47099	10-99
Fellow Employee Bodily Injury Endorsement - Described Supervisory Positions	47169	01-96
Governmental Immunity Endorsement	43576	01-96
Motor Vehicle Insurance Law Endorsement	43577	07-85
Waste Products Or Completed Work Redefined Endorsement	G0349	11-97
Watercraft Endorsement	43404	07-85
Limitation Of Coverage To First Manifested Bodily Injury or Property Damage Endorsement	40502	01-80
Damage To Your Products Or Completed Work Endorsement	40502	01-80
Contractors Commercial General Liability Deductible Endorsement- Deductibles Apply To Damages & Claim Expenses-Limits Are Reduced By The Deductibles Amounts	40502	01-80
Auto Coverage Summary	44460	04-91
Auto Coverage Summary - Continued	44462	04-91
Optional No-Fault Coverage Summary - Colorado	44219	04-00
Optional No-Fault Coverage Summary-Florida	44211	01-87
Optional No-Fault Coverage Summary - Utah	44216	09-94
Auto Schedule	44463	04-91
Republic Of Mexico Auto Liability Coverage Endorsement	A0136	08-98
Auto Liability Protection	44449	12-93
Endorsement For Motor Carrier Policies Of Insurance For Public Liability Under Sect. 29 and 30 of Motor Carrier Act	MCS90	03-96
Autos Rented By Employees Endorsement	A0173	12-99
Drive Other Car Endorsement	44477	04-91
Employees As Protected Persons Endorsement	44130	12-83
Hired Autos Covered As Owned Autos Endorsement	44307	01-86
Uninsured And Underinsured Motorists Protection - Arizona	44024	05-00
Uninsured And Underinsured Motorists Protection - California	44119	02-00
Uninsured Motorists Protection - Colorado	44257	01-00
Uninsured And Underinsured Motorists Protection - District Of Columbia	44259	10-97
Uninsured and Underinsured Motorists Protection - Florida - Nonstacking	44094	10-97
Uninsured And Underinsured Motorists Protection - Georgia	44023	09-99
Uninsured And Underinsured Motorists Protection - Kansas	44029	07-99
Uninsured And Underinsured Motorists Protection - Maryland	44085	11-99
Uninsured And Underinsured Motorists Protection New Mexico	44079	09-99
Uninsured And Underinsured Motorists Protection - North Carolina	44097	10-97
Uninsured And Underinsured Motorists Protection - Oklahoma	44089	10-97
Uninsured And Underinsured Motorists Protection - South Carolina	44091	09-99
Uninsured Motorists Protection - Utah	44351	12-99
Underinsured Motorists Protection - Utah	44506	07-99
Uninsured Motorists Property Damage Protection - Utah	44507	02-00
Uninsured & Underinsured Mot. Pun. Dam. Excl. Endt	44372	01-88
Colorado No-Fault Auto Protection	44015	04-00

©St.Paul Fire and Marine Insurance Co.1995

POLICY FORM LIST

The St Paul

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
District of Columbia No-Fault Auto Protection	44122	01-87
Florida No-Fault Auto Protection	44102	03-00
Kansas No-Fault Auto Protection	44112	05-99
Maryland No-Fault Auto Protection	44087	11-99
Utah No-Fault Auto Protection	44106	07-99
Auto Medical Payments Protection	44472	04-99
Auto Physical Damage Protection	44455	07-96
Waiver Of Rights Of Recovery Endorsement-Automobile Liability Protection	40502	01-80
Auto Pollution Broadening Endorsement	40502	01-80
Additional Protected Persons-Commercial Automobile	40502	01-80
Auto Pollution Broadening Endorsement	40502	01-80

Name of Insured TIDEWATER SKANSKA GROUP INC.

Policy Number KK02900157 **Effective Date** 08/31/00

Processing Date 12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co.1995

UNINSURED MOTORISTS REJECTION - SELECTION ENDORSEMENT - NEW MEXICO

The St Paul

This endorsement shows whether you have rejected Uninsured Motorists Protection or chosen different Uninsured Motorists Limits of Coverage.

How Your Coverage Is Changed

KK02900157

TIDEWATER SKANSKA GROUP INC.

Agency Name and Address:

☐ I have chosen to reject Uninsured and Underinsured Motorists Protection.

☐ I don't want Uninsured and Underinsured Motorists Limits of Coverage that are the same as my Auto Liability Limits. I have chosen to select Uninsured and Underinsured Motorists Limits of:

Signature of First Named Insured Date

©St.Paul Fire and Marine Insurance Co.1986

Broad Named Insured Schedule-SKANSKA

Broad Named Insured: "Skanska (USA) Inc. including any and all subsidiaries, affiliated or Allied Companies, Corporations, Firms, Entities, Organizations, or Joint Ventures as now or hereafter constituted for which the Named Insured has assumed the responsibility of purchasing insurance and for which coverage is not otherwise specifically provided, including but not limited to, the following:

TIDEWATER SKANSKA GROUP INC.
BAYSHORE CONCRETE PRODUCTS CORP.
CDK CONTRACTING CO.
CDK CONTRACTING CO./JFK COMPANY
NIELSONS INC.
WEST STATE CONSTRUCTORS INC.
TIDEWATER CONSTRUCTION CORP.
TIDEWATER EQUIPMENT CORPORATION
ECHOLS BROTHERS INC.
FAIRFIELD BRIDGE CO. INC.
DRYDOCK BUILDERS
BAYSHORE PRODUCTS/CHESAPEAKE
NIELSONS INC. dba: COLORADO CONSTRUCTORS

Other Terms

All other terms of your policy remain the same.

40502 Ed.1-80 Printed in U.S.A. Customized Form
©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

COMPOSITE RATED PREMIUM ADJUSTMENT SUMMARY

The St Paul

This summary applies to your:
Multicover Package Policy

What This Summary Does

All or part of your composite rated premium is estimated because it's based on estimated exposure. This summary shows when and how we'll use actual exposure to figure your actual premium.

Exposure means the amount of premium basis developed for each coverage shown in the Premium Adjustment Table.

When we'll figure your actual premium. We'll figure your actual premium at the end of the policy year. If an interim audit period is shown, we'll also figure your premium at the end of each such period during the policy year.

You agree to promptly provide your actual exposure for the policy year, and if shown, each interim audit period, when we request that information or make a physical audit.

How we'll figure your actual premium at the end of the policy year. We'll multiply your actual exposure by the rate shown in the Premium Adjustment Table. This will determine your actual premium for the policy year. If it's more than the premium we previously charged, you'll pay the balance when due. If it's less, you'll get credit for the difference. But you won't pay less than the highest minimum premium shown for each coverage with an actual exposure for the policy year.

How we'll figure your actual premium during the policy year. If an interim audit period is shown, we'll multiply your actual exposure by the rate shown in the Premium Adjustment Table. This will determine your actual premium for that period. You'll pay this premium when due, in addition to any other premium we previously charged.

Other Terms

All other terms of your policy remain the same.

Interim audit period: Annual

Premium Adjustment Table

The following applies from 08/31/00 to 08/31/01 :

Coverage: Commercial General Liability

Premium basis	Estimated exposure		Rate applies per 100		Estimated premium		Minimum premium
☒ Receipts	264,585,000	X	.093	=	$246,064.00	OR	$N/A

Name of Insured TIDEWATER SKANSKA GROUP INC.

Policy Number KK02900157 **Effective Date** 08/31/00

Processing Date 12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co. 1995 All Rights Reserved

The St Paul

The following applies from 08/31/00 to 08/31/01 :

Coverage: Commercial Automobile - Liability Only

Premium basis	Estimated exposure		Rate applies per Each Unit		Estimated premium		Minimum premium
☒ Power Unit	314	X	268.00	=	$84,152.00	OR	$N/A

Virginia Autos Covered Under Separate Policy No. KA02900026

The following applies from to :

Coverage:

Premium basis	Estimated exposure		Rate applies per		Estimated premium		Minimum premium
☐		X		=	$	OR	$

The following applies from to :

Coverage:

Premium basis	Estimated exposure		Rate applies per		Estimated premium		Minimum premium
☐		X		=	$	OR	$

©St.Paul Fire and Marine Insurance Co. 1995 All Rights Reserved

These rules apply to the entire policy unless you're notified otherwise.

Special Rights And Duties Of The First Named Insured

You agree that when more than one insured is named in the introduction, the first named insured has special rights and duties. These rights and duties are explained in the following General Rules:

- Premiums.
- Cancellation.
- Policy Changes.

Your Policy Period

Insuring agreements in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Insuring agreements or endorsements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If all or part of this policy is cancelled for any reason before that date, that coverage will end at 12:01 a.m., standard time, on the cancellation date.

Premiums

We compute the premium you pay for this policy using information available at the time. So, all or part of your premium may be based on estimates. If estimates are used, we'll compute your actual premium when complete information is available at the end of the policy period. If it's more than you've paid, you'll owe us the difference. If it's less, we'll return the difference.

In any event, you won't pay less than any minimum annual premium agreed on.

The first named insured is responsible for paying all premiums and will be the one to whom we'll pay any return premiums.

In some instances, such as when coverage under your policy is changed, there may be a difference in your premium. If this happens, either you will owe us additional premium or we will owe you a refund. If the difference in premium that you owe us is $15 or less, we'll waive this amount. If the difference in premium we owe you is $15 or less, we won't refund this amount unless you request that we refund it. We'll apply this waiver of premium practice separately each time your policy is endorsed.

You must keep accurate records of the information we'll need to compute your premium. Your agent can explain the type of records we'll need. The first named insured agrees to send copies of these records at the end of each policy period - or any other time we request them.

Our Right To Inspect And Audit

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. We're not, however, required to make inspections. Nor will we guarantee that your property or operations are safe, or that they conform to any laws, codes, standards or regulations. This rule also applies to any organization which makes insurance inspections, surveys, reports or recommendations for us. You also agree to let us examine and audit your financial books and records that relate to this insurance at any time up to 3 years after this policy ends

Policy Changes

This policy contains all the agreements between you and us concerning this insurance. The first named insured is

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

authorized to make changes in this policy with our consent. This policy can only be changed by a written form included as part of the policy. This form must be signed by one of our authorized representatives.

We make changes in our standard insurance policy forms from time to time. These changes must conform to state law and are filed with insurance supervisory authorities for approval. While your coverage is in force we can make any change in the form of this policy that broadens or extends your coverage. If we do, and the change can be added to your policy without increasing the premium, you'll automatically receive the benefit of the extended or broadened coverage on the day the change is effective in your state.

Assignment And Transfers

Neither you nor anyone else covered under this policy can assign or turn over your interest in it without our written consent attached to the policy.

However, there is one exception. If you are an individual named insured and you die, your rights and duties will be transferred to your legal representative; but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties concerning that property.

Cancellation

The first named insured can cancel this policy in whole or part at any time.

To cancel, the first named insured must deliver the policy or the part to be cancelled to us or to any of our authorized agents. If this isn't possible notify us by mail and include the date coverage is to end. We'll refund the unused premium to the first named insured, less a charge for early cancellation.

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least 30 days before coverage will end: 10 days if we're cancelling for nonpayment of premium. If notice is mailed, proof of mailing to the first named insured's last mailing address known to us will be considered proof you were notified. Any unused premium will be refunded to the first named insured as soon as possible. However, the cancellation will be effective whether or not we've made or offered a refund.

Recovering Damages From A Third Party

Any person protected under this policy may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible after a loss to preserve any right of recovery available. If we make a payment under this policy that right of recovery will belong to us. If we recover more than we've paid, the excess will belong to the person who had the loss. But we'll deduct our recovery expenses first.

Fraud And Misrepresentation

This policy is void if you or any other protected person hide any important information from us, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance - either before or after a loss. Of course, everyone makes mistakes. Unintentional errors or omissions won't affect your rights under this policy

Appraisal Of Property Disputes

If your policy includes property insurance and agreement can't be reached on the amount of a property loss or the value of the property, the following procedure will be used:

1. One of us will make a written demand for an appraisal.

2. Each will select a competent and impartial appraiser and notify the other of the selection within 30 days of the demand.

3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding..

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

If we submit to an appraisal, we'll still retain our right to deny the claim.

How State Law Affects This Policy

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

Lawsuits Against Us

No one can sue us to recover under this policy unless all of its terms have been lived up to.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within 2 years after the date on which the direct physical loss or damage occurred. State law gives you more time for property located in these states:

- North Dakota, North Carolina, Maryland - 3 years
- Wyoming - 4 years; and
- Kansas, Nebraska - 5 years

If your policy includes liability insurance. No one can sue us to recover on a liability claim until the amount of the protected person's liability has been finally decided either by a trial or by a written agreement signed by the protected person, by us and by the party making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

These rules apply to your policy to comply with Virginia law. As a result, they apply in place of the rules in any other General Rules in your policy to the extent required by Virginia law. In addition, they apply to each insuring agreement in your policy unless a more specific General Rules applies.

Special Rights And Duties Of The First Named Insured

You agree that when more than one insured is named in the Introduction, the first named insured has special rights and duties. These rights and duties are explained in the following General Rules:

- Premiums.
- Cancellation.
- Policy Changes.

Your Policy Period

Insuring agreements in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Insuring agreements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If all or part of this policy is canceled for any reason before that date, that coverage will end at 12:01 a.m., standard time, on the cancellation date.

Premiums

We compute the premium you pay for this policy using information available at the time. So, all or part of your premium may be based on estimates. If estimates are used, we'll compute your actual premium when complete information is available at the end of the policy period. If it's more than you've paid, you'll owe us the difference. If it's less, we'll return the difference.

In any event, you won't pay less than any minimum annual premium agreed on.

The first named insured is responsible for paying all premiums and will be the one to whom we'll pay any return premiums. If a return premium is due, we'll always notify the first named insured.

In some instances, such as when coverage under your policy is changed, there may be a difference in your premium. If this happens, either you will owe us additional premium or we will owe you a refund. If the difference in premium that you owe us is $15 or less, we'll waive this amount. If the difference in premium we owe you is $15 or less, we'll notify you of this amount but won't refund it unless you request that we do so. We'll apply this waiver of premium practice separately each time your policy is endorsed.

You must keep accurate records of the information we'll need to compute your premium. Your agent can explain the type of records we'll need. The first named insured agrees to send copies of these records at the end of each policy period, or any other time we request them.

Our Right To Inspect And Audit

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. We're not, however, required to make inspections. Nor will we guarantee that your property or operations are safe, or that they conform to any laws, codes, standards, or regulations. This rule also applies to any organization which makes insurance inspections, surveys, reports, or recommendations for us.

You also agree to let us examine and audit your financial books and records that relate to this insurance at any time up to three (3) years after this policy ends.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Policy Changes

This policy contains all the agreements between you and us concerning this insurance. The first named insured is authorized to make changes in this policy with our consent. This policy can only be changed by a written form included as part of the policy. One of our authorized representatives will also countersign the policy.

We make changes in our standard insurance policy forms from time to time. These changes must conform to state law and are filed with insurance supervisory authorities for approval. While your coverage is in force we can make any change in the form of this policy that broadens or extends your coverage. If we do, and the change can be added to your policy without increasing the premium, you'll automatically receive the benefit of the extended or broadened coverage on the day the change is effective in your state.

Assignment And Transfers

Neither you nor anyone else covered under this policy can assign or turn over your interest in it without our written consent attached to the policy.

However, there is one exception. If you are an individual named insured and you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties concerning that property.

Cancellation

The first named insured can cancel this policy at any time.

To cancel, the first named insured must deliver the policy or the part to be canceled to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date coverage is to end. We'll refund the unused premium to the first named insured. We'll figure your refund using our usual short term rates that are in effect.

If we cancel this policy, we'll mail or deliver a cancellation notice to all named insureds at least 45 days before coverage will end; 15 days if we're canceling for nonpayment of premium. If notice is mailed, it will be sent by ordinary mail for which a certificate of mailing has been obtained, or by registered or certified mail.

The notice will:

- be in a type size authorized by Virginia insurance law;
- state the date the cancellation is to be effective;
- show the specific reason for cancellation; and
- advise you of your right to request, in writing within 15 days of receipt of the notice, a review by the Commissioner of Insurance.

If notice is mailed, proof of mailing to the named insured's last mailing address known to us will be considered proof of notification. Any unused premium will be refunded to the first named insured as soon as possible. We'll figure your refund on a pro-rata basis. However, the cancellation will be effective whether or not we've made or offered a refund.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to all named insureds at least 45 days before the expiration date of the policy; 15 days before the expiration date if we're not renewing due to nonpayment of premium. If notice is mailed, it will be sent by ordinary mail for which a certificate of mailing has been obtained, or by registered or certified mail.

The notice will:

- be in a type size authorized by Virginia Insurance law;
- state the date the non-renewal is to be effective;
- show the specific reason for non-renewal; and
- advise you of your right to request, in writing within 15 days of receipt of the

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

notice, a review by the Commissioner of Insurance.

Recovering Damages From A Third Party

Any person protected under this policy may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible after a loss to preserve any right of recovery available. If we make a payment under this policy that right of recovery will belong to us. If we recover more than we've paid, the excess will belong to the person who had the loss. But we'll deduct our recovery expenses first.

Fraud And Misrepresentation

This policy may be void if you or any other protected person hide any important information from us, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance, either before or after a loss. Of course, everyone makes mistakes. Unintentional errors or omissions won't affect your rights under this policy.

Appraisal Of Property Disputes

If your policy includes property insurance and agreement can't be reached on the amount of your property loss, the following procedure will be used.

1. One of us will make a written demand for arbitration.

2. Within 20 days, each will select an appraiser and then decide on a reasonable time and place for an appraisal of the loss and damage.

3. The appraisers will agree on a competent and impartial umpire. If they can't agree on an umpire within 15 days, you or we may apply in writing for the appointment of an umpire to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of the loss. The judge will appoint the umpire and notify all parties within 21 days.

4. The appraisers will each compute the loss and state the actual cash value of the property at the time of loss and the amount of the loss. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will decide the amount of the loss. However, any outcome of the appraisal will not be binding on either party.

If we've made the demand for arbitration, we'll reimburse you for what you've paid your appraiser. Also what you've paid the umpire. Otherwise, you'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

We won't be held to have waived any of our rights under this policy because of the appraisal.

How State Law Affects This Policy

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

Lawsuits Against Us

No one can sue us to recover under this policy unless all of its terms have been lived up to.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within two (2) years after the date on which the direct physical loss or damage occurred.

If your policy includes liability insurance. No one can sue us on a liability claim until the amount of the protected person's liability has been finally decided either by a trial or by a written agreement signed by the protected person, by us, and by the party making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

What To Do If You Have A Loss

You or other protected persons are required to perform the duties described below when a property loss that may be covered under this policy happens or an accident or incident happens that could result in liability damages covered under this policy. Failure to comply could affect coverage. The insuring agreements contained in this policy determine what is covered. As a result, you should read them carefully to understand the extent of the coverage provided.

When This Policy Provides Property Protection

If there is a property loss that may be covered by property protection provided in this policy, you must:

1. Tell us or our agent what happened as soon as possible. Include the time and place of the event, a description of the property and the names and addresses of any witnesses.

2. Do what is reasonable and necessary to protect covered property from further damage. We will not, however, pay for any subsequent loss or damage that isn't from a covered cause of loss. Keep a record of your expenses for consideration in your claim. This will not increase your limits of coverage.

3. If feasible, separate the damaged property from the undamaged and make an inventory of the damaged items.

4. Cooperate with us in the investigation and settlement of the claim. Permit us to inspect the damaged property and any records pertaining to your loss as many times as may be required. Permit us to take samples of damaged and undamaged property for testing and analysis.

5. Allow us to examine you or any other insured under oath while not in the presence of any other insured. We may do this whenever reasonably required about any matter relating to this insurance or the claim. Any insured we examine must sign a copy of their answers.

6. Send us a signed, sworn proof of loss containing the information we need to resolve the claim. You must do this within 60 days after our request. We'll supply the forms. We'll pay within 30 days after we reach agreement with you.

When This Policy Provides Liability Protection

If an accident or incident happens that may involve liability protection provided in this policy, you or any other protected person involved must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Do this even though no demand for damages has been made against you or any other protected person, but you or another protected person is aware of having done something that may later result in a demand for damages. This notice should include all of the following:
   - The time and place of the accident or incident;
   - The protected person involved;
   - The specific nature of the accident or incident including the type of demand for damages that may result; and
   - The names and addresses of any witnesses and injured people.

   Important Notice For Health Care Providers. If your policy includes one of our claims-made medical professional liability protection insuring agreements, you should also read the When This Agreement Covers Section of that agreement. We won't consider a "Patient Incident Report," "Variance Report," or any other report made for loss prevention purposes to be your report of a claim. This applies even if you send it to us or one of our agents.

3. Send us a copy of all written demands. Also send us a copy of all legal documents if someone starts a lawsuit.

4. Cooperate and assist us in securing and giving evidence, attending hearings and

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
 ©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

trials, and obtaining the attendance of witnesses.

5. Not assume any financial obligation or pay out any money without our consent. But this rule doesn't apply to first aid given to others at the time of an accident.

Property Protection - Property Insured For Replacement Cost

If your policy includes Property Protection, and a rule for loss adjustment titled "Property insured for replacement cost," that rule is replaced by the following.

Property insured for replacement cost. We'll pay the cost of repairing or replacing the damaged property without deduction for depreciation. But we won't pay more than the smallest of the following:

- The amount you actually spend in repairing the damage;
- The amount it would cost to replace the damaged property at the time of the loss with new property of similar kind and quality to be used for the same purpose on the same site; or
- The limit of coverage that applies to the property.

We won't pay on a replacement cost basis until property has actually been replaced.

You can choose actual cash value. If replacement cost coverage applies to lost or damaged property, you may choose to have the loss paid on an actual cash value basis if you believe it's to your advantage to do so. For example:

The amount of insurance on the property may not be enough to comply with the coinsurance rule on a replacement cost basis, or you may decide not to rebuild .

If you have chosen actual cash value you can still change your mind and have the loss paid on a replacement cost basis if you tell us within six (6) months from the later of the following dates:

- the last date that you received a payment for actual cash value; or
- the date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

Property Protection - Buildings That Are Vacant

If your policy includes Property Protection, the following replaces any Buildings that are vacant rule in your agreement.

Buildings that are vacant. If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage, we will:

1. Not pay for any loss or damage caused by any of the following, even if they are covered causes of loss:
   - vandalism;
   - sprinkler leakage, unless the system has been protected against freezing;
   - building glass breakage;
   - water damage;
   - theft; or
   - attempted theft.
2. Reduce the amount we would otherwise pay for the loss or damage by 15%.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

Buildings under construction or renovation are not considered vacant.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

These rules apply to your policy to comply with Texas law. As a result, they apply in place of the rules in any other General Rules in your policy to the extent required by Texas law. In addition, they apply to each liability insuring agreement in your policy unless a more specific General Rules applies.

Special Rights And Duties Of The First Named Insured

You agree that when more than one insured is named in the Introduction, the first named insured has special rights and duties. These rights and duties are explained in the following General Rules:

- Premiums.
- Cancellation.
- Policy Changes.

Your Policy Period

Insuring agreements in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Insuring agreements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If this policy is canceled for any reason before that date, that coverage will end at 12:01 a.m., standard time, on the cancellation date.

Premiums

We compute the premium you pay for this policy using information available at the time. So, all or part of your premium may be based on estimates. If estimates are used, we'll compute your actual premium when complete information is available at the end of the policy period. If it's more than you've paid, you'll owe us the difference. If it's less, we'll return the difference.

In any event, you won't pay less than any minimum annual premium agreed on.

The first named insured is responsible for paying all premiums and will be the one to whom we'll pay any return premiums.

In some instances, such as when coverage under your policy is changed, there may be a difference in your premium. If this happens, either you will owe us additional premium or we will owe you a refund. If the difference in premium that you owe us is $15 or less, we'll waive this amount. If the difference in premium we owe you is $15 or less, we won't refund this amount unless you request that we refund it. We'll apply this waiver of premium practice separately each time your policy is endorsed.

You must keep accurate records of the information we'll need to compute your premium. Your agent can explain the type of records we'll need. The first named insured agrees to send copies of these records at the end of each policy period, or any other time we request them.

Our Right To Inspect And Audit

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. However, we're not required to:

- make inspections; or
- guarantee that your property or operations are safe, or conform to any laws, codes, standards, or regulations;

except as required by state or municipal laws, codes, standards, or regulations for the certification of boilers, pressure vessels, or elevators.

This rule also applies to any organization which makes insurance inspections, surveys, reports or recommendations for us.

You also agree to let us examine and audit your financial books and records that relate

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

to this insurance at any time up to three years after this policy ends.

Policy Changes

This policy contains all the agreements between you and us concerning this insurance. The first named insured is authorized to make changes in this policy with our consent. This policy can only be changed by a written form included as part of the policy. One of our authorized representatives will also countersign the policy.

We make changes in our standard insurance policy forms from time to time. These changes must conform to state law and are filed with insurance supervisory authorities for approval. While your coverage is in force we can make any change in the form of this policy that broadens or extends your coverage. If we do, and the change can be added to your policy without increasing the premium, you'll automatically receive the benefit of the extended or broadened coverage on the day the change is effective in your state.

Assignment And Transfers

Neither you nor anyone else covered under this policy can assign or turn over your interest in it without our written consent attached to the policy.

However, there is one exception. If you are an individual named insured and you die, your rights and duties will be transferred to your legal representative; but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties concerning that property.

Cancellation

The first named insured can cancel this policy in whole or in part at any time. We can also cancel this policy, but our right to cancel has some restrictions which are described below.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement canceled. You'll get a refund for the unused premium. We'll figure your refund using our usual pro-rata procedures.

How we can cancel new policies in effect 60 days or less. If this is a new policy that is in its initial policy period and has been in effect 60 days or less, we can cancel for any reason. If we do, we'll mail a cancellation notice to the first named insured at least 10 days before coverage will end.

How we can cancel new policies in effect more than 60 days or renewal or continuation policies. If this policy is a renewal or continuation policy, or if it is a new policy in its initial policy period and has been in effect more than 60 days, we can cancel only for one of the following reasons:

1. *Nonpayment of premium.*
2. *Fraud.* We can cancel if we discover that in obtaining this policy, you or your representative have committed fraud.
3. *Increase in the hazard we're insuring against.* We can cancel if, after we have issued or renewed your policy, an increase occurs in a hazard which was within your control. But only if this increase in hazard would result in an increase in your premium.
4. *Loss of reinsurance.* We can cancel if we lose reinsurance that covers all or part of the risk we're insuring against under this policy.
5. *Our being placed in receivership.* We can cancel if we are placed into supervision, conservatorship, or receivership. But only if the legal supervisor, conservator, or receiver approves of the cancellation.

If we cancel for any of these reasons, we'll mail or deliver a cancellation notice to the first named insured at least 10 days before your coverage will end.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Nonrenewal. If we decide not to renew this policy, we'll mail or deliver a written notice of nonrenewal at least 60 days before the date your policy ends.

If we fail to send at least 60 days notice of nonrenewal to the first named insured, the policy will remain in effect until the 61st day after the notice was sent. We'll figure the premium for insurance that continues in effect for this reason on a pro rata basis.

Transferring this policy from this company to one of our affiliated companies won't be considered nonrenewal.

Mailing the notice. Mailing the notice of cancellation or nonrenewal to the first named insured's last address known to us will be proof you were notified. However, we can deliver the notice instead of mailing it. The notice will show the date and reason for the cancellation or nonrenewal.

Special rule for governmental units. If you are a governmental unit, we won't cancel an insuring agreement under this policy unless we cancel the entire policy. Nor will we add any exclusion or limitation of coverage endorsement after this policy takes effect unless you first agree to the endorsement.

In addition, if we make any change in our standard insurance policy forms that broadens or extends coverage in a form in this policy without an increase in premium, we'll automatically provide that coverage on the day the change is effective in your state. But we'll do so only if the change happens while this policy is in effect.

Special rule for elected officials of governmental units. If you are an elected official of a governmental unit, we won't cancel or not renew this policy solely because you're an elected official.

Special rule for condominium associations. If your policy covers a condominium association, and the condominium property contains at least one residence, or the condominium declarations conform with the Texas Uniform Condominium Act, we'll send any notice of cancellation or nonrenewal to the first named insured at least 30 days before coverage will end. We'll also provide the same 30 days written notice to each unit owner to whom we had issued a certificate or memorandum of insurance. In this case, we'll mail or deliver such notice to each owner at the owner's last mailing address known to us.

Recovering Damages From A Third Party

Any person protected under this policy may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible after a loss to preserve any right of recovery available. If we make a payment under this policy that right of recovery will belong to us. If we recover more than we've paid, the excess will belong to the person who had the loss. But we'll deduct our recovery expenses first.

How State Law Affects This Policy

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

Lawsuits Against Us

No one can sue us on a liability claim until the amount of the protected person's liability has been finally decided either by a trial or by a written agreement signed by the protected person, by us and by the party making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

What To Do If You Have A Loss

You or other protected persons are required to perform the duties described below when an accident or incident happens that could result in liability damages covered under this policy. Failure to comply could affect coverage. The insuring agreements contained in this policy determine what is covered. As a result, you should read them

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

carefully to understand the extent of the coverage provided.

When this policy provides liability protection. If an accident or incident happens that may involve liability protection provided in this policy, you or any other protected person must do the following:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Do this even though no demand for damages has been made against you or any other protected person, but you or another protected person is aware of having done something that may later result in a demand for damages. This notice should include all of the following:
   - The time and place of the accident or incident;
   - The protected person involved;
   - The specific nature of the accident or incident including the type of demand for damages that may result; and
   - The names and addresses of any witnesses and injured people.

3. Send us a copy of all written demands. Also send us a copy of all legal documents if someone starts a lawsuit.

4. Cooperate and assist us in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses.

5. Not assume any financial obligation or pay out any money without our consent. But this rule doesn't apply to first aid given to others at the time of an accident.

Effect of failure to comply with the notice requirement. The failure to provide information or give us copies of any document in connection with a general liability claim or suit by anyone required to do so won't affect our obligation under any of the following general liability protection insuring agreements, unless the failure to comply with the notice requirement prejudices our response to the claim or suit:

- Commercial General Liability Protection.
- Products and Completed Work Liability Protection.
- Owners Or Contractors Liability Protection.

Settlement Notices For Liability Claims

We'll send or deliver a written notice of a settlement offer to the first named insured within 10 days after an offer to settle a liability claim against a protected person is made. In addition, if we agree to such a settlement, we will send or deliver a written notice of the settlement to the first named insured no later than 30 days after the settlement date.

These notices apply to any liability protection insuring agreement that:

- doesn't require the protected person's consent to settle a claim;
- isn't a fidelity, surety, or guaranty bond; and
- is part of a policy delivered, issued for delivery, or renewed, in Texas.

Prompt Handling And Payment Of Property Or Other First Party Insurance Claims

The following applies if this policy provides property or other first party insurance.

Our initial response. We agree to do the following within 15 days after receipt of a notice of property or other first party insurance claim under this policy:

- Acknowledge receipt of the claim.
- Begin any investigation of the claim.
- Request all items, statements and forms that we reasonably believe is needed from the claimant to settle the claim. However, we still have the right to make additional requests for information during the investigation of the claim if such requests are necessary.

Notice of property or other first party insurance claim means any written notice that:

- is mailed or delivered to us; and
- reasonably informs us of a property or other first party insurance claim and the facts relating to it.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Property or other first party insurance claim means a claim that:

- is for loss, including loss or damage to covered property, which is or may be covered by property or other first party insurance provided by this policy;
- must be made against us by an insured under this policy; and
- must be paid by us directly to that insured.

Covered property includes property covered under inland marine insurance only if such insurance is governed by Article 5.53 of the Texas Insurance Code.

Umbrella Excess Liability Protection

If your policy includes Umbrella Excess Liability Protection, the following applies.

Whenever the term Deductible appears in the Umbrella Excess Liability Protection insuring agreement or Coverage Summary, it is replaced with Self-Insured Retention.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT - COMMERCIAL GENERAL LIABILITY

The St Paul

This endorsement changes your General Rules.

How Coverage Is Changed

The following is added to the Recovering Damages From A Third Party rule. This change waives our right of recovery against certain persons or organizations for certain payments we make under your Commercial General Liability Protection.

We agree that we waive any right of recovery we may have against the person or organization shown below for any payment we make under your Commercial General Liability Protection for covered injury or damage or medical expenses that result from:
- your ownership, maintenance or use of a premises which you own or rent, lease or borrow from others;
- your work, completed work or products; or
- your other activities.

Person or organization:
Any Person Or Organization Which A Named Insured Has By Written Contractual Agreement Executed Prior To An Occurrence Or Accident, Agree To Waive Its Recovery Rights.

We explain what we mean by your work, your completed work and your products in the Products and completed work total limit section of your Commercial General Liability Protection.

Other Terms

All other terms of your policy remain the same.

Name of Insured	Policy Number KK02900157	Effective Date 08/31/00
TIDEWATER SKANSKA GROUP INC.	Processing Date 12/22/00 11:14 001	

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US ENDORSEMENT

The St Paul

This endorsement changes:

- your General Rules; or
- any state required endorsement that changes the Cancellation rule in your General Rules.

How Coverage Is Changed

The following is added to the Cancellation rule. This change increases the number of days of notice we must give if we:

- cancel your policy for any reason, other than nonpayment of premium; or
- do not renew your policy for any reason.

No other change is made to the Cancellation rule.

If we cancel this policy for any reason, other than nonpayment of premium, we'll mail or deliver a notice of cancellation to the first named insured at least the number of days shown below before coverage will end.

If we do not renew this policy for any reason, we'll mail or deliver a notice of nonrenewal to the first named insured at least the number of days shown below before the policy's ending or expiration date.

Number of days: 90

Other Terms

All other terms of your policy remain the same.

Name of Insured	Policy Number	Effective Date
TIDEWATER SKANSKA GROUP INC.	KK02900157	08/31/00
	Processing Date	12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

This endorsement changes your policy to comply with Arizona law.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

But this change won't apply to medical professional liability protection if included in your policy. For that protection, the Cancellation section in the General Rules still applies.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, the first named insured must deliver the policy, or the part to be canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date the policy or individual insuring agreement is to be canceled. The first named insured will get a refund for the unused premium, less a charge for early cancellation.

How we can cancel a policy in effect less than 60 days. When the policy has been in effect less than 60 days, and isn't a renewal or continuous policy, we may cancel for any reason by mailing a notice to the first named insured within this period. If we do, we'll send the notice at least 60 days before coverage will end.

How we can cancel a policy in effect 60 days or more. When the policy has been in effect 60 days or more, we may cancel only for the following reasons.

1. *Nonpayment of premium.*

2. *Conviction of a crime.* We can cancel this policy if a protected person is convicted of a crime that results from acts that increase the hazard we're insuring against.

3. *Fraud or misrepresentation.* We can cancel this policy if we discover that in obtaining this policy, continuing the policy or presenting a claim under the policy, you have committed a fraud or made a material misrepresentation.

4. *Change in the risk.* We can cancel this policy if a change occurs in the risk we're protecting that substantially increases any hazard that we're insuring against.

   But this reason doesn't apply to a change that we should reasonably have been able to see or expect when we issued your policy.

5. *Substantial breach of contractual duties or conditions.* We may cancel this policy if you commit a substantial breach of its contractual duties or conditions.

6. *Loss of reinsurance.* We can cancel if we lose reinsurance that applies to this policy because that agreement which provides such reinsurance has been canceled or not renewed.

7. *Determination by the Director Of Insurance.* We can cancel this policy if the Director Of Insurance determines that continuing or renewing this policy would put us in violation of Arizona Insurance Laws.

8. *Your acts.* We can cancel for any act or failure to act on your part that substantially increases the hazard we're insuring against.

If we cancel for nonpayment of premium, we'll mail a notice to the first named insured at least 10 days before coverage will end. If we cancel for any other reasons, we'll mail a notice to the first named insured at least 60 days before coverage will end. We'll send notice to the first named insured by certified mail. We'll also send a copy of the notice to your agent. The notice will show the reason for cancellation.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Unused premium. We'll send a refund of any unused premium to the first named insured. If we cancel the policy, we'll figure the refund on a pro-rata basis. If the first named insured cancels, the refund will be figured using our customary short term rates that are in effect as of the date of cancellation. However, the cancellation or non-renewal will be effective whether or not you've been paid or offered a refund.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll send a notice of non-renewal by certified mail to the first named insured at least 60 days before the expiration date of this policy. We'll also mail such notice to your agent. The notice will show the reason for nonrenewal.

We can decide not to renew for any reason. But if we don't renew your policy because of the condition your premises is in, you'll be given 30 days notice to remedy the condition. We'll identify the condition you must take care of. If you do, we will renew your policy if that was the only reason for nonrenewal.

However, if we have offered to renew your policy, or if the first named insured has obtained replacement insurance with someone else, we won't be required to send this notice.

Renewal with an increase in premium or deductibles or decrease in limits or coverage. We may renew your policy, but with:

- an increase in your premium;
- an increase in any applicable deductible;
- a reduction of any applicable limit of coverage; or
- a substantial reduction in this policy's coverage.

If so, we'll mail a notice to the first named insured at least 60 days before the renewal date that includes such change. If we fail to send this required notice to the first named insured, the previous premiums, deductibles, limits, or coverages will remain in effect until:

- 60 days notice is given; or
- you have obtained replacement coverage;

whichever is less.

If you decide to cancel the policy in this event, and are owed a refund of unused premium, we'll figure your refund on a pro-rata basis at the older premium rate. If you decide to accept the renewal with the applicable changes, any premium increase or other such change will be effective as of the day following the prior policy's expiration or anniversary date.

Mailing the notice. We'll mail any notice of cancellation or nonrenewal to the first named insured's, last address know to us. The notice will state the reasons for cancellation. Proof of mailing will be considered proof you were notified.

Fire Department Service Charge

If your policy includes Property Protection, any reference in your agreement to a "fire department service charge" is deleted.

Premiums

The following is added to the Premiums section of the General Rules.

When estimates are used to compute your premium for all or part of the policy period, we'll compute your actual premium at the end of that period with the rates we used to compute your estimated premium for that period.

Fraud And Misrepresentation

The Fraud And Misrepresentation section of the General Rules is replaced by the following.

We can deny coverage for all or part of a loss under this policy for any of the following reasons:

1. You have committed fraud in connection with the loss.

2. You have committed or made a material misrepresentation, omission, concealment of fact, or deliberate incorrect statement which caused us to mistakenly:
   - accept the risk or hazard that resulted in the loss; or
   - provide an amount of insurance that we otherwise wouldn't have provided;

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

when we relied on such representation, fact, or statement in our evaluation of the risk.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

CALIFORNIA REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with California law.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of its insuring agreements, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement canceled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect 60 days or less. If your policy has been in effect 60 days or less, and is not a renewal or continuous policy, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. If we're canceling because of nonpayment of premium or because we discovered that any person insured by this policy has committed fraud or made a material misrepresentation either in obtaining this policy or in submitting a claim under this policy, we'll send notice at least 10 days before coverage will end. If we're canceling for any other reason we'll send notice at least 30 days before coverage will end. The notice will state the reason for cancellation.

How we can cancel policies in effect more than 60 days. If your policy has been in effect more than 60 days, or is a continuous or renewal policy, we can cancel only for the following reasons:

1. *Nonpayment of premium.* We can cancel if the first named insured fails to pay any premium or premium installment when due. This includes any installment of premium that was from a previous policy we issued that was due during the current policy period.
2. *Fraud or misrepresentation.* We can cancel if we discover that any person insured by this policy has committed fraud or made a material misrepresentation, either in obtaining this policy or in submitting a claim under this policy.
3. *Conviction of a crime.* We can cancel if you are convicted of a crime that increases any hazard you're insured against.
4. *Negligent acts.* We can cancel if we discover that you have committed a willful or extremely negligent act or omission that increases any hazard you're insured against.
5. *Failure to follow loss control requirements.* We may cancel if you or your representative fail to follow reasonable loss control requirements that you agreed to follow in order for us to issue your policy or give you certain premium rates.
6. *Determination by the Insurance Commissioner.* We can cancel this policy if the Commissioner Of Insurance determines that continuing this policy would put us in violation of California insurance laws, or jeopardize our being solvent. We can also cancel if the Insurance Commissioner determines that any loss of or change in our reinsurance affecting this policy would threaten our financial position.
7. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard we're insuring against. But this doesn't apply to a change that was expected or foreseen by us when we issued your policy.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

If we cancel for nonpayment of premium or fraud or misrepresentation as described above, we'll mail a cancellation notice at least 10 days before coverage will end. If we cancel for any other reason, we'll mail or deliver the notice to the first named insured and the agent who sold this policy at least 30 days before coverage will end. The notice will state the exact reason for cancellation.

Nonrenewal. If we decide not to renew or continue this policy, we'll mail a notice to the first named insured at least 60 days but not more than 120 days before the end of the policy period. The notice will show the reason for nonrenewal.

If state law requires us to give additional notices or changes our notice requirements, we will provide such additional notices or changes as needed.

If we offer to renew or continue your policy and you don't accept, the policy will expire at the end of the policy period. If we offer to renew your policy, and you fail to pay the required premium when due, we'll consider this to mean that you don't accept our offer.

If we fail to send proper notice of nonrenewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

Mailing the notice. Mailing the cancellation or nonrenewal notice to the first named insured's and agent's last address known to us will be considered proof you were notified.

Actual Cash Value

If your policy includes property or inland marine insurance, the following is added to any insuring agreement that uses the term actual cash value.

We'll figure actual cash value as the amount it would cost to repair or replace covered property at the time of loss or damage with material of like kind and quality, less an amount for deterioration, depreciation, or obsolescence.

Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

COLORADO REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with Colorado Law.

How Coverage Is Changed

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement cancelled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. We'll send the notice at least 10 days before coverage will end if we cancel for nonpayment of premium. We'll send the notice by first class mail at least 45 days before coverage will end if we cancel for any other reason.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*

2. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, you or your representative have made a false statement or a material misrepresentation.

3. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a substantial change occurs in the risk we're protecting that increases the hazard we're insuring against. But this doesn't apply to a change that you told us about on your application, and that we knew about when your policy began, unless the first named insured has notified us of the change in exposure or risk after the policy began and we accepted it.

If we cancel for nonpayment of premium, we'll mail or deliver a notice to the first named insured at least 10 days before coverage will end. If we cancel for any other reason, we'll mail or deliver the notice at least 45 days before coverage will end. The notice will state the reason for cancellation.

Special rule for contractors. If your policy includes Contractors Commercial General Liability Protection or Contractors Umbrella Excess Liability Protection, the following applies:

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least:
- 10 days before coverage will end if we cancel for nonpayment of premium; or
- 90 days before coverage will end if we cancel for any other reason we explain above.

Nonrenewal. If we decide not to renew this policy we'll mail a written notice of nonrenewal to the first named insured's last known mailing address. We'll mail this nonrenewal notice at least 45 days before the expiration date of this policy.

Unused premium. As soon as possible, you'll get a refund of any unused premium you've paid. However, the cancellation will be effective whether or not you've been paid or offered the unused premium.

Increase In Premium Or Decrease In Coverage

We won't increase your premium for this policy or decrease any coverage when we renew it unless we mail a notice to you at least 45 days

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

before the renewal date. This notice will include the actual reason for such change.

But we can only decrease your coverage during the term of this policy for one of the following reasons.

1. Nonpayment of premium.

2. A false statement that you made to us, and that you knew was false, on your application for insurance.

3. A substantial change in the risk. But this doesn't apply to an exposure or risk that you told us about on your application, and that we knew about when your policy began, unless the first named insured has notified us of the change in exposure or risk after the policy began and we accepted it.

This section doesn't apply to a premium increase that's due to an increase in the amount of risk, or to added value of covered property.

Mailing the notice. If we mail a notice of cancellation, nonrenewal, deletion or decrease in coverage, proof of mailing will be proof that you were notified.

Liability Protection - Claims-Made

If your policy includes claims-made liability coverage, the following applies for that coverage.

Claim information. We'll provide you with loss information about closed or paid claims, claims with reserves, and notices of events that could result in claims, so you can determine how much of your total limit remains available under this agreement. We'll provide this information to you within 30 days of receipt of your request.

Fraud And Misrepresentation

The following replaces the Fraud And Misrepresentation section of the General Rules.

We won't pay for any loss or damage, or pay any amounts as damages, if you or any other protected person:
- conceal or misrepresent any material fact that has to do with any coverage given by this policy;
- commit fraud at any time relating to coverage under this policy; or
- knowingly and willfully make a false statement on a claim.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

DISTRICT OF COLUMBIA REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with District of Columbia Law.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement cancelled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect 30 days or less. If your policy has been in effect 30 days or less, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured at least 30 days before coverage will end.

How we can cancel policies in effect more than 30 days. If your policy has been in effect more than 30 days, or is a renewal policy, we can cancel only for the following reasons.

- *Nonpayment of premium.*
- *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you have committed fraud or made a material misrepresentation to us or to one of our agents or brokers.
- *Transfer of property ownership.* We may cancel if the title or interest to covered property is transferred to another person. But this reason doesn't apply if the change has been approved by us.
- *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the property, or insurable interest, that materially affects the risk we're insuring against.

If we cancel for any of these reasons, we'll mail or deliver a notice to the first named insured at least 30 days before coverage will end. At least five days before we send notice to the first namd insured, we'll send notice of cancellaiton to your agent, or broker, if any.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to the first named insured and agent at least 30 days before the expiration date of this policy.

Mailing the notice. Mailing the cancellation or non-renewal notice to the first named insured's last address known to us will be considered proof you were notified.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

FLORIDA REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with Florida law.

Property Protection

If your policy includes property protection, the following changes apply.

1. The following is added to the When This Policy Provides Property Protection section of the What To Do If You Have A Loss page, and any section in any property insuring agreement in your policy which includes a rule on when we will pay a covered loss.

   After you have complied with all of the rules of this agreement, we will pay a covered loss:

   - within 20 days after we've received your signed, sworn statement of loss and have reached agreement with you; or
   - within 30 days after we've received your signed, sworn statement of loss and a final judgment has been entered or an appraisal award has been filed.

2. The following exclusion is added to your agreement. However, it will only apply to property located in:

   - the counties of Broward, Dade, Martin, Monroe, and Palm Beach; and
   - all areas east of the west bank of the Inter-Coastal Waterway in the counties of Indian River and St. Lucie.

   Exterior paint and waterproofing. We won't cover damage caused by windstorm to paint or waterproofing material applied to the exterior of covered property. Nor will we consider the value of paint or waterproofing material in determining the deductible amount and the actual cash value when applying any Coinsurance Rule on a loss caused by windstorm.

3. If your Property Protection Coverage Summary shows that a Coinsurance percentage applies, Florida law states as follows:

   Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.

4. If your policy includes a property insuring agreement that refers to arbitration in the event of a loss, the following replaces the Appraisal Of Property Disputes section of the General Rules for that agreement.

Arbitration Of Property Disputes

If your policy includes property insurance and agreement can't be reached on the amount of a property loss or the value of the property, the following procedure will be used:

1. One of us will make a written demand for arbitration.

2. Each will select a competent and impartial arbitrator and notify the other of the selection within 30 days of the demand.

3. The arbitrators will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.

4. The arbitrators will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their amounts and values to the umpire. Agreement of two out of three will be binding.

You'll pay your arbitrator and we'll pay ours. Other costs of arbitration and the umpire will be shared equally by you and us.

If we submit to arbitration, we'll still retain our right to deny the claim.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Liability Protection

If your policy includes liability protection, the following is added to the When This Policy Includes Liability Protection section of the What To Do If You Have A Loss page.

After you have complied with all of the rules of this agreement, we will pay a covered loss:

- within 20 days after we've received your signed, sworn statement of loss and have reached agreement with you; or
- within 60 days after we've received your signed, sworn statement of loss and a final judgment has been entered or an appraisal award has been filed.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement canceled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect 90 days or less. If your policy has been in effect 90 days or less, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. The notice will show the reason for cancellation. We'll mail or deliver the notice at least 10 days before coverage will end if we cancel for nonpayment of premium, and 20 days before coverage will end if we cancel for any other reason. But we can cancel immediately without notice if there has been a material misrepresentation or fraud on your part, or if you don't comply with our underwriting requirements that we have already established.

We won't cancel your policy as a result of:

- property claims from natural acts, unless you don't take reasonable or necessary action to protect your property from further damage; or
- partial claims caused by sinkhole damage, even if you have filed a previous sinkhole claim.

However, we may cancel your policy if:

- the total amount of such covered property claims exceeds the current policy limits of coverage; or
- you don't repair the property according to our engineering recommendations.

How we can cancel policies in effect more than 90 days. If your policy has been in effect more than 90 days, we can cancel only for the following reasons.

1. *Nonpayment of premium.*

2. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, you have committed fraud or made a material misrepresentation.

3. *Change in the risk.* We can cancel if a change occurs in the risk we're protecting that increases the hazard we're insuring against.

4. *Failure to comply with our underwriting requirements.* We can cancel if you fail to follow our underwriting requirements within 90 days of the date your coverage was effective.

5. *Cancellation of an entire class of insureds.* We can cancel this policy if the cancellation is for all persons or organizations for a given class or type.

6. *Property claims as a result of natural acts.* We can cancel your policy as a result of property claims from natural acts when you don't take reasonable or necessary action to protect your property from further damage.

7. *Claims for partial loss.* We can cancel your policy as a result of partial loss caused by sinkhole damage if:
   - the amount of covered property claims exceeds the current policy limits of coverage; or

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

- you don't repair the property according to our engineering recommendations.

If we cancel for nonpayment of premium, we'll mail or deliver a notice to the first named insured at least 10 days before coverage will end. If we cancel for any other reason, we'll mail or deliver at least 45 days before coverage will end. The notice will show the reason for cancellation.

If your policy covers certain residential buildings or contents, we'll mail or deliver a notice to the first named insured at least 90 days before coverage will end.

Nonrenewal. We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of nonrenewal to the first named insured at least:

- 45 days before the expiration date of this policy;
- 60 days before the expiration date if your policy includes Medical Professional Liability Protection; or
- 90 days before the expiration date if your policy covers certain residential buildings and contents. The notice will show the reason for nonrenewal.

However, we won't refuse to renew your policy as a result of:

- property claims from natural acts, unless you don't take reasonable or necessary action to protect your property from further damage; or
- partial claims caused by sinkhole damage, even if you have filed a previous sinkhole claim.

We may nonrenew your policy if:

- the total amount of such covered property loss exceeds the current policy limits of coverage; or
- you don't repair the property according to our engineering recommendations once the claim has been paid.

Special rule for medical professional liability. If your policy includes Medical Professional Liability Protection, the following rule applies instead for how we can cancel.

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least 60 days before coverage will end. We'll mail the notice 10 days before coverage will end if we're canceling for nonpayment of premium or loss of license. Any unused premium will be refunded to the first named insured as soon as possible. However, cancellation will be effective whether or not we've made or offered a refund.

Mailing the notice. Proof of mailing the cancellation or nonrenewal notice to the first named insured's last mailing address known to us will be considered proof you were notified.

Special Provision For Medical Professional Liability

If your policy includes Medical Professional Liability Protection, the following provision applies.

If a notice of intent to file a claim is made, you agree to cooperate fully in the review process as required by Florida law.

We have the right to admit liability and arbitrate, as Florida law calls for, and to settle a claim. But we'll only settle a claim up to the limit of coverage that applies.

Lawsuits Against Us

The number of years in which legal action may be brought against us involving direct physical damage to property is changed from two (2) to five (5) years.

Prejudgment Interest

If your policy includes liability protection, the following is added to the What This Agreement Covers section. This change broadens coverage.

We'll also pay the prejudgment interest awarded against the protected person on that part of any judgment paid by us. And we'll consider such payment to be in addition to the limits of coverage. But if we make an offer to pay the limit of coverage that applies, we won't pay the prejudgment interest that accumulates after the date of our offer.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Address Information

Should any questions or problems arise, here's who to contact. In addition to the following name, address, and phone number, your agent's can be found elsewhere on your policy.

The St Paul Companies
600 N Westshore Blvd, Ste 400
Tampa, FL 33609

Phone: (800) 282-8994

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

GEORGIA REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with Georgia law.

Cancellation

The following replaces the Cancellation section of the General Rules.

How you can cancel. To cancel this policy or any part of it, the first named insured must deliver the policy, or the part to be canceled, stating a future date when the policy is to be canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date coverage is to end. After receiving the written request of cancellation from the first named insured, we can waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first named insured. The first named insured will get a refund for the unused premium, less a charge for early cancellation.

However, a law, a rule of this policy, or a rule in another agreement may apply which states that the policy can't be canceled without prior notice to someone else. If so, we'll mail or deliver at least 10 days notice of cancellation to the first named insured and the other person or organization. We'll do this as soon as possible after receiving the first named insured's request for cancellation. The notice will show the date coverage will end. That date will be:

- 10 days after the date we mail the notice; or
- the date the first named insured requested that coverage end;

whichever is later.

How we can cancel if you don't pay your premium. If you fail to pay any premium when due, we can cancel your policy. If we cancel for this reason, we'll mail or deliver a written cancellation notice to you and to any lienholder at least 10 days before your coverage will end.

How we can cancel for other reasons. If we decide to:

- cancel or nonrenew your policy;
- increase your premium by more than 15% (for a reason other than change in the risk); or
- change any of the policy's rules or provisions that would limit or restrict coverage;

we'll mail or deliver a notice telling you what we intend to do at least 45 days before the expiration date of your policy. If we mail the notice, it will be to the first named insured's last address known to us. However, if your policy has been in effect less than 60 days, or if we are canceling or changing your policy because of nonpayment of premium, we'll send the notice at least 10 days before coverage will end.

Mailing the notice. Mailing or delivery of this notice to the first named insured's last address know to us by proof of mailing will be proof you were notified of the cancellation, non-renewal, or change.

Unused premium. If this policy is canceled, we'll send the first named insured any premium refund due.

If we cancel, the refund will be figured on a pro-rata basis, unless cancellation is for nonpayment of premium, including nonpayment of any installment of premium due under a premium installment plan. In that case, the refund may be less than pro-rata

If the first named insured cancels, the refund may also be less than pro rata.

Either way, cancellation will take effect regardless whether or not we've offered or made a refund.

Special rule for certain residential buildings. If you are an individual and your policy covers residential buildings, the following special cancellation rules apply.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

If this policy is a new policy that is in its initial policy period and has been effect less that 60 days, we can cancel for any reason. If we do, we'll mail a cancellation notice to the first named insured at least 10 days before coverage will end.

If this policy is a renewal or continuation policy or a new policy that has been in effect more than 60 days, we can cancel only for one of the following reasons:

1. *Nonpayment of premium.*

2. *Fraud and misrepresentation.* We can cancel if we discover that in obtaining this policy, you or your representative have committed fraud.

3. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, an increase occurs in a hazard which was within your control. But only if this increase in hazard would result in an increase in your premium.

4. *Breaking the rules of this policy.* We can cancel if, after we have issued or renewed your policy, we find a violation of any of the material terms or conditions caused by any person insured under this policy.

We can cancel by giving notice to the first named insured at least:

- 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 45 days before the effective date of cancellation if we cancel for any other reason.

Professional Liability Protection - Punitive Damages Exclusion

If your policy includes professional liability protection and such protection contains a specific exclusion for "Punitive damages," that exclusion is deleted.

Limited Reporting Period For Medical Professional Liability Protection - Claims-Made

If your policy includes medical professional liability protection - claims-made, the following section is added:

Limited Reporting Period

If this agreement ends because one of us chooses to cancel or not renew it, you'll have 30 days from the date this agreement ends to first report claims or suits that would have been covered had they been reported before the date the cancellation or nonrenewal takes effect.

However, the limited reporting period won't apply to claims or suits for covered injury or damage which:

- are covered by any other insurance you buy that takes effect on or after the ending date of this agreement; or
- would have been covered by such insurance if its limits of coverage hadn't been used up.

How the limited reporting period applies. The limited reporting period doesn't extend the time that this agreement is in effect. As a result, we'll consider any claim or suit for covered injury or damage that is first made or brought during the limited reporting period to have been made or brought on the ending date of this agreement.

If you choose to purchase an optional reporting endorsement, such endorsement replaces the limited reporting period.

How the limits of coverage, deductibles, or self insured retentions apply to the limited reporting period. The limits of coverage and any deductibles or self insured retentions that apply on the ending date of this agreement aren't renewed or increased for claims or suits for injury or damage that are first made or brought during the limited reporting period.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

KANSAS REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with Kansas law.

How Coverage Is Changed

The changes made by this endorsement are to comply with Kansas law. Your policy may or may not contain all of the Insuring Agreements that this endorsement changes.

Recovering Damages From A Third Party

If your policy includes Commercial General Liability Protection or Health Care Facility General Liability Protection, the Recovering Damages From A Third Party rule doesn't apply to any medical expenses coverage given by that protection.

Appraisal Of Property Disputes

The following replaces the Appraisal Of Property Disputes section of the General Rules.

If your policy includes property insurance and agreement can't be reached on the amount of a property loss or the value of the property, **the following procedure may be used, if both of us agree:**

1. One of us will make a written request for an appraisal.
2. Each will select a competent and impartial appraiser and notify the other of the selection within 30 days of the demand.
3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.
4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. **Agreement of two out of three will be binding.**

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

If there is an appraisal, we'll still retain our right to deny the claim.

Property Coverage Changes

The term "actual cash value" is defined as follows wherever it appears in your policy.

Actual cash value means the amount it would cost to repair or replace covered property with material of like kind and quality, less allowance for physical depreciation, including obsolescence.

Transportation Agreement

If your policy includes a transportation agreement that contains a "Live animals" section, that section is replaced by the following.

Live animals. Live animals are covered only for death caused directly by the perils insured against in this agreement.

Druggists Professional Services

If your policy includes the Druggists Professional Services Endorsement to a commercial general liability agreement, the following section is added to that endorsement.

Kansas exception. Any protected person is also covered while serving as a pharmacist at a Medicare approved hospital or extended care facility.

Health Care Providers

If you are a health care provider as defined by K.S.A. 40-3401, you are required by Kansas law to maintain basic professional liability coverage. The following sections

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

apply to any required basic professional liability coverage in your policy. This is also defined by K.S.A. 40-340-1.

Optional reporting endorsement. The optional reporting endorsement applies only to your basic professional liability coverage prior to July 1, 1976, or any excess professional liability coverage.

Losses we won't cover. You must maintain the minimum professional liability insurance required by Kansas law. We won't pay for any claim which arises from professional service provided (or withheld) during any periods of time after the retroactive date in which you failed to maintain the required minimum liability insurance.

Termination notice. If we cancel or refuse to renew your basic professional liability coverage, we must mail or deliver a notice of termination to the Health Care Stabilization Fund Board of Governors and your licensing agency. These notices must be received 30 days before the date on which the coverage is to end. If you cancel, we'll notify the Health Care Stabilization Fund Board of Governors and your licensing agency within 10 days of the ending date of your coverage.

We can't end your coverage by cancellation or non-renewal unless we provide the notices in the manner we describe in this section.

Professional liability consent to settle. If your professional liability coverage includes a consent to settle provision, the following is added to that provision.

Such consent should not be unreasonably withheld.

Cancellation

The following replaces the Cancellation section of the General Rules.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement canceled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel a policy in effect less than 90 days. When the policy has been in effect less than 90 days, and isn't a renewal or continuous policy, we may cancel for any reason. If we do, we'll mail or deliver a notice of cancellation to the first named insured at least 30 days before coverage will end. We'll send the notice at least 10 days before coverage will end if we're canceling for nonpayment of premium. The notice will show the reason for cancellation.

How we can cancel a policy in effect 90 days or more. When the policy has been in effect for 90 days or more, or is a renewal or continuous policy, we can cancel only for the following reasons.

1. *Nonpayment of premium*.
2. *Fraud or misrepresentation*. We can cancel if we discover that in obtaining this policy, you have committed fraud or made a material misrepresentation.
3. *Violation of this policy's rules*. We can cancel if you violate any of this policy's rules or conditions.
4. *Underwriting factors - change in the risk*. We can cancel if, after we issue or renew your policy, a change occurs in the risk we're insuring that is unfavorable to that risk.
5. *Determination by the Insurance Commissioner*. We can cancel if the Insurance Commissioner determines that continuing this policy would put us in a dangerous financial condition, or in violation of Kansas law.
6. *Loss of reinsurance*. We can cancel if the Insurance Commissioner determines that we no longer have reinsurance to meet the needs of this policy.

If we cancel for one of these reasons, we'll mail or deliver a notice of cancellation to the first named insured. If we cancel for nonpayment of premium, we'll send the

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

notice at least 10 days before coverage will end. If we cancel for any of the other reason, we'll send the notice at least 30 days before coverage will end. The notice will show the reason for cancellation.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to the first named insured's last address known to us at least 60 days before the expiration date of this policy. The notice will show the reason for non-renewal.

Mailing the notice. If notice of cancellation or non-renewal is mailed, proof of mailing will be considered proof you were notified.

Fraud And Misrepresentation

The following replaces the first sentence of the Fraud And Misrepresentation section of the General Rules.

We won't pay for loss or damage in the case of any fraudulent insurance act:

- committed by an insured at any time; and
- relating to an insurance application, rating, claim, or coverage.

Producers And Distributors Errors And Omissions Liability Protection

If your policy includes Producers And Distributors Errors And Omissions Liability Protection, the following change is made to the Special Conditions for your agreement.

If any dispute concerning attorneys' fees is not resolved as we explain in the Defense Counsel section of your Special Conditions page, arbitration does not apply to such disputes.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

This endorsement changes your policy to comply with Maryland law.

Lawsuits Against Us

The Property Insurance section of Lawsuits Against Us in the General Rules is amended to read as follows.

Any lawsuit to recover on a property claim must begin within three (3) years of the date you become aware of the loss.

Cancellation

The following replaces the Cancellation section of the General Rules.

You can cancel this policy in whole or in part at any time. We can also cancel this policy, but our right to cancel has some restrictions which are described below.

How can you cancel. To cancel this policy or any part of it, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want coverage to end. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel if you don't pay your premium. If you fail to pay any premium when due, we can cancel your policy. If we cancel for this reason, we'll mail or deliver a written cancellation notice to you at least 10 days before your coverage will end.

How we can cancel for other reasons. We can also cancel this policy for any reason other than nonpayment of premium. If we do, we'll mail a written cancellation notice to you at least 45 days before your coverage will end.

Nonrenewal. If we decide not to renew this policy, we'll mail a written notice of nonrenewal to you at least 45 days before the date your policy ends. Of course, we won't send a nonrenewal notice if you've requested or agreed to nonrenewal or if you've placed your insurance elsewhere.

Special rule for the coverage provided by the Maryland Lead Poisoning Endorsement. If your policy includes Commercial General Liability Protection and the Maryland Lead Poisoning Endorsement (G0127), the following applies:

We can cancel, or decide not to renew or continue, the coverage provided by the Maryland Lead Poisoning Endorsement (G0127) in connection with an affected property for the following reasons:

- Nonpayment of the applicable premium when due.
- Failure to perform lead risk reduction treatment.
- Failure to let us, or any of our representatives, perform an inspection for lead during normal business hours.
- Failure to comply with any of the terms and conditions of this policy which apply to that coverage.
- Noncompliance with any lead risk reduction standard required by the Maryland Lead Poisoning Prevention Program Act.

We'll mail or deliver such notice of cancellation or nonrenewal to the first named insured:

- 10 days before coverage will end if we cancel for nonpayment of premium; or
- 45 days before coverage will end if we cancel for any of the other reasons.

In addition, we'll mail or deliver a copy of the notice, and the results of any inspection for the affected property for which coverage is being canceled or nonrenewed, to the Maryland Department of the Environment within 45 days of mailing or delivering such notice to the first named insured.

But we'll automatically reinstate the coverage being canceled, or not being renewed or continued, if the reason for such

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

cancellation or nonrenewal is one of the following reasons, and you correct that reason within 30 days after we mail or deliver the notice of cancellation or nonrenewal to the first named insured:

- Failure to perform lead risk reduction treatment.
- Noncompliance with any lead risk reduction standard required by the Maryland Lead Poisoning Prevention Program Act.

We explain what we mean by affected property in the Maryland Lead Poisoning Endorsement (G0127).

Mailing the notice. Mailing of the cancellation notice to your last known address will be proof you were notified.

Unused premium. As soon as possible, you'll get a refund of any unused premium. However, the cancellation will be effective whether or not you've been paid or been offered the unused premium.

If this policy is financed by a premium finance company and we or the premium finance company or the first named insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee, or nonrefundable charge filed with and approved by the insurance commissioner.

Other Terms

All other terms of your policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

NEW MEXICO REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with New Mexico law.

Your Policy Period

The following replaces the Your Policy Period section of the General Rules.

Insuring agreements in this policy begin at noon on the effective date. If this policy replaces policies ending at 12:01 a.m., rather than noon, you'll be covered starting at 12:01 a.m. when coverage under the old policy ends.

Insuring agreements added to this policy after its effective date go into force on the date shown in the added agreement.

Your coverage is scheduled to end at noon on the expiration date. If all or part of this policy is canceled for any reason before that date, that coverage will end at noon on the cancellation date.

Cancellation

The following replaces the Cancellation section of the General Rules.

You can cancel this policy in whole or in part at any time. We can also cancel this policy, but our right to cancel has some restrictions which are described below.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement canceled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel a policy in effect less than 60 days. When the policy has been in effect less than 60 days, we may cancel for any reason by mailing a written notice to the first named insured at least 10 days before coverage will end.

However, if your policy includes railroad protective liability insurance, we'll also mail a notice to the contractor, and any involved governmental authority or other contracting party, before such coverage will end.

Also, if your policy includes owners and contractors protective liability insurance, we'll mail a notice to the first named insured and the contractor before such coverage will end, which provides at least the number of days' notice shown below for the reason for cancellation:

- 10 days for nonpayment of premium.
- 30 days for any other reason.

How we can cancel a policy in effect 60 days or more. When the policy has been in effect 60 days or more, we may cancel only for one or more of the following reasons.

1. *Nonpayment of premium.*
2. *Substantial change in the risk.* We can cancel if, after we have issued or renewed your policy, a substantial change occurs in the risk we're protecting that increases the hazard we're insuring against.
3. *Fraud or material misrepresentation in obtaining this policy.* We can cancel if we discover that in obtaining this policy you or your representative have committed fraud, made a material misrepresentation, or omitted or concealed facts material to our acceptance of the risk or hazards we're insuring against.
4. *Your actions or failure to act.* We can cancel if something you do or fail to do substantially increases any hazard you're insured against.
5. *Fraud or material misrepresentation in presenting a claim under this policy.* We can cancel if we discover that in presenting a claim under this policy you

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

or your representative have committed fraud or made a material misrepresentation.

If we cancel, we'll mail a notice to the first named insured before coverage will end, which provides at least the number of days' notice shown below for the reason for cancellation:

- 10 days for nonpayment of premium.
- 30 days for a substantial change in risk.
- 15 days for any other reason.

However, if your policy includes railroad protective liability insurance, we'll also mail a notice to the contractor, and any involved governmental authority or other contracting party, before such coverage will end.

Also, if your policy includes owners and contractors protective liability insurance, we'll mail a notice to the first named insured and the contractor before such coverage will end, which provides at least the number of days' notice shown below for the reason for cancellation:

- 10 days for nonpayment of premium.
- 30 days for any other reason.

Finally, the written notice will show the reason for cancellation.

Unused premium. As soon as possible, you'll get a refund of any unused premium you've paid. However, the cancellation will be effective whether or not you've been paid or offered the unused premium.

Nonrenewal. If we decide not to renew this policy, we'll mail a written notice of nonrenewal to you at the address shown in the Introduction or your last known address. We'll mail this nonrenewal notice at least 30 days before the expiration date of this policy. However, this rule doesn't apply if your main business location is outside of New Mexico.

Changes in certain coverage. If your policy includes:

- owners and contractors protective liability insurance and we make any change in that coverage, we'll give the first named insured and the contractor at least 30 days notice; or
- railroad protective liability insurance and we make any change in that coverage, we'll give the first named insured, the contractor, and any involved governmental authority or other contracting party at least 30 days notice.

Claim And Premium Information

The following is added to the General Rules.

Your right to claim and premium information. We'll send the first named insured the claim and premium information described below in connection with the protection provided in this policy. But we'll provide this information only for the years you had such protection with us, or for the past three years, whichever is less.

- The total amount of loss payments on claims closed, including the date and description of each event.
- The total amount of loss reserve and payments on claims that are still open, including the date and description of each event. A reserve amount, if any, is based on our judgment. This reserve may be subject to change and shouldn't be considered as final settlement value.
- The date and description of each event reported to us for which no amounts have been paid or reserved.
- The total of all premiums charged or billed by us for the protection provided.

If we cancel, we'll send this information at least 30 days before your policy ends. Or we'll send the information within 60 days after the first named insured requests it in writing. Otherwise, we must receive a written request from the first named insured within 60 days after the end of the policy period. If we do, we'll send this information out within 45 days after we receive the request.

Catastrophe claims settlement. If your policy includes Property Protection, the following provisions apply to a claim for damage to covered property that results from a catastrophe as declared by the New Mexico Superintendent of Insurance.

If you report loss or damage to us:

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
 ©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

- before the catastrophe was declared, we'll reach agreement with you on the amount of loss within 90 days after the date the catastrophe was declared; or
- after the catastrophe was declared, we'll reach agreement with you on the amount of loss within 90 days after the date you reported the loss or damage.

However, we'll extend the time necessary to settle your claim in the following situations:

- we suspect the claim is fraudulent and we begin an investigation;
- you don't provide us with the necessary information following our request for such information; or
- you file suit against us in connection with the claim before the expiration of the 90-day period.

However, this doesn't invalidate our right to deny your claim, nor the right of either party to seek judgment in a court having jurisdiction.

Property Protection

If your policy includes property protection, the following two changes apply.

1. Any reference in your agreement to a "Fire department service charge" is deleted.

2. **Replacement cost optional coverage.** If your policy includes residential buildings that you own and lease to others, the following replacement cost optional coverage applies.

   We'll pay for loss or damage to a residential building based on its actual cash value until the actual repair or replacement is completed. However, if the actual cash value is insufficient to initiate repair or replacement of the damaged property, we'll advance you the amount necessary to begin repair or replacement. We'll also pay any additional amounts necessary to continue the repair or replacement. However, we won't pay more for loss or damage than the limit of coverage that applies to the damaged property or the amount of loss payment we've previously agreed upon.

   The following special provisions apply:

   - You'll forward to us a copy of the agreement between you and the contractor with the estimated cost and completion date for the repairs.
   - We'll send you the balance, if any, of the additional amount we agreed upon when you forward to us evidence of the completion of the repairs to the damaged residential building.

   We'll pay on an actual cash value basis if you notify us to do so within 180 days after the loss or damage.

Intentional Loss

If your policy includes property or inland marine protection, the following two changes apply to that protection.

1. The following is added to the Exclusions - Losses We Won't Cover section. This change excludes coverage.

   Intentional loss. We won't cover loss caused by any act which was committed:

   - by or at the direction of any protected person; and
   - with the intent to cause loss.

   However, we won't apply this exclusion to loss to an innocent protected person's covered property if:

   - such loss would be otherwise covered by this agreement;
   - such loss results from domestic abuse; and
   - the protected person did not cooperate in or contribute to the creation of the loss.

   We'll cover the protected person's financial interest in the covered property up to the limit of coverage that applies.

   Domestic abuse means attempting to cause or intentionally, knowingly, or recklessly causing damage to property for the purpose of intimidating or attempting to control the behavior of another person, including a minor.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

2. The following is added to the Recovering Damages From A Third Party section of your General Rules.

   If we pay a protected person who is a victim of domestic abuse for loss caused by such abuse, the rights of that protected person to recover damages from the perpetrator of the domestic abuse are transferred to us, to the extent of our payment. The protected person may not waive their rights to recover against the perpetrator of the domestic abuse after the loss.

Other Terms

All other terms of your policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

NORTH CAROLINA REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with North Carolina law.

Maintaining Your Coverage

If your policy includes Property Protection, the following paragraphs replace the Maintaining your coverage section.

You must keep your building and property in as safe a condition as possible. However, you agree to tell us if you are aware of a condition under your control that increases the risk of loss or if protection is reduced.

Your rights under this agreement won't be affected by action or inaction of the owner or occupant of a covered building over which you have no control.

Protective Safeguards

If your policy includes Property Protection, the following paragraph replaces the "Protective safeguards" section.

You must maintain any protective safeguards that were stated in your application for insurance or for which we gave you credit in setting our rates.

Your Responsibility

If the Protective Safeguards Endorsement is included in your policy, the following paragraphs replace the Your Responsibility section.

You promise to keep the protective safeguards systems and services under your control in good working order while this agreement is in effect.

You agree to tell us if protection is reduced or if the system or supervisory service is suspended, as soon as you know about it. You also agree to tell us if you make any unsprinklered additions to sprinklered buildings. Of course, if there's a leak, a break in a pipe, a sprinkler head opens or there's a danger of freezing, you can shut off the affected part of a sprinkler system. But you must tell us right away and restore protection as soon as you can.

Earth Movement Exclusion

If your policy includes Property Protection, the following bulleted item is deleted from the "Earth movement" exclusion:

- Eruption, explosion, or effusion of a volcano other than volcanic action.

Barbers And Beauticians Liability Exclusions

If Barbers And Beauticians Professional Liability Protection is included in your policy, the following exclusions don't apply;

- underage employee;
- eye injury; and
- flammable articles.

How Your Property Is Valued

The following sentence is added to the "Property insured for replacement cost" paragraph of this section.

We also won't figure your loss on a Replacement cost basis until you actually repair or replace damaged property on the same premises or some other location within the state of North Carolina.

Business Income Endorsement

If your policy includes the Business Income Endorsement, the Business Income Coinsurance Rule doesn't apply. Refer to your Property Protection agreement for the coinsurance rule that applies.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

Claim Information

If your policy includes claims made liability protection, the following general rule is added.

Your right to claim information We'll send the first named insured the claim information described below in connection with your claims made liability protection. But we'll only provide this information for the years you had the claims made liability protection with us, or for the past three years, whichever is less.

- The total amount of loss payments on claims closed, including the date and description of each event;
- The total amount of loss reserve and payments on claims that are still open, including the date and description of each event. Reserve amount, if any, is based on our judgement. This reserve may be subject to change and shouldn't be considered as final settlement value.
- The date and description of each event reported to us for which no amounts have been paid or reserved.

We agree to provide this information within 45 days after the first named insured's request.

Property Protection - Other Insurance

If your policy includes Property Protection, the Other Insurance section of your Agreement is replaced by the following.

When this agreement and other collectible Property insurance both apply to a loss, we'll pay only our share of the loss. Our share will be the same proportion of the loss that our limit of coverage bears to the total of all available limits.

Cancellation

The Cancellation section of the General Rules is replaced by the following. But this change doesn't apply to Forgery and Dishonesty Protection if included in this policy.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, the first named insured must deliver the policy, or the part to be cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date the policy or individual insuring agreement is to be cancelled. The first named insured will get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured and your agent. We'll also send a copy of the notice to any mortgage holder, or any other person or organization shown in the Coverage Summary as having an interest in covered property. We'll send notice at least 15 days before coverage will end if we cancel for nonpayment of premium. If you pay the required premium before that date, the cancellation won't take effect. We'll send the notice at least 30 days before coverage will end if we cancel for any other reason.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a renewal policy, we can cancel before the policy period ends or on the policy's anniversary only for the following reasons. :

1. Nonpayment of premium.
2. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation. This reason also applies to an act of fraud made against us after we have issued your policy that affects the insurability of the risk.
3. *Conviction of a crime.* We can cancel if you are convicted of a crime that results from acts that increase any hazard you're insured against.
4. *Failure to follow written loss control recommendations.* We can cancel if you or your representative knowingly fail to put reasonable loss control measures into effect after we have notified you of

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

such measures. But only if failing to do so affects the insurability of the risk.

5. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard were insuring against. But this doesn't include a change that we should reasonably have foreseen when we issued this policy.

6. *Determination by the Insurance Commissioner.* We can cancel this policy if the Commissioner Of Insurance determines that continuing this policy would put us in violation of North Carolina laws.

7. *Breaking the rules of this policy.* We can cancel this policy if you violate any of this policy's rules, if doing so affects the insurability of the risk.

8. *Loss of reinsurance.* We can cancel this policy if we lose reinsurance, as provided by North Carolina Law, that affects your policy.

9. *Other reasons approved by you.* We can cancel this policy for any other reasons that have been approved by you.

If we cancel, we'll mail or deliver a notice of cancellation to the first named insured and your agent. If we cancel for nonpayment of premium, we'll send notice at least 15 days before coverage will end. If you pay the required premium before that date, the cancellation won't take effect. If we cancel for any other reason, we'll send notice at least 30 days before coverage will end. The notice will state the reason for cancellation. We'll also send a copy of the notice to any mortgage holder, or any other person or organization shown In the Coverage Summary as having an interest in covered property. If we fail to send property notice to the mortgage holder or other person or organization, it will only affect any rights or interests that person or organization has. The cancellation will still be effective for you.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to the first named insured at least 45 days before the expiration date or anniversary date of this policy, unless:

- you've insured property originally covered by this policy under another policy;
- you've obtained replacement insurance; or
- you've requested or agreed in writing to non-renewal.

The notice will state the reason for cancellation.

Renewal with an increase in Premium or decrease in coverage. We won't increase your premium or deductible for this policy or decrease any coverage when we renew it unless we mail a notice to you at least 45 days before the renewal date. This notice will include the actual reason for such change.

Special rule for employee dishonesty protection. If your policy includes Blanket Employee Dishonesty Protection or Scheduled Employee Dishonesty Protection, the following rule is added. But only for those agreements.

If you or any partner or officer in your business learn that an employee has committed a dishonest act, you must notify us immediately. Coverage will end for that employee after we mail or deliver 15 days notice of cancellation. But this rule won't apply if the partner or officer who learns of the dishonest act is working with the employee in committing the dishonest act.

Special rule for contractors. If your policy includes Contractors Commercial General Liability Protection or Contractors Umbrella Excess Liability Protection, the following applies:

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least:

- 15 days before coverage will end if we cancel for nonpayment of premium; or
- 90 days before coverage will end if we cancel for any other reason we explain above.

Mailing the notice. Mailing the cancellation or non-renewal notice to the first named insured's and loss payee or mortgage

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

holder's last address known to us will be considered proof you were notified.

Appraisal Of Property Disputes

If your policy includes property insurance and agreement can't be reached on the amount of a property loss or the value of the property, the following procedure will be used:

1. One of us will make a written demand for an appraisal.

2. Each will select a competent and impartial appraiser and notify the other of the selection within 20 days of the demand.

3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire within 15 days, they must ask that one be selected by a judge of a court having jurisdiction.

4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding..

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

OKLAHOMA REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with Oklahoma law.

How Your Coverage Is Changed

Recovering Damages From A Third Party

If your policy includes Commercial General Liability Protection or Health Care Facility Liability Protection, the Recovering Damages From A Third Party rule doesn't apply to any medical expenses coverage provided by that protection.

Cancellation

The cancellation section of the General Rules is replaced by the following.

How you can cancel. The first named insured can cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date the policy is to be cancelled. If the first named insured cancels the policy, the first named insured will get a refund of any unused premium less a charge for early cancellation.

How we can cancel a policy in effect less than 45 business days. When the policy has been in effect less than 45 business days, and isn't a renewal or continuation policy, we may cancel for any reason by mailing a notice to the first named insured 10 days before coverage will end for nonpayment of premium, or we'll mail a notice 30 days before coverage will end for any other reason.

How we can cancel a policy in effect 45 business days or more. When the policy has been in effect 45 business days or more or is a renewal or continuation policy, we can only cancel for any of the following reasons.

1. *Nonpayment of premium.* We'll mail a notice to you at least 10 days before coverage will end if we cancel for this reason.

2. *Fraud or misrepresentation.* We can cancel this policy if we discover fraud or material misrepresentation in your application for this insurance or in your report of a claim.

3. *Reckless acts.* We can cancel this policy if we discover that you've knowingly committed willful or reckless acts, or failed to perform some act which increases the risk you're insured against.

4. *Change in the risk.* We can cancel this policy if we discover that there has been a change in the risk that substantially increases any hazard that you're insured against after your policy has been issued or renewed.

5. *Violation of a law.* We can cancel this policy if we discover that you have violated any local fire, health, safety, building or construction law involving covered property, which increases any hazard that you're insured against.

6. *Ruling by the Insurance Commissioner.* We can cancel this policy if the Insurance Commissioner determines that if we continue the policy, we would be in violation of this state's insurance laws.

7. *Conviction of certain crimes.* We can cancel this policy if you've been convicted of a crime that involved an act which increased any hazard that you're insured against.

8. *Loss of reinsurance.* We can cancel if we lose or have a substantial change in reinsurance that applies to this policy.

We can cancel such policies by mailing or delivering a notice to the first named insured 10 days before coverage will end for nonpayment of premium, and 30 days before coverage will end for any other reason.

Nonrenewal. If we decide not to renew or continue this policy, we'll mail a notice to the first named insured at least 45 days before the end of the policy period.

However, this rule won't apply if:

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

•we've offered to renew your policy;
•you've obtained replacement insurance; or
•you've agreed in writing to obtain replacement insurance.

If we offer to renew or continue your policy, and you don't accept, the policy will expire at the end of the policy period. If we offer to renew your policy, and you fail to pay the required premium when due, we'll consider this to mean that you don't accept our offer.

If we fail to send at least 45 days notice of nonrenewal, your policy will continue in effect until 45 days after we've sent the notice. The premium for this period will be based on the rate that had been in effect.

If we fail to send proper notice of nonrenewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

Unused premium. If we cancel or decide not to renew your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro rata basis. If the first named insured cancels the policy, the refund may be less than pro rata.

Special rule for contractors. If your policy includes Contractors Commercial General Liability Protection or Contractors Umbrella Excess Liability Protection, the following applies:

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least:
•10 days before coverage will end if we cancel for nonpayment of premium; or
•90 days before coverage will end if we cancel for any other reason we explain above.

Mailing the notice. We'll mail any notice of cancellation or nonrenewal to the first named insured's last address known to us. We can deliver any notice instead of mailing it. Proof that we have mailed any notice is proof you were notified.

Increase in premium or decrease in amounts of coverage.

We won't increase your premium for this policy or decrease the amount of coverage when we renew it unless we mail a notice to the first named insured at least 45 days before the renewal date.

However, this rule won't apply to a change that's due to either of the following:
•changes in a rate, plan, or policy form which apply to an entire class of business; or
•changes which are based on an altered nature or extent of the risk we're insuring against.

If we fail to send proper notice, you'll have the 45 day period before the premium increase or decrease in amount of coverage will take place. If you decide that you do not want to renew at the increased rate or with the decreased coverage, we'll send the first named insured a refund figured on a pro rata basis at either:
•the current rate; or
•the previous policy year's rate;
whichever is lower.

Prejudgment Interest

If your policy includes liability protection, the following is added to the What This Agreement Covers section. This change broadens coverage.

We'll also pay the prejudgment interest awarded against the protected person on that part of any judgment paid by us. And we'll consider such payment to be in addition to the limits of coverage. But if we make an offer to pay the limit of coverage that applies, we won't pay prejudgment interest that accumulates after the date of our offer.

Umbrella Excess Liability Protection - Claims Made

If your policy includes Umbrella Excess Liability Protection - Claims Made, the following is added to the Extended Reporting Period section of your agreement.

We'll figure the additional premium for the Extended Reporting Period Endorsement according to our rules and rates. But we won't charge more than 200% of the annual premium for the last policy year of this agreement.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

Appraisal Of Property Disputes

The appraisal of property disputes of the General Rules is replaced by the following.

If your policy includes property insurance and agreement can't be reached on the amount of a property loss or the value of the property, the following procedure will be used:

1. Either one of us will make a written demand for an appraisal. However, only the party that demanded the appraisal will be bound by the result of that appraisal.

2. Each will select a competent and impartial appraiser and notify the other of the selection within 20 days of the demand.

3. The appraisers will select a competent and impartial umpire. If, after a notice of hearing is sent to the nonrequesting party by certified mail, they can't agree on an umpire, either may ask that one be selected by a judge in the district court in the county where the loss occurred. This selection must take place within 15 days after the appraisers have been selected.

4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding on the party that demanded the appraisal.

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

If we submit to an appraisal, we'll still retain our right to deny the claim.

Other Terms

All other terms of your policy remain the same.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

SOUTH CAROLINA REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with South Carolina law.

Cancellation

The following replaces the Cancellation section of the General Rules.

You can cancel this policy in whole or in part at any time. We have the same right.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement canceled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel a policy in effect less than 90 days. When the policy has been in effect less than 90 days, and isn't a renewal or continuous policy, we may cancel for any reason by mailing a notice to the named insured within this period. We'll mail the notice 30 days before coverage will end, 10 days if we're canceling for nonpayment of premium. We'll mail or deliver the cancellation notice to the named insured's and agent's last address known to us. Proof of mailing the notice will be considered proof you were notified.

How we can cancel a policy in effect 90 days or more. When the policy has been in effect 90 days or more, or is a renewal or a continuous policy, we may cancel only for the following reasons.

1. *Nonpayment of premium.*

2. *Material misrepresentation.* We may cancel this policy if we discover that, in obtaining this policy, you have made a fraudulent statement or a material misrepresentation of a fact. If we had known about this fact, we would not have issued your policy.

3. *Change in the risk.* We may cancel this policy if a substantial change occurs in the risk we're protecting against. But this doesn't apply to a change that we should reasonably have foreseen when we wrote your policy.

4. *Breaches of your duties.* We may cancel this policy if you fail to live up to your promises, or fail to comply with one of the rules of this policy.

5. *Loss of reinsurance.* We may cancel this policy if we lose reinsurance that has covered all or a substantial part of your policy. We may also cancel your policy if continuing it would risk making the company insolvent, or violate the insurance laws of South Carolina.

   However, we must notify the Commissioner Of Insurance, in writing, at least 60 days before we cancel for any of the reasons permitted under item 5. The Commissioner will, within 30 days of such notification, approve or disapprove the cancellation.

And any cancellation notice we send will state the reason for cancellation.

Non-renewal

We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to the named insured at least 30 days before the expiration date of this policy, or the anniversary date if this is a continuous policy. The notice will show the reason for non-renewal.

We'll mail or deliver the notice to the named insured's and agent's last address known to us. If we mail the notice, proof of mailing it will be considered proof you were notified.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Our Right To Inspect And Audit

The following replaces the Our Right To Inspect And Audit section of the General Rules.

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. However, we're not required to:

- make inspections; or
- guarantee that your property or operations are safe, or conform to any laws, codes, standards, or regulations;

except as required by state or municipal laws, codes, standards, or regulations for the certification of boilers, pressure vessels, or elevators.

This rule also applies to any organization which makes insurance inspections, surveys, reports or recommendations for us.

You also agree to let us examine and audit your financial books and records that relate to this insurance at any time up to three years after this policy ends.

Liability Protection

If your policy includes any liability insuring agreement, any exclusion for punitive damages in any such agreement is deleted.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

UTAH REQUIRED ENDORSEMENT

The St Paul

This endorsement changes your policy to comply with Utah law.

Lawsuits Against Us

The "If your policy includes property insurance" part of the Lawsuits Against Us section of the General Rules is replaced by the following.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within 3 years after the date on which the direct physical loss or damage occured.

What To Do If You Have A Loss

The following rules are added to the "Loss or damage to covered property" section of What To Do If You Have A Loss.

You must give prompt notice of the loss or damage to us or our agent. This must include a description of the property involved. One way in which you may do this is to mail the notice to us, postage prepaid, using first class mail through the U.S. Postal Service.

You must send a signed, sworn statement of loss that contains the information we request to settle your claim. We will give you the necessary forms.

You must send this statement within 60 days after we request it. If you show that it wasn't possible to send this statement within 60 days after our request, failure to do so won't make your claim invalid. But you will have to prove to us that you sent the statement in as soon as reasonably possible. One way in which you may do this is to mail the notice to us, postage prepaid, using first class mail through the U.S. Postal Service.

Cancellation

The cancellation section of the General Rules is replaced by the following.

How you can cancel. The first named insured may cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date you want the policy cancelled. If you cancel the policy, you'll get a refund of any unused premium less a charge for early cancellation.

How we can cancel a policy in effect less than 60 days. When the policy has been in effect less than 60 days, and isn't a renewal or continuation policy, we may cancel for any reason by mailing a notice to you within this period. We'll give a notice to you 10 days before coverage will end.

How we can cancel a policy in effect 60 days or more or a renewal. When the policy has been in effect 60 days or more or is a renewal or continuation policy, we may only cancel for any of the following reasons.

1. *Nonpayment of premium.*

2. *Fraud or misrepresentation.* We can cancel if you commit fraud or material misrepresentation.

3. *Change in the risk.* We can cancel if there's a substantial change in the risk we're insuring against. But this doesn't apply to a change that we should reasonably have forseen when we issued you policy.

4. *Breach of your duties.* We can cancel if you violate any of the rules of this policy or break any of your promises.

If we cancel for any of these reasons, we'll deliver or send, by first class mail, a notice of cancellation to the first named insured.

If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send the notice at least 30 days before coverage will end. The notice will show the reason for cancellation.

©St.Paul Fire and Marine Insurance Co.1992 All Rights Reserved

Special rule for contractors. If your policy includes Contractors Commercial General Liability Protection or Contractors Umbrella Excess Liability Protection, the following applies:

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least:
- 10 days before coverage will end if we cancel for nonpayment of premium; or
- 90 days before coverage will end if we cancel for any other reason we explain above.

Unused premium. If we cancel this policy, you'll get a refund of any unused premium as soon as possible. However, the cancellation will be effective whether or not you've been paid or offered the unused premium.

The policy will end on the date shown in the cancellation notice.

Non-renewal We may decide not to renew or continue this policy. If so, we'll send a notice of non-renewal to you by first class mail at least 30 days before the end of the policy period, or the anniversary date of this policy.

We don't have to send a non-renewal notice if:
- it was agreed from the beginning that your policy was not renewable;
- you've obtained replacement insurance; or
- you've requested or agreed to non-renewal.

Mailing The Notice

We'll mail any notice of cancellation or non-renewal mail to the first named insured's last address known to us.

Claim Information

The following is added to the General Rules if your policy includes any of the following:
- Commercial General Liability Protection - Claims Made;
- Liquor Liability Protection - Claims Made; or
- Products And Completed Work Liability Protection - Claims Made;

We will provide the first Named Insured the following information relating to this and any preceding such liability claims made coverage part we have issued to you during the previous three years:

- The date and description of the event on closed claims including the amount of payment, if any.
- The date and description of the event on open claims including the amount of payments and reserves, if any. Amounts reserved are based on our judgement. They are subject to change and should not be regarded as ultimate settlement values.
- The summary of payments made and amount reserved, by policy year, separated out according to "total limit" and "products and completed work limit."

If we cancel or elect not to renew the Commercial General Liability Claims-made coverage part, we'll provide this information no later than 30 days before the date of policy termination. Or we'll provide this information if we receive a written request from you. We'll send this information only once each 12 months. we'll provide it within 30 days of receipt of the request. We won't honor any requests for information that we receive more than three years after you policy is terminated.

This information can't be given to any person or organization making a claim under this policy, or their representative, without our permission.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the first named insured, we don't make any warranties or promises to anyone that this information has no errors. Any cancellation or non-renewal will take effect even if we accidentally provide incorrect information.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1992 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
ARIZONA

The St Paul

This endorsement changes your Commercial Auto Insurance to comply with Arizona law.

How Coverage Is Changed

Auto Or Garage Physical Damage Protection

If your policy includes Auto or Garage Physical Damage Protection, the following is added to the Deductibles section of your agreement.

For certain covered private passenger autos, no deductible will apply to loss or damage to:

- window or windshield glass; or
- glass, plastic or other material used in the covered auto's lights.

The covered autos to which this applies are indicated by the phrase "Arizona Glass No Deductible" on the Auto Schedule.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

The first named insured can cancel this policy in whole or in part at any time.

How the first named insured can cancel. To cancel this policy or any of the insuring agreements, the first named insured must deliver the policy, or the part you want cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date the policy or individual insuring agreement is to be cancelled. The first named insured will get a refund for the unused premium, less a charge for early cancellation.

How we can cancel a policy in effect less than 60 days. When the policy has been in effect less than 60 days, and isn't a renewal or continuous policy, we may cancel for any reason by mailing a notice to you within this period. If we cancel during this period, we'll mail at least 10 days notice.

How we can cancel a policy in effect 60 days or more. When the policy has been in effect 60 days or more, we may cancel only for the following reasons.

1. Nonpayment of premium.
2. *Conviction of a Crime.* We may cancel this policy if a protected person is convicted of a crime that results from acts that increase the hazard we're insuring against.
3. *Fraud or misrepresentation.* We may cancel this policy if we discover that in obtaining this policy, continuing the policy or presenting a claim under the policy, you have committed a fraud or made a material misrepresentation.
4. *Change in the risk.* We may cancel this policy if a change occurs in the risk we're protecting that substantially increases any hazard that we're insuring against. This includes any act or failure to act on your part that substantially increases the hazard. But this reason doesn't apply to a change that we should reasonably have been able to see when we issued your policy.
5. *Breaking the rules of this policy.* We may cancel this policy if we discover that you have not followed the rules of this policy, or you have not lived up to your promises or duties under this policy.
6. *Loss of Reinsurance.* We may cancel this policy if we lose reinsurance that affects your policy.
7. *Determination by the Director Of Insurance.* We may cancel this policy if the Director Of Insurance determines that continuing or renewing this policy would

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

put us in violation of Arizona Insurance Laws, or put us in danger of becoming insolvent.

If we cancel for any of these reasons, we'll mail a notice to you by certified mail or U. S. post office certificate of mailing. We'll send the notice to your last address known to us. The notice will show the reason for cancellation. If we cancel for nonpayment of premium, we'll send the notice at least 7 days after the date the premium, or its installment was due. The cancellation will take effect on the date we mail the notice.

If we cancel for any other reason, we'll send the notice at least 10 days before coverage will end. The notice will show the date cancellation is to take effect. Your policy will end on that date.

Unused premium. You may be entitled to a premium refund. If so, we'll send you the refund. The amount we'll be determined on a pro-rata basis. If the first named insured cancels, the refund may be less than pro-rata. But making or offering to make a refund is not a condition of cancellation.

The effective date of cancellation shown on the notice will become the end of the policy period.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail a notice of non-renewal to the first named insured at least 60 days before the expiration date of this policy. We'll also mail such notice to your agent.

If we fail to mail you the proper notice of non-renewal, and you obtain other insurance, this policy will end on the effective day of the other insurance.

Our offer to renew. If we offer to renew or continue this policy and you don't pay the premium or its installment when due, we'll consider this to mean that you don't accept our offer. If this happens, we can mail a notice of cancellation to you at your last address known to us. We'll mail this notice by certified mail or U.S. post office certificate of mailing. We'll also send notice to your agent. We'll send this notice at least 7 days after the date the premium or its installment was due. Cancellation will take effect at the earlier of the following:

- the date we mail the notice; or
- the date any replacement insurance that you've obtained takes effect.

But this section won't apply if you tell us in writing that you don't want to continue this policy or that you've obtained replacement insurance. Instead, the following rule for ending your policy will apply:

- If you obtain replacement insurance, this insurance will end on the date that replacement Insurance takes effect.
- If you tell us in writing that you don't want to renew your policy, it will end on the date the policy period ends.

Proof of mailing notice of cancellation or non-renewal will be considered proof that you were notified.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

This endorsement changes your Commercial Auto Insurance to comply with California law.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement cancelled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect 60 days or less. If your policy has been in 60 days or less, and is not a renewal or continuous policy, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. If we're cancelling because of nonpayment of premium or because we discovered that any person insured by this policy has committed fraud or made a material misrepresentation either in obtaining this policy or in submitting a claim under this policy, we'll send at least 10 days before coverage will end. If we're cancelling for any other reason we'll send at least 30 days notice before coverage will end. The notice will state the reason for cancellation.

How we can cancel policies in effect more than 60 days. If your policy has been in effect more than 60 days, or is a continuous or renewal policy, we can cancel only for the following reasons:

1. *Nonpayment of premium.* We can cancel if the first named insured fails to pay any premium or premium installment when due. This includes any installment of premium that was from a previous policy we issued that was due during the current policy period.
2. *Fraud or misrepresentation* We can cancel if we discover that any person insured by this policy has committed fraud or made a material misrepresentation either in obtaining this policy or in submitting a claim under this policy
3. *Conviction of a crime.* We can cancel if you are convicted of a crime that increases any hazard you're insured against.
4. *Negligent acts.* We can cancel if we discover that you have committed a willful or extremely negligent act or omission that increases any hazard you're insured against.
5. *Failure to follow loss control requirements.* We may cancel if you or your representative fail to follow reasonable loss control requirements that you agreed to follow in order for us to issue your policy or give you certain premium rates.
6. *Determination by the Insurance Commissioner.* We can cancel this policy if the Commissioner Of Insurance determines that continuing this policy would put us in violation of California insurance laws, or jeopardize our being solvent. We can also cancel if the Insurance Commissioner determines that any loss of or change in reinsurance that we have affecting this policy would threaten our financial position.
7. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard were insuring against. But this doesn't apply to a change that was expected or foreseen by us when we issued your policy.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

If we cancel for nonpayment of premium or fraud or misrepresentation as we have described above, we'll mail a cancellation notice at least 10 days before coverage will end. If we cancel for any other reason, we'll mail or deliver the notice to the first named insured and the agent who sold this policy at least 30 days before coverage will end. The notice will state the exact reason for cancellation.

Nonrenewal. If we decide not to renew or continue this policy, we'll mail a notice to the first named insured at least 60 days but not more than 120 days before the end of the policy period.

If state law requires us to give additional notices or changes our notice requirements, we will provide such additional notices or changes as needed.

If we offer to renew or continue your policy, and you don't accept, the policy will expire at the end of the policy period. If we offer to renew your policy, and you fail to pay the required premium when due, we'll consider this to mean that you don't accept our offer.

If we fail to send proper notice of nonrenewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

The notice will show the reason for nonrenewal.

Mailing the notice. Mailing the cancellation or nonrenewal notice to the first named insured's and agent's last address known to us will be considered proof you were notified.

Auto or Garage Liability Protection

The following changes are made in your Auto or Garage Liability Protection.

Limits Of Coverage

The following paragraph is added to your Auto or Garage Liability Protection.

Limitations on amounts payable. Any amount payable under this coverage to the owner or driver of an uninsured motor vehicle will be reduced by amounts payable to a protected person under this policy's California Bodily Injury or Property Damage Uninsured Motorists Protection for the same accident.

The following is added to the Other Insurance section.

Two or more Auto liability policies - one covering Auto dealerships. Two or more policies providing Garage Auto Liability Protection may apply at the time of an accident, and:

- one policy covers an auto dealership; and
- the other policy covers a person or an organization other than an Auto dealership.

If an accident happens involving a dealership owned auto being driven by a customer or person not involved with the dealership, the driver's policy is primary over the policy covering the auto dealership.

Two or more policies - one covering a garage non-dealership. Two or more policies providing Garage Auto Liability Protection may apply at the time of an accident, and:

- one policy covers a garage or similar business and not an auto dealership; and
- the other policy covers another person or organization.

If the auto is owned by the other person or organization but was being driven by someone who was working for the garage or other auto business, that policy is primary over the policy covering the other person or organization.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
COLORADO

The St Paul

This endorsement changes your Commercial Auto Insurance to comply with Colorado Law. These changes apply only to autos licensed or mainly garaged in Colorado.

How Coverage Is Changed

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement canceled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. We'll send the notice at least 10 days before coverage will end if we cancel for nonpayment of premium. We'll send the notice at least 30 days before coverage will end if we cancel for any other reason.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a renewal policy, we can cancel only for the following reasons.

- *Nonpayment of premium.*
- *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, you or your representative have made a false statement or a material misrepresentation.
- *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a substantial change occurs in the risk we're protecting that increases the hazard we're insuring against. But this doesn't apply to a change that you told us about on your application, and that we knew about when your policy began, unless the first named insured has notified us of the change in exposure or risk after the policy began and we accepted it.

If we cancel for nonpayment of premium, we'll mail or deliver a notice to the first named insured at least 10 days before coverage will end. If we cancel for any other reason, we'll mail or deliver the notice at least 45 days before coverage will end. The notice will state the reason for cancellation.

Nonrenewal. If we decide not to renew this policy we'll mail a written notice of nonrenewal to the first named insured's last known mailing address. We'll mail this nonrenewal notice at least 45 days before the expiration date of this policy.

Unused premium. As soon as possible, you'll get a refund of any unused premium you've paid. However, the cancellation will be effective whether or not you've been paid or offered the unused premium.

Mailing the notice. If we mail a notice of cancellation, non-renewal, deletion or decrease in coverage, proof of mailing will be proof that you were notified.

Fraud And Misrepresentation

The following replaces the Fraud And Misrepresentation section of the General Rules.

We won't pay for any loss or damage, or pay any amounts as damages if you or any other protected person:

- conceal or misrepresent any material fact that has to do with any coverage given by this policy; or
- commit fraud.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Other Insurance

Any Other Insurance section in your agreement is replaced by the following.

When this agreement and any other agreement or policy cover on the same basis, either excess or primary, the loss will be paid using the following method:

1. All applicable policies will pay on an equal basis until the policy with the lowest limit of coverage is used up.

2. If any loss remains and:

   - there are two or more remaining policies whose applicable limits of coverage have not been used up, then such policies will continue to pay as described in paragraph 1; or
   - there is one remaining policy, then such policy will continue to pay until its limit of coverage is used up.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
DISTRICT OF COLUMBIA

The St Paul

This endorsement changes your Commercial Auto insurance to comply with District Of Columbia law.

How Your Insurance Is Changed

The cancellation section of the General Rules is replaced by the following.

Cancellation

How you can cancel. The first named insured may cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date the policy is to be cancelled. If the first named insured cancels the policy, we'll refund any unused premium less a charge for early cancellation.

How we can cancel a policy in effect less than 60 days. When the policy has been in effect less than 60 days, and isn't a renewal or continuation policy, we may cancel for any reason by mailing a notice to the first named insured within this period. We'll mail a notice at least 15 days before coverage will end if we cancel for nonpayment of premium. We'll mail the notice at least 30 days before coverage will end if we cancel for any other reason.

How we can cancel a policy in effect 60 days or more. When the policy has been in effect 60 days or more or is a renewal or continuation policy, we can only cancel for any of the following reasons. :

- *Nonpayment of premium.*
- *Suspended auto registration.* We can cancel If the registration of a covered auto has been suspended during the policy period and this results in no covered auto being validly registered.
- *Suspended Drivers license.* We can cancel if you or any other protected person's drivers license is suspended or revoked during the policy period.

If we cancel for any of these reasons, we'll send the first named insured a notice of cancellation at least 30 days before coverage will end. The notice will show the reason for cancellation. The policy will end on the date shown on the notice.

Unused premium. If we cancel this policy, the first named insured will get a refund of any unused premium as soon as possible. This refund will be figured on a pro rata basis. However, the cancellation will be effective whether or not you've been paid or offered the unused premium.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail a notice to you at least 30 days before the end of the policy period.

If we offer to renew this policy and the first named insured fails to pay the required premium when it is due, we'll consider this to mean that you don't accept our renewal offer.

If you obtain other insurance, this policy will end on the date that other insurance is effective.

Mailing The Notice

We'll mail any notice of cancellation or non-renewal by certified mail or United States Post Office receipt of mailing to the first named insured's last address known to us. We can deliver any notice instead of mailing it. Proof that we have mailed any notice is proof of notice.

The notice of cancellation or non-renewal we send will include the following:

- The reason for the cancellation or non-renewal;
- A statement that you have the right to have the cancellation or non-renewal reviewed by the Superintendent of Insurance of the District of Columbia within 15 days;
- A statement that you are eligible for other insurance through another insurance

---

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

company or through the District Of Columbia Automobile Insurance Plan; and

- A statement that an auto's registration can be cancelled or revoked for failure to maintain Insurance.

How we can suspend coverage. We can suspend your coverage, or the coverage of any family member, if you or they drive any auto while yours or their license is under suspension or revocation.

Family member means any person who is related to you by blood, marriage or adoption and is residing in your household. This may include a ward or foster child.

Auto Medical Payments

Any amount payable under Auto Medical Payments Protection will be reduced by the same amount if payable by No-Fault Personal Protection Benefits for the same loss.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
FLORIDA

The St Paul

This endorsement changes your Commercial Auto insurance to comply with Florida law.

This endorsement applies to covered autos licensed or mainly garaged in Florida.

How Your Coverage Is Changed

Auto Or Garage Liability Protection

If your policy includes Auto or Garage Liability Protection, the following is added to the Limit Of Coverage section of your agreement.

We'll provide no less than the $30,000 minimum Limit of Coverage for Bodily Injury and Property Damage that's required by Florida law.

Cancellation

The following replaces the Cancellation section of the General Rules.

How the first named insured can cancel. If you want to cancel, the first named insured must deliver the policy or the part to be cancelled to us or to any of our authorized agents. If this isn't possible notify us by mail and include the date coverage is to end. We'll refund the unused premium to the first named insured, less a charge for early cancellation.

However, if this policy includes Auto Liability Protection or Florida No-Fault Auto Protection as Florida law may require, the first named insured may not cancel during the first 60 days unless:

- the auto is completely destroyed or no longer driveable;
- you no longer own the auto; or
- you purchase another insurance policy that covers the auto previously covered by this policy.

How we can cancel policies in effect 90 days or less. If your policy has been in effect 90 days or less, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. The notice will show the reason for cancellation. We'll mail or deliver the notice at least 10 days before coverage will end if we cancel for non-payment of premium, and 45 days before coverage will end if we cancel for any other reason. But we can cancel immediately without notice if there has been a material misrepresentation or fraud on your part, or if you don't comply with our underwriting requirements that we have already established. This applies unless this policy includes Auto Liability Protection or Florida No-Fault Auto Protection as Florida law may require. If the policy does, we can't cancel for nonpayment of premium during the first 60 days after the new policy was issued, unless a check used to pay the premium to us is not honored for any reason..

How we can cancel policies in effect more than 90 days. If your policy has been in effect more than 90 days, we can cancel only for the following reasons.

1. Nonpayment of premium.
2. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, you have committed fraud or made a material misrepresentation.
3. *Change in the risk.* We can cancel if a change occurs in the risk we're protecting that increases the hazard we're insuring against.
4. Failure to comply with our underwriting requirements. We may cancel if you fail to follow our underwriting requirements within 90 days of the date your coverage was effective.
5. *Cancellation of an entire class of insureds.* We may cancel this policy if the cancellation is for all persons or organizations for a given class or type.

If we cancel for nonpayment of premium, we'll mail or deliver a notice to the first

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

named insured at least 10 days before coverage will end. If we cancel for any other reason, we'll mail or deliver at least 45 days before coverage will end. The notice will show the reason for cancellation.

We'll also send 45 days written notice of cancellation to the Florida Department of Highways Safety and Motor Vehicles if your policy covers:

- autos with a gross weight of 13 tons or more; or
- autos with 3 or more axles.

How we can cancel a renewal policy. If this is a renewal policy, we can cancel for any reason after 60 days past the renewal date. Before that date, we can only cancel for one of the following reasons:

- You fail to respond to our notice that you owe additional premium;
- A check that you give us for premium is not honored for any reason;
- You fail to pay your premium or any installment when it is due;
- You misrepresent anything in your application for insurance; or
- Any reason that would have resulted in the policy being void from the date it was issued.

Non-renewal. If we decide not to renew or continue this policy, we'll mail a notice to the first named insured at least 45 days before the end of the policy period. The notice will show the reason for non-renewal.

If we offer to renew or continue your policy, and you don't accept, the policy will expire at the end of the policy period. If we offer to renew your policy, and you fail to pay the required premium when due, we'll consider this to mean that you don't accept our offer.

If we fail to send proper notice of nonrenewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

Mailing the notice. Proof of mailing the cancellation or non-renewal notice to the first named insured's last mailing address known to us will be considered proof you were notified.

Unused premium. Any unused premium will be refunded to the first named insured as soon as possible. However, the cancellation will be effective whether or not we've made or offered a refund.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

IMPORTANT .

You are required to maintain at least the minimum No-Fault and Liability amounts of insurance required by Florida law for each covered auto.

We'll notify the Florida Department of Highway Safety and Motor Vehicles when we cancel or non-renew any policy providing no-fault or liability benefits within 45 days of our cancellation or non-renewal.

Auto or Garage Physical Damage Protection

If your policy includes Auto or Garage Physical Damage Protection, the following is added to the Deductibles section of your agreement.

Also, no deductible will apply to glass used in the windshield of an auto.

Our Rights To Mediation

The following general rule is added if your policy includes Auto or Garage Liability Protection or Auto Medical Payments Protection.

If you and we disagree over a claim you have filed with us, either of us may choose to go through a process of mediation before any lawsuit is begun to settle the matter. This applies if the disagreement is over a claim involving any of the following:

- bodily injury involving an amount of $10,000 or less; or
- loss to a covered auto or its equipment in any amount.

Either you or we may make a written request for this procedure. Such request must be made to the Florida Department of Insurance on their request form. They will provide the form.

The request must state why mediation is requested, and the issues that are in dispute.

The Florida Department of Insurance will randomly select mediators. You and we may each reject one mediator who has been selected. The mediator will set up a mediation conference, and notify you and us of the date, time and place. This must, however, take place within 45 days of the request for mediation. The conference may be held by telephone. Everyone who participates in this conference must have the authority to act on behalf of whom they represent. They must also act in the best interests of their party, and act in good faith.

We will both share the costs of the mediation equally unless the mediator determines that one of us was not acting in good faith.

Only one mediation can be requested for each claim unless all parties agree to further mediation. After a lawsuit is filed, no mediation can take place that relates to the same facts in dispute in that lawsuit.

This mediation proceeding will be considered informal. Rules relating to the introduction of evidence and other civil procedure will not be enforced.

Appraisal Of Property Disputes

If your policy includes Auto or Garage Physical Damage Protection, the following replaces the Appraisal Of Property Disputes section of the General Rules.

If agreement can't be reached on the amount of loss or the value of the property, the following procedure will be used:

1. Either of us may make a written demand for an appraisal.
2. After that demand has been made, the other party may, before the appraisal, demand the process of mediation that we have described elsewhere in this policy. The process of mediation, as we have explained it, must take place before the appraisal process can be completed. After the mediation process;
3. Each of us will select a competent and impartial appraiser and notify the other of the selection within 30 days of the demand.
4. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

5. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding.

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

If we submit to an appraisal, we'll still retain our right to deny the claim.

Address Information

Should any questions or problems arise, here's who to contact. In addition to the following name, address and phone number, your agent's name, address and phone number can be found elsewhere on your policy.

The St. Paul Companies
600 N. Westshore Blvd, Ste 400
Tampa, Florida 33609
Phone (800) 282-8994 .

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
GEORGIA

The St Paul

This endorsement changes your Commercial Auto insurance to comply with Georgia law.

This endorsement applies to covered autos licensed or mainly garaged in Georgia.

How Your Insurance Is Changed

Auto Liability and Garage Liability Protection

The first paragraph under "Other Insurance" in the Auto Liability Protection and Garage Liability Protection Agreements is replaced by the following.

This agreement provides primary insurance for covered autos you own and autos operated by a protected person but owned by an auto dealership. This agreement provides excess insurance for all other autos you don't own. Excess insurance applies after other collectible insurance has been used up.

If you are an auto dealership this agreement provides excess insurance for autos you own if operated by a protected person other than you or one of your employees.

Exclusions

The Intentional or expected bodily injury or property damage exclusion in your agreement is replaced by the following.

Intentional or expected bodily injury or property damage. We won't cover injury or damage that a protected person expected or intended. However, this exclusion doesn't apply for an amount of coverage up to the minimum amount required by the Georgia Motor Vehicle Safety Responsibility Act.

Garage Auto Physical Damage Protection

If your agreement includes Collision coverage, the following is added to the Collision section of your agreement.

Your Collision coverage is primary for any auto you operate that's owned by an auto dealership.

If you are an auto dealership, Collision coverage is excess for any auto you own, but isn't operated by you or anyone who works for you.

Auto Medical Payments Protection

If your policy includes Auto Medical Payments Protection, the following replaces the What This Agreement Covers section of your agreement.

We'll pay the reasonable costs of necessary medical services for a protected person who suffers bodily injury in an accident while in or struck by a covered auto. If the injury results in death, we'll also pay the reasonable costs of funeral services. But we'll only pay costs for services provided that are reported to us within three years following the date of the accident.

Exclusions

The bodily injury exclusion in your agreement doesn't apply.

Changes In What To Do If You Have A Loss

The following is added to the When This Policy Provides Liability Protection section of What To Do If You Have A Loss.

You or another protected person should tell us or our agent what happened as soon as possible. All of the other steps in this rule should also be followed. But if you or another protected person fail to notify us of a claim or event within 30 days, anyone else who may have a claim under the policy may notify us.

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

Fraud And Misrepresentation

The following replaces the Fraud And Misrepresentation section of the General Rules

We will not pay for any loss or damage if you or any other protected person hide any important information from us, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance - either before or after a loss.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
KANSAS

The St Paul

This endorsement changes your Commercial Auto insurance to comply with Kansas law.

This endorsement pertains to covered autos licensed or mainly garaged in Kansas.

How Your Insurance Is Changed

The following changes are made in your Liability Protection, Physical Damage Protection and the General Rules for your Commercial Auto Insurance.

Auto Or Garage Liability Protection

Limits of coverage. The following is added to the Limits Of Coverage section in the Auto Liability Protection and Garage Liability insuring agreements, if included in your policy.

We will apply the limit shown in the Coverage Summary for Auto Liability or Garage Liability claims to first provide the separate limits required by Kansas Law as follows:

- $25,000 for bodily injury to any one person caused by any one accident; and
- $50,000 for bodily injury to two or more persons caused by any one accident.
- $10,000 for property damage caused by any one accident.

This provision will not change our total limit of coverage.

Liability deductible. If your policy includes Auto or Garage Liability Protection, and includes a liability deductible, the following replaces any description of how we apply that deductible in the settlement of a claim or suit.

If we settle a claim or suit that's subject to the deductible, we will pay that deductible as part of the settlement. You agree to repay us as soon as we notify you of the settlement.

Exclusions - what this agreement won't cover. For your Auto or Garage Liability Protection, the "Property in your care, Injury to a fellow employee, and Workers Compensation" exclusions are replaced by the following.

Property in your care. We won't cover any claim for damage to property owned by, transported by or in the care, custody or control of a protected person. But this exclusion doesn't apply to rented property, a private garage, or to liability you assume under a sidetrack agreement.

Injury to a fellow employee. We won't cover bodily injury to a fellow employee of any protected person:

- resulting from and in the course of the fellow employees' employment for you; or
- while the fellow employee performs duties related to the conduct of your business;

if benefits are required or available for the employee under any workers' compensation or disability benefits law or similar law.

This exclusion doesn't apply to liability assumed by a protected person under a covered contract.

Workers' compensation. We won't cover obligations that protected persons or their insurance companies have under workers' compensation, unemployment compensation, disability benefits or similar laws. But this exclusion doesn't apply to liability you assume under a covered contract.

Other exclusions. The following rules are added regarding other exclusions.

The Racing or demolition contests exclusion in your Auto or Garage Liability Protection doesn't apply.

The "Pollution" exclusion that applies to your policy doesn't apply if the pollution is sudden and accidental.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Auto Or Garage Physical Damage Protection

What we'll pay for a loss. The following is added to "What We'll Pay For A Loss" in the Auto Physical Damage Protection and Garage Physical Damage Protection Agreements.

The amount we'll pay for loss will be adjusted by considering depreciation and physical condition of the property at the time of the loss.

Cancellation

The cancellation section of the General Rules is replaced by the following. But only if you're not an individual, and a covered auto you own is not of the private passenger type. If you are an individual, and a covered auto you own is of the private passenger type, the policy covers fewer than five autos, and you're not in a garage business, we explain the cancellation rules that apply to you in the Cancellation Endorsement For Individual Owners Of Private Passenger Autos Endorsement - Kansas.

How you can cancel. You may cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date you want the policy canceled. If you cancel the policy, you'll get a refund of any unused premium less a charge for early cancellation.

How we can cancel a policy in effect less than 90 days. When the policy has been in effect less than 90 days, and isn't a renewal or continuation policy, we may cancel for any reason by mailing a notice to you within this period. We'll mail a notice to you 10 days before coverage will end for non-payment of premium, and we'll mail a notice to you 30 days before coverage will end for any other reason.

How we can cancel a policy in effect 90 days or more or a renewal. When the policy has been in effect 90 days or more or is a renewal or continuation policy, we may only cancel for any of the following reasons. :

1. Nonpayment of premium.

2. *Misrepresentation.* We can cancel this policy if we discover that we issued this policy as a result of a material misrepresentation on your part.

3. *Violation of this policy's material rules.* We can cancel if you violate any of this policy's material rules.

4. *Underwriting factors that are unfavorable.* We may cancel a policy if factors are discovered that are unfavorable to your risk, that weren't there at the time we issued your policy.

5. *Determination by the insurance commissioner.* We may cancel a policy if the Insurance Commissioner determines that continuing this policy would put us in a hazardous financial condition, or would put us in violation of Kansas law.

6. *Loss of reinsurance.* We may cancel a policy if the Insurance Commissioner determines that we no longer have enough reinsurance to meet our needs.

Unused premium. If we cancel this policy, you'll get a refund of any unused premium as soon as possible. If we cancel, the refund will be figured on a pro-rata basis. If the first named insured cancels, the refund may be less than pro-rata. However, the cancellation will be effective whether or not you've been paid or offered a refund.

The policy will end on the date shown in the cancellation notice.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail a notice to you at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, the policy will end on the last day of the current policy period.

If you don't pay the premium by the date it's due to renew or continue the policy, it will mean that you have decided to end the policy.

If we fail to mail a proper non-renewal notice to you and you obtain other insurance, this policy will end on the date that insurance is effective.

Mailing The Notice

We'll mail any notice of cancellation or non-renewal by certified or registered mail or United States post office certificate of mailing to you or your agent at your last address known to us. Proof that we have

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

mailed any notice will be considered proof you were notified.

Notice to the Director of vehicles. If you are an auto dealership or a mobile home dealer, and we cancel your policy, we'll send the Director of Vehicles 30 days notice of cancellation.

Fraud and Misrepresentation

The following replaces the Fraud and Misrepresentation section of the General Rules.

We will not pay in any case of fraud by you at any time as it relates to coverage by this policy. We will also not pay if you or any other person or organization insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- this policy;
- any covered auto;
- your interest in any covered auto; or
- any insurance application, rating, claim, or coverage form for this policy.

Appraisal Of Property Disputes

The following replaces the Appraisal Of Property Disputes section of the General Rules

If your policy includes Auto Physical Damage insurance and agreement can't be reached on the amount of a property loss or the value of the property, **the following procedure may be used, if both of us agree:**

1. One of us will make a written request for an appraisal.
2. Each will select a competent and impartial appraiser and notify the other of the selection within 30 days of the demand.
3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.
4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. **Agreement of two out of three will be binding.**

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
MARYLAND

The St Paul

This endorsement changes your Commercial Auto insurance to comply with Maryland law.

How Your Insurance Is Changed

The following changes are made in your Liability Protection, Physical Damage Protection, and the General Rules for your Commercial Auto insurance and your Garage insurance.

Change In Auto Or Garage Liability Protection

The Injury to a fellow employee exclusion is replaced by the following.

Injury to a fellow employee. We won't cover bodily injury to a protected person's fellow employee arising out of his or her job.

However, this exclusion doesn't apply for coverage in an amount up to the minimum limit set by the Maryland Vehicle Law.

Change In Garage Liability Protection

The Other Insurance section is replaced by the following:

Other Insurance

For any covered auto you own, this agreement provides primary insurance except that this agreement will be secondary over any other collectible insurance available to your customers while a covered auto you own is being used as a replacement vehicle.

For any covered auto you don't own, the coverage provided by this agreement is excess over any other collectible insurance.

For a covered auto which is a trailer connected to another vehicle, the liability coverage that this agreement provides is:

- excess while it is connected to a motor vehicle you do not own.
- primary while it is connected to a covered auto you own.

Replacement vehicle means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by your customer is not in use because of its breakdown, repair, servicing, or damage.

Change In Physical Damage Protection

If your Commercial Auto Policy includes Auto or Garage Physical Damage Protection, the Sound equipment exclusion is changed by adding the following.

But we will cover loss to one tape or other sound reproducing device from a permanently mounted tape deck or other permanently mounted sound reproducing equipment.

Cancellation

The following replaces the Cancellation section of the General Rules.

Cancellation rule for individual owners of private passenger autos. If you are an individual and a covered auto you own is of the private passenger type, the cancellation section of the General Rules is replaced by the following.

How you can cancel. The first named insured may cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date policy is to be canceled. If the first named insured cancels the policy, you'll get a refund of any unused premium less a charge for early cancellation.

How we can cancel a policy in effect less than 45 days. When this policy has been in

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

effect less than 45 days, and is not a continuous or renewal policy, we can cancel for any reason. If we cancel, we'll mail or deliver a cancellation notice to the first named insured. We'll send a notice 10 days before coverage will end if we cancel for nonpayment of premium. We'll send a notice 45 days before coverage will end if we cancel for any other reason.

How we can cancel a policy in effect 45 days or more. When this policy has been in effect 45 days or more, or is a continuous or renewal policy, we can only cancel for one of the following reasons.

- *Nonpayment of premium.*
- *Suspended driver's license.* We can cancel if your driver's license, or the driver's license of someone who lives with you or customarily uses a covered auto has been suspended or revoked during the policy period. However, before canceling this policy we will offer to continue it with a provision excluding coverage for any such named person whose license has been suspended or revoked during the policy period. If you accept this offer, we'll issue the Named Driver Exclusion Endorsement.
- *Material misrepresentation.* We can cancel if we discover that you've committed fraud or made a material misrepresentation in having the policy issued.
- *Replacement policy.* We can cancel this policy if we issue another policy with similar coverages and the same limits for the covered auto. The replacement policy will be effective on the date of the cancellation of this policy. It will end a year after this policy begins or on this policy's expiration date if that's earlier.

If this policy has been issued for more than a year, or without a fixed expiration date, we can cancel at an anniversary for any reason.

If we cancel for any of these reasons, other than nonpayment of premium, we'll mail the notice at least 45 days before coverage will end; 10 days before coverage will end if we cancel for nonpayment of premium.

This notice will show the date cancellation is to take effect. The policy will end on that date.

Unused premium. If we cancel this policy, you'll get a refund of any unused premium as soon as possible. The refund will be figured on a pro-rata basis. However, the cancellation will be effective whether or not you've been paid or offered the unused premium.

Non-renewal. If we decide not to renew or continue this policy, we'll mail a notice to you at least 45 days before the end of the policy period.

When the policy period is other than 1 year, we can choose not to renew the policy only at an anniversary of the original effective date.

We will not refuse to renew or continue this policy because of your claim experience or driving record, or the claim experience or driving record of someone who lives with you or regularly uses a covered auto. However, we may only offer to continue or renew it with a provision excluding coverage for any such named person who's experience or driving record would justify nonrenewal. If you accept this offer, we'll issue the Named Driver Exclusion Endorsement.

If we offer to renew or continue your policy, and you don't accept, the policy will expire at the end of the policy period. If we offer to renew your policy, and you fail to pay the required premium when due, we'll consider this to mean that you don't accept our offer.

If we fail to send proper notice of non-renewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

Mailing The Notice

We'll mail any notice of cancellation or non-renewal to the first named insured's last address known to us. We can deliver any notice instead of mailing it. Proof that we have mailed any notice is proof you were notified.

Cancellation rule for all than individual owners of private passenger autos. The cancellation section of the General Rules applies, except for the following changes.

How we can cancel. If we cancel this policy, we'll mail or deliver a cancellation notice to

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

the first named insured at least 45 days before coverage will end - 10 days if we're canceling for non-payment of premium.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail a notice to the first named insured by certified mail at least 45 days before the end of the policy period.

If we fail to mail a proper non-renewal notice to the first named insured and you obtain other insurance, this policy will end on the date that insurance takes effect.

Mailing the notice. If we cancel for nonpayment of premium, we'll mail the notice of cancellation by first class mail. If we cancel for any other reason, or decide not to renew, we'll mail the notice of cancellation or nonrenewal by certified mail. We'll mail the notice to your last address known to us. Proof that we have mailed any notice is proof of notice.

Fraud And Misrepresentation

The following is added to the Fraud And Misrepresentation section of the General Rules.

However, we'll provide liability coverage to a protected person for damages sustained by any person who has not:

- intentionally concealed or misrepresented a material fact; or
- made fraudulent statements or engaged in fraudulent conduct;

if such damages result from an accident which is otherwise covered under this policy.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT NEW MEXICO The St Paul

This endorsement changes your Commercial Auto Insurance to comply with New Mexico law.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement cancelled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured at least 10 days before coverage will end.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a continuation or renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*

2. *Negligent acts.* We can cancel if you knowingly act or fail to act in a way that is negligent. But only if that act or failure to act increases the hazard we're insuring against.

3. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation.

4. *Suspension of drivers license.* We may cancel if your drivers license, or the license of someone who lives with you or who customarily uses a covered auto, is suspended or revoked.

5. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard were insuring against.

We'll mail or deliver a cancellation notice to the first named insured:
- at least 10 days before coverage will end if we cancel for nonpayment of premium;
- at least 15 days before coverage will end if we cancel for fraud or misrepresentation, negligent acts or suspension of drivers license; and
- at least 30 days before coverage will end if we cancel for change in the risk.

The notice will state the reason for cancellation.

Unused premium. If we cancel your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro-rata basis. If the first named insured cancels the policy, the refund may be less than pro-rata. But the cancellation will take effect whether or not you've been offered or made a refund.

Non-renewal. If we decide not to renew or continue this policy, we'll mail a notice to the first named insured at least 30 days before the end of the policy period.

If we offer to renew or continue your policy, and you don't accept, the policy will expire at the end of the policy period. If we offer to renew your policy, and you fail to pay the required premium when due, we'll consider this to mean that you don't accept our offer.

If we fail to send proper notice of nonrenewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

Mailing the notice. We'll mail any notice of cancellation or non-renewal to the first named insured's last address known to us. We can deliver any notice instead of mailing it. Proof

©St.Paul Fire and Marine Insurance Co.1987

that we have mailed any notice is proof you were notified.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1987

COMMERCIAL AUTO REQUIRED ENDORSEMENT
NORTH CAROLINA

The St Paul

This endorsement changes your Commercial Auto insurance to comply with North Carolina law.

This endorsement pertains to covered autos licensed or mainly garaged in North Carolina.

How Your Insurance Is Changed

The following changes are made in your Liability Protection, Physical Damage Protection, Medical Payments Protection, Garagekeepers Protection and the General Rules for your Commercial Auto or Garage insurance.

Auto Or Garage Liability Protection

Limits of coverage. The following is added to the "Limits Of Coverage" section of your Auto Liability Protection, Garage Liability Protection, or Liability Protection For Autos You Don't Own.

We will apply the limit shown in the Coverage Summary for Auto Liability or Garage Liability claims to first provide the separate limits required by North Carolina law as follows:

- $25,000 for bodily injury to any one person caused by any one accident; and
- $50,000 for bodily injury to two or more persons caused by any one accident.
- $15,000 for property damage caused by any one accident.

This provision will not change our total limit of coverage.

Which autos are covered. The following is added to the "Which Autos Are Covered" section of your agreement.

If you have coverage for owned autos only, a temporary substitute for one of these will also be a covered auto if:

- the owned auto is out of service because of its breakdown, repair, servicing, loss or destruction;
- the temporary substitute is owned by someone other than you or a member of your household; and
- the temporary substitute is used with permission of the owner.

Coverage for the temporary substitute auto is excess over any other collectible insurance.

Pollution exclusion.

The "Pollution" exclusion in your agreement is replaced by the following.

Pollution. We won't cover bodily injury or property damage that results from pollution at or from:

- your premises;
- a waste or disposal site; or
- your work site.

This exclusion also applies to bodily injury or property damage that results from pollution from property:

- while being transported or towed, such as cargo, by a covered auto, including loading and unloading; and
- while being stored, disposed of, treated or processed in or on a covered auto.

Nor will we cover bodily injury or property damage that results from pollution caused by waste pollutants.

We also won't cover any loss, cost or expense that results from any governmental request or order that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants or waste pollutants.

But this exclusion doesn't apply to fuels, lubricants, fluids, exhaust gasses, or other similar pollutants that have leaked from a covered auto if they're needed for or result from normal electrical, hydraulic or mechanical functioning of the auto and leak from the part of the auto designed by it's manufacturer to hold, store, receive, or dispose of them. For example:

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

One of your covered autos is a tow truck. The hydraulic system of the truck leaks. We'll cover pollution that results from this leak.

Another example of what this exclusion doesn't apply to is:

A tow truck you own collides with another vehicle. The gas tank of your tow truck leaks. We'll cover pollution that results from this leak.

Nor does this exclusion apply to pollution caused by damage to property of others not in your care, custody or control, that results from an accident involving a covered auto. For example:

A covered auto skids off of a road and strikes a fuel storage tank, that belongs to someone else, causing the fuel in the tank to leak. We'll cover pollution that results from this leak.

However, this exclusion does apply to pollution caused by damage to your property, (not including damage to the gas tank or other similar property we mentioned earlier,) or property of others that is in your care, custody or control. For example:

A covered auto transporting your chemicals, or chemicals belonging to someone else, skids off of a road and overturns, causing the cargo of chemicals to leak. We won't cover the pollution that results from the chemicals that leaked from that covered auto.

Pollution means the actual, alleged or threatened discharge, dispersal, release or escape of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

Your premises means any premises you own, rent, lease or occupy.

Waste site means any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste.

Your work site means any site or location on which work is being performed by or for you when:

- pollutants are brought on or to the site in connection with such work; or
- the work is to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Waste pollutants means those pollutants which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any other person or organization for whom you're legally responsible.

However, we won't consider heat, smoke or fumes to be pollutants when they result from a hostile fire at or from:

- your premises; or
- your work site when pollutants are brought on or to the site in connection with such work.

Hostile fire means a fire which becomes uncontrollable or breaks out from where it was intended to be.

The Injury to a fellow employee exclusion is replaced by the following.

Injury to a fellow employee We won't cover any claim for bodily injury to an employee of any protected persons' arising out of his or her job. We also won't cover injury to a spouse, child, parent, brother or sister of that employee arising out of his or her job. But we will cover injury that occurs in the course of domestic employment, unless the employment is covered by workers' compensation, or for which you've assumed liability under a covered contract.

Other Insurance. The "Insurance Written under another policy with our company" part of the Other Insurance Section in your agreement is deleted.

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

Auto Or Garage Physical Damage Protection

What this agreement covers. The "Glass breakage" section of your Comprehensive coverage and the "Damage from an object" section of your Collision coverage are replaced by the following.

We'll pay for broken auto glass of a covered auto or damage caused by hitting a bird or animal or loss caused by falling objects or missiles under Comprehensive coverage if you have chosen such coverage for that auto. However, if glass breakage results from collision or overturn of the covered auto or damage caused by hitting a bird or animal, you may instead choose to make a claim for such damage under your Collision coverage.

Exclusions. The "C.B. radios" exclusion doesn't apply.

Auto Medical Payments Protection

The "Auto related businesses" exclusion in your agreement only applies if workers' compensation benefits are available.

Garagekeepers Protection

The following is added to the "Deductibles" section of your agreement.

Any deductible you have will apply only to the amount of loss and won't reduce your limit of coverage.

Cancellation

The cancellation section of the General Rules is replaced by the following.

How you can cancel. The first named insured may cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date the policy is to be cancelled. If the first named insured cancels the policy, you'll get a refund of any unused premium less a charge for early cancellation.

The next part of this rule is divided into two sections. The first one tells us how we can cancel coverage that can't be reinsured with the North Carolina Reinsurance Facility. The second one tells how we can cancel coverage that can be reinsured with this facility.

Coverage that can't be reinsured - how we can cancel. We can only cancel coverage under this policy that can't be reinsured with the North Carolina Reinsurance Facility in the following manner.

How we can cancel policies in effect less than 60 days. If this policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll send 15 days notice if we cancel for nonpayment of premium. We'll send 30 days notice if we cancel for any other reason.

How we can cancel policies in effect 60 days or more. When this policy has been in effect for 60 days or more, or is a renewal of a policy we have issued, we can only cancel prior to the anniversary or expiration date of the policy for the following reasons.

1. *Nonpayment of premium.* But the cancellation won't take effect if the premium that's due is paid before the date of cancellation that's shown in the notice.

2. *Conviction of a crime.* We can cancel if you are convicted of a crime that has a material affect on the insurability of your risk.

3. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation that has a material affect on the insurability of your risk.

4. *Willful failure to follow written loss control recommendations.* We may cancel if you or your representative deliberately fail to follow written loss control recommendations that have a material affect on the insurability of your risk.

5. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard were insuring against. But this doesn't apply

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

to a change that we should reasonably have been able to see when we issued your policy.

6. *Determination by the Insurance Commissioner.* We may cancel this policy if the Commissioner Of Insurance determines that continuing this policy would put us in violation of North Carolina insurance laws.

7. *Breaking the rules of this policy.* We may cancel this policy if you violate any of this policy's rules, or fail to live up to your duties or promises, if it has a material affect on the insurability of your risk.

8. *Loss of reinsurance.* We can cancel if we lose reinsurance that applies to your policy, as defined by North Carolina law.

If we cancel, we'll mail or deliver a notice of cancellation to the first named insured. We'll send the notice 15 days before coverage will end if we cancel for nonpayment of premium. We'll send the notice 30 days before coverage will end if we cancel for any other reason.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to the first named insured and agent at least 45 days before the expiration date of this policy, or the anniversary date if this is a continuous policy that has been in effect for more than one year. But we won't have to send the non-renewal notice if:

- you've insured covered autos with another company;
- you've accepted replacement insurance; or
- you've agreed or have requested to not have your policy renewed.

Mailing the notice. Any notice of cancellation will be mailed to the first named insured's last address known to us. We'll also send a notice to any person or organization named in the Coverage Summary or Auto Schedule as having an interest in a covered auto. The notice will show the reason for cancellation or non-renewal. Mailing the cancellation or non-renewal notice will be considered proof you were notified.

Unused premium. If we cancel your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro rata basis. If the first named insured cancels the policy, the refund may be less than pro rata. However, cancellation will take effect regardless of whether or not you've been made or offered a refund.

Coverage that can be reinsured - how we can cancel. We can only cancel coverage under this policy that can be reinsured with the North Carolina Reinsurance Facility in the following manner. We can cancel by mailing or delivering at least 15 days notice to the first named insured for only the following reasons.

1. *Nonpayment of premium.*

2. *Nonresidents of North Carolina.* If you become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

3. *Terminated agency contract.* If our contract with the agent through whom this policy was written is ended for reasons other than quality of the protected persons covered by policies written through the agent.

4. *Power of attorney.* If this policy is cancelled according to the power of attorney given to a company licensed according to the provisions of G.S. 58-56.

Non-renewal. We can only refuse to renew your policy for the following reasons:

1. *Nonpayment of premium.*

2. *Nonresidents of North Carolina.* If you become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

3. *Terminated agency contract.* If our contract with the agent through whom this policy was written is ended for reasons other than quality of the protected persons covered by policies written through the agent.

4. *Power of attorney.* If this policy is cancelled according to the power of

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

attorney given to a company licensed according to the provisions of G.S. 58-56.

Mailing The Notice. We'll mail any notice of cancellation or non-renewal to the first named insured's address known to us. We can deliver any notice instead of mailing it. Proof that we have mailed any notice will be considered proof you were notified.

Unused premium. If we cancel your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro rata basis. If the first named insured cancels the policy, the refund may be less than pro rata. However, cancellation will take effect regardless of whether or not you've been made or offered a refund.

Policy Changes

The "Policy Changes" section of the General Rules is replaced by the following.

This policy contains all of the agreements between you and us. Its terms can only be changed or waived by a written form issued by us and included as part of the policy. If a change requires a premium adjustment, we'll adjust the premium for that change as of the effective date of the change. If we make any change in the form of this policy that broadens or extends your coverage without increasing the premium, you'll automatically receive the benefit of the extended or broadened coverage as of the day the revision is effective in your state.

Other Insurance

The Other Insurance rule in your Liability Agreement or Uninsured Motorists Protection doesn't apply.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for appraisal if agreement can't be reached on the amount of loss.

If appraisal is demanded, each of us will choose one appraiser. These two appraisers will choose a competent umpire. Both appraisers will state what they feel the actual cash value of the loss is. If they can't agree, the umpire will submit an opinion as to the value. The agreement of two of the three will decide. You'll pay your appraiser and we'll pay ours. We will share the expenses of the third appraiser equally.

If we submit to an appraisal, we still will have the right to deny the claim.

Fraud And Misrepresentation

The following is added to the Fraud And Misrepresentation section of the General Rules. This change broadens coverage.

However, we won't apply this rule for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
OKLAHOMA

The St Paul

This endorsement changes your Commercial Auto insurance to comply with Oklahoma law.

How Your Insurance Is Changed

The following changes are made in your Auto and Garage Liability Protection, the Cancellation section of the General Rules, and What To Do If You Have A Loss.

Auto And Garage Liability Protection

The "Limits Of Coverage" section of your Auto and Garage Liability Protection is changed by adding the following.

Coverage under this agreement is provided as required by the Compulsory Insurance Law Of Oklahoma.

Other Insurance

The following is added to the "Other Insurance" section of your Auto and Garage Liability Protection.

If you're an authorized motor vehicle dealer, this agreement provides excess insurance for autos you own if operated by someone other than you or one of your employees if:

- that person is using the auto with your permission; and
- the change in financial responsibility is shown in a release signed by the person using the auto; and
- no fee or charge was made by you for the use of the auto.

If you're not a motor vehicle dealer and you or any protected person operates an auto owned by someone who is a motor vehicle dealer under the above conditions, this insurance is primary.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

The first named insured can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, the first named insured must deliver the policy, or the part to be cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date the policy or individual insuring agreement is to be cancelled. The first named insured will get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect 45 days or less. If your policy has been in effect 45 days or less, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured at least 30 days before coverage will end.

How we can cancel policies in effect more than 45 days. If your policy has been in effect more than 45 days, or is a continuation or renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*
2. *Conviction of a crime.* We can cancel if you are convicted of a crime. But only if that crime involves increasing any hazard we're insured against.
3. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation.
4. *Reckless acts.* We can cancel if we discover that you've knowingly done something or failed to do something which is reckless and increases any hazard we're insured against.

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

5. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard we're insuring against.

6. *Violation of local code.* We can cancel if you violate any local fire, health, safety, building or construction ordinance that involves covered property. But only if doing so increases any hazard we're insuring against.

7. Loss of reinsurance. We can cancel if we lose or experience a substantial change in reinsurance that affects this policy.

8. *Determination by the Insurance Commissioner.* We can cancel this policy if the Commissioner Of Insurance determines that continuing this policy would put us in violation of Oklahoma insurance laws.

If we cancel for any of these reasons, we'll mail or deliver a notice to the first named insured at least 30 days before coverage will end.

Non-renewal. If we decide not to renew or continue this policy, we'll mail a notice to the first named insured at least 45 days before the end of the policy period.

If we offer to renew or continue your policy, and you don't accept, the policy will expire at the end of the policy period. If we offer to renew your policy, and you fail to pay the required premium when due, we'll consider this to mean that you don't accept our offer.

If we fail to send proper notice of nonrenewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

But we don't have to send a notice of nonrenewal if:

- we or another company within the St. Paul Group have offered to renew the policy;
- you've obtained replacement insurance; or
- you've agreed in writing to obtain replacement insurance.

If we give adequate notice of nonrenewal to the first named insured and then later extend the policy fro 90 days or less, we won't have to provide any further notice of non-renewal.

Unused premium. If we cancel your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro-rata basis. If the first named insured cancels the policy, the refund may be less than pro-rata.

Mailing the notice. We'll mail any notice of cancellation or non-renewal to the first named insured's last address known to us. We can deliver any notice instead of mailing it. Proof that we have mailed any notice is proof you were notified.

Renewal with a change.

We won't:

- increase your premium for this policy
- decrease any coverage or limits of coverage; or
- increase any deductible;

for this policy when we renew it unless we mail a notice to the first named insured at least 45 days before the renewal date. This notice will include the actual reason for such change.

But this rule won't apply to such change that's due to:

- rate changes approved by the commissioner that are for an entire class of business;
- changes that are because the extent of the risk has been altered; or
- a change in the policy contract forms that are approved by the commissioner that are for an entire class of business;

This section doesn't apply to a premium increase that's due to an increase in the amount of risk, or to added value of covered property.

What To Do If You Have A Loss

The following is added to the If Your Policy Includes Property Protection section of What To Do If You Have a Loss

Do everything that is reasonable to protect a covered auto from further damage. Keep

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

a record of your expenses in doing this, for consideration in settling your claim.

General Rule - Exclusion Of Trustor As Named Insured

If you, as a named insured of this policy, include a Trust, any property insured by this policy is owned by an asset of that trust, then the Trustor is excluded from coverage under this policy.

Trust means a person or organization who is legally established by a grantor to control property or assets for a beneficiary.

Trustor means a person or organization who creates a trust.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
SOUTH CAROLINA

The St Paul

This endorsement changes your Commercial Auto insurance to comply with South Carolina law. This endorsement changes your

This endorsement pertains to covered autos licensed or mainly garaged in South Carolina.

How Coverage Is Changed

The following changes are made in your Auto or Garage Liability Protection and to the General Rules.

Auto Or Garage Liability Protection

The following replaces the Right and duty to defend section of your Auto or Garage Liability Protection.

Right and duty to defend. We'll have the right and duty to defend any claim or suit for covered bodily injury, property damage, or pollution cost or expense made or brought against any protected person.
We'll do so even if any of the allegations of any such claim or suit are groundless, false or fraudulent. But we have no duty to perform other acts or services.

We'll have the right to investigate any claim or suit to the extent that we believe is proper. We'll also have the right to settle any claim or suit within the available limits of coverage.

The following is added to the "Exclusions - Claims We Won't Cover" section of the Auto or Garage Liability Protection.

The "Expected or intended injury" exclusion only applies to amounts that are over the minimum limits of liability that are required by the South Carolina Financial Responsibility Act.

Garage Liability Protection

If your policy includes Garage Liability Protection, the How the limits of coverage apply to an extension of the policy period part of the Limits Of Coverage section doesn't apply.

Auto Or Garage Physical Damage Protection

If your policy includes Auto or Garage Physical Damage Protection, the following is added to the Deductibles section.

However, no deductible applies to auto safety glass in South Carolina.

Fraud And Misrepresentation

The Fraud And Misrepresentation section of the General Rules doesn't apply to Auto Liability Protection.

Cancellation

The following changes are made in the cancellation section of the General Rules.

Cancellation changes for small commercial policies.

If your policy is defined by South Carolina law as a small commercial policy, the Cancellation section of the General Rules is replaced by the following.

Small commercial policy means any of the following.

1. Garage business. This includes the non-motor vehicle insurance when written in combination with Auto Liability Protection for your garage operations.
2. Ambulance business.
3. Commercial vehicles that have a load capacity of less than 10,000 pounds and are not required to have a mandatory filing by a governmental authority other than an SR-22.
4. Church buses used by a church to transport adults or children to and from

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

services and in activities incidental to church functions if a mandatory filing by any governmental authority other than an SR-22 is not required.

5. Privately owned school buses not required to have a mandatory filing by any governmental authority other than an SR-22 and used to carry:
   - school children and students;
   - parents and guardians of school children and students;
   - members of the faculty or school board;
   - nurses, doctors and dentists;
   - guests in connection with any school activity and its incidental operations, including games, outings and similar road trips.

We won't consider pulpwood trucks and dump trucks to be small commercial risks.

How you can cancel. You may cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date you want the policy cancelled. If you cancel the policy, you'll get a refund of any unused premium. We'll re-figure your premium using short rate premium tables. Therefore your refund will not be figured on a pro-rata basis, because there is a charge for early cancellation.

How we can cancel policies in effect less than 60 days. If this policy has been in effect less than 60 days, and is not a renewal or continuous policy, we can cancel only for the following reasons:

- A check that you gave us for the premium has been returned unpaid; or
- You have sent us proof from the Department of Highways and Transportation that you have sold or otherwise disposed of a covered auto.

How we can cancel other policies. If this policy has been in effect 60 days or more, we can only cancel for any of the following reasons.

- Nonpayment of premium; or
- Suspended driver's license.

If we cancel, we'll mail or deliver a notice of cancellation to the first named insured at least 15 days before coverage will end. The notice will show the reason for cancellation.

Non-renewal. We may decide not to renew or continue this policy. We may do so for any reason that is allowed by South Carolina 69-13 (1988). If so, we'll mail a notice to you at least 15 days before the end of the policy period.

Cancellation changes for all other policies. For all policies other than those described above as small commercial policies, the following replaces the Cancellation section of the General Rules.

How you can cancel. You may cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date you want the policy cancelled. If you cancel the policy, you'll get a refund of any unused premium. We'll re-figure your premium using short rate premium tables. Therefore your refund will not be figured on a pro-rata basis, because there is a charge for early cancellation.

How we can cancel. If this policy has been in effect for 60 days or more, we can cancel only for the following reasons.

1. *Nonpayment of premium.*
2. *Material misrepresentation.* We can cancel if we discover that in obtaining this policy, you or your representative have made a material misrepresentation, and if we had known the truth we would have not issued the policy.
3. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard we're insuring against. But this doesn't apply to a change that we should reasonably have foreseen when we issued the policy.
4. *Breaking the rules of this policy.* We may cancel this policy if you violate any of this policy's rules.
5. *Loss of reinsurance.* We can cancel if we lose reinsurance that covers all or a part of the risk we're insuring against

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

under this policy. This rule also applies if continuation of this policy would jeopardize our being solvent, or put us in violation of South Carolina law.

If we cancel for any of these reasons, we'll mail or deliver a notice to the first named insured. If we're cancelling for nonpayment of premium, we'll send at least 10 days before coverage will end. If we're cancelling for any other reason, we'll send at least 30 days before coverage will end. The notice will state the reason for cancellation.

Non-renewal. If we decide not to renew or continue this policy, we'll mail a notice to you and your agent at least 30 days before the end of the policy period. The notice will show the reason for non-renewal.

If we offer to renew or continue your policy, and you don't accept, the policy will expire at the end of the policy period.

Non-renewal rule for all policies. If we offer to renew your policy, and you fail to pay the required premium when due, we'll consider this to mean that you don't accept our offer. If you do not accept our offer, coverage will automatically end at the end of the policy period.

If we fail to send proper notice of nonrenewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

Auto or Garage Physical Damage Insurance - Hired Autos

If your policy includes Auto Or Garage Physical Damage Protection, and the Coverage Summary shows that "Autos Covered" include Hired Autos," the Coverage Summary will also show whether we are covering these Hired Autos on a primary or excess basis.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

COMMERCIAL AUTO REQUIRED ENDORSEMENT
UTAH

The St Paul

This endorsement changes your commercial auto insurance to comply with Utah law.

Lawsuits Against Us

The Lawsuits Against Us section of the General Rules does not apply to your Commercial Auto insurance.

Recovering Damages From A Third Party.

The following is added to the Recovering Damages From A Third Party Section of the General Rules.

We are only entitled to recover damages from someone else after we have fully paid a protected person for a covered loss.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

Fraud And Misrepresentation

The following is added to the Fraud And Misrepresentation section of the General Rules.

As seen in UTAH CODE ANN. Section 31A-21-105, your policy can be voided if any protected person commits fraud or makes a material misrepresentation pertaining to:

- your insuring agreement;
- a covered auto;
- your interest in any covered auto; or
- a claim submitted that pertains to your insuring agreement.

Cancellation

The cancellation section of the General Rules is replaced by the following.

How you can cancel. The first named insured may cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date you want the policy canceled. If you cancel the policy, you'll get a refund of any unused premium less a charge for early cancellation.

How we can cancel a policy in effect less than 60 days. When the policy has been in effect less than 60 days, and isn't a renewal or continuation policy, we may cancel for any reason by mailing a notice to you within this period. We'll give a notice to you 10 days before coverage will end.

How we can cancel a policy in effect 60 days or more or a renewal. When the policy has been in effect 60 days or more or is a renewal or continuation policy, we may only cancel for any of the following reasons. :

1. *Nonpayment of premium.*
2. *Fraud or misrepresentation.* We can cancel if you commit fraud or material misrepresentation.
3. *Change in the risk.* We can cancel if there's a substantial change in the risk we're insuring against. But this doesn't apply to a change that we should reasonably have foreseen when we issued you the policy.
4. *Breach of your duties.* We can cancel if you violate any of the rules of this policy or break any of your promises.
5. *Suspension or revocation of driver's license.* We can cancel if your drivers license, or the driver's license of someone who customarily drives a covered auto is suspended or revoked.

If we cancel for any of these reasons, we'll deliver or send, by first class mail, a notice of cancellation to the first named insured.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send the notice at least 30 days before coverage will end. The notice will show the reason for cancellation.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll send a notice of non-renewal to you by first class mail at least 30 days before the end of the policy period, or the anniversary date of this policy.

We don't have to send a non-renewal notice if:

- it was agreed from the beginning that your policy was not renewable;
- you've obtained replacement insurance; or
- you've requested or agreed to non-renewal.

Mailing the notice. We'll mail any notice of cancellation or non-renewal mail to the first named insured's last address known to us.

Who Is Protected Under This Agreement

The following is added to the Who Is Protected Under This Agreement section.

Anyone else while using a covered auto with your permission. Anyone else while using with your permission, a covered auto you own, hire, or borrow is protected. But we won't consider your customers to be protected if your business is shown in the Coverage Summary as a rental company.

However, if a customer of yours has no other valid and collectible insurance, they are a protected person, but only up to $65,000 for each accident which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

WHAT TO DO IF YOU HAVE A LOSS

The St Paul

You or other protected persons are required to perform the duties described below when a property loss that may be covered under this policy happens or an accident or incident happens that could result in liability damages covered under this policy. Failure to comply could affect coverage. The insuring agreements contained in this policy determine what is covered. As a result, you should read them carefully to understand the extent of the coverage provided.

When This Policy Provides Property Protection

If there is a property loss that may be covered by property protection provided in this policy you must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Include the time and place of the event, a description of the property and the names and addresses of any witnesses.

3. Do what is reasonable and necessary to protect covered property from further damage. Keep a record of your expenses for consideration in your claim.

4. If feasible, separate the damaged property from the undamaged and make an inventory of the damaged items.

5. Cooperate with us in the investigation and settlement of the claim. Permit us to inspect the damaged property and any records pertaining to your loss as many times as may be required. Permit us to take samples of damaged and undamaged property for testing and analysis.

6. Allow us to examine you or any other insured under oath while not in the presence of any other insured. We may do this whenever reasonably required about any matter relating to this insurance or the claim. Any insured we examine must sign a copy of their answers.

7. Send us a signed, sworn proof of loss containing the information we need to resolve the claim. You must do this within 60 days after our request. We'll supply the forms. We'll pay within 30 days after we reach agreement with you.

When This Policy Provides Liability Protection

If an accident or incident happens that may involve liability protection provided in this policy, you or any other protected person involved must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Do this even though no demand for damages has been made against you or any other protected person, but you or another protected person is aware of having done something that may later result in a demand for damages. This notice should include all of the following:
- The time and place of the accident or incident;
- The protected person involved;
- The specific nature of the accident or incident including the type of demand for damages that may result; and
- The names and addresses of any witnesses and injured people.

Important Notice For Health Care Providers
If your policy includes one of our claims-made medical professional liability protection insuring agreements, you should also read the When This Agreement Covers Section of that agreement. We won't consider a "Patient Incident Report," "Variance Report," or any other report made for loss prevention purposes to be your report of a claim. This applies even if you send it to us or one of our agents.

3. Send us a copy of all written demands. Also send us a copy of all legal documents if someone starts a lawsuit.

4. Cooperate and assist us in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses.

5. Not assume any financial obligation or pay out any money without our consent. But this rule doesn't apply to first aid given to others at the time of an accident.

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

CONTRACTORS EXCESS INSURANCE ENDORSEMENT

The St Paul

This endorsement changes your Contractors Commercial General Liability Protection.

How Coverage is Changed

The following is added to the Other primary insurance section. This changes the application of coverage when you or any other protected person are protected under someone else's insurance.

We'll apply this agreement as excess insurance over any part of any other insurance for which you, or any other protected person under this agreement, are protected as an additional protected person.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

NOTICE OF AN EVENT ENDORSEMENT

The St Paul

This endorsement changes your What To Do If You Have A Loss.

How Coverage Is Changed

The following is added to the third paragraphs of the Loss Or Damage To Covered Property and Someone Is Injured Or Something Happens Which Can Result In A Liability Claim sections.

If a claim is made or suit is brought against any protected person, notice will be given by or on behalf of any protected person to the company or any of its authorized representatives after knowledge is received by the Department of Corporate Risk Management, executive officer or project manager.

Knowledge of an event, claim or suit by the agent, servant or employee of any protected person will not constitute knowledge by the protected person unless the Department of Corporate Risk Management, executive officer or project manager, will have received notice from its agent, servant or employee.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

The St Paul

COPY

CONTRACTORS PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement changes your Contractors Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Other Insurance section.

The insurance offered by this policy, to the Additional Protected Person listed below, will be primary insurance and non-contributing with any other valid and collectible insurance available to the additional protected person, when you have agreed under a written contract that the insurance provided by this policy will be primary insurance.

Other Terms

All other terms of your policy remain the same.

Additional Protected Person	Contract/ Date of Contract	Job Description
Any Person Or Organization For Whom The Insured Is Contractually Obligated To Add As An Additional Protected Person.		

©St. Paul Fire and Marine Insurance Co. 1997

CONTRACTORS EMPLOYEES AS ,TECTED PERSONS ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following replaces the Employees section. This change broadens coverage.

Employees. Your employees are protected persons only for work done within the scope of their employment by you.

However, no employee is a protected person for bodily injury or personal injury that results from their performance of or failure to perform health care professional services.

We won't apply this Employee section to your executive officers. Instead, we'll apply the Corporation or other organization section to them.

Health care professional services include:

- dental, medical, mental, nursing, surgical, x-ray and other health care professional services, including food or beverages provided with those services;
- the dispensing of drugs or medical or dental supplies and appliances; and
- the handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

The St Paul

COPY

Contractors Rework Protection Coverage Summary

This Coverage Summary shows the limits of coverage, Deductibles, and co-payment percentages that apply to Contractors Rework Protection. It also shows those endorsements, if any, that must have certain information shows for them to apply.

Limits Of Coverage		Deductibles And Co-Payment Percentages	
Total limit.	$2,000,000	Each project deductible.	$100,000
Each project limit.	$2,000,000	Each project co-payment percentage.	10%

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply. If so, they're listed on the Policy Forms List.

©St. Paul Fire and Marine Insurance Co. 1980

CONTRACTORS REWORK PROTECTION

The St Paul

This agreement provides protection for amounts you pay or incur for contractors rework expenses and for resulting loss of income to others. There are, of course, limitations and exclusions that apply to this protection. As a result, this agreement should be read carefully to determine the extent of the coverage provided to you.

Table of Contents

	Page
What This Agreement Covers	1
Your contractors rework expenses.	1
Contractors rework resulting loss of income to others.	2
No duty to defend or pay defense expenses.	2
When This Agreement Covers	2
Where This Agreement Covers	2
Who Is Protected Under This Agreement	2
Limits Of Coverage	2
Total limit.	2
Each project limit.	2
Deductible And Co-Payment Percentage	2
Each project deductible.	3
Each project co-payment percentage.	3
Exclusions – What This Agreement Won't Cover	3
Architect, engineer, or surveyor professional services that are not your work.	3
Completed work.	3
Damages for property damage covered by other insurance.	3
Expected or intended defects.	3
Expenses or loss of income to others covered by other insurance providing property coverage or by surety bonds.	3
Liquidated damages.	4
Nuclear activity.	4
Pollution.	4
War.	4
Other Insurance	4
Primary other insurance.	4
Unnamed partnership or joint venture other insurance.	4
Methods of sharing.	5
Other Rules For This Agreement	5
Arbitration Of Coverage Disputes	5
What To Do If You Have A Loss	5

What This Agreement Covers

Your contractors rework expenses. We'll indemnify you for, or pay on your behalf, your contractors rework expenses covered by this agreement for your work that's:

- structurally unsound or can't be put to its intended use; and
- first known by you, while this agreement is in effect, to actually or allegedly be structurally unsound or in a condition in which it can't be put to its intended use;

even if you aren't legally required to pay or incur such expenses.

Contractors rework expenses means the reasonable fees, costs, or expenses that you pay or incur:

- for the repair, replacement, alteration, or removal of your work that is structurally unsound or can't be put to its intended use; or
- which are required to determine that your work is structurally unsound or can't be put to its intended use.

But we won't consider contractors rework expenses to include any fees, costs, or expenses of any attorneys or paralegals, or their staff.

Your work means any:

- work that you're performing or others are performing for you; or
- service that you're providing or others are providing for you.

Your work includes any equipment, materials, or parts provided with or for such work.

Can't be put to its intended use means unable to be used as intended for a reason other than:

- normal wear;
- a cosmetic defect;

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

- a change in project specifications that's not required or needed to correct a structurally unsound condition of your work;
- a delay in performing or a failure to complete performance of a contract or agreement; or
- a product used for a purpose not intended by the manufacturer.

Cosmetic defect means a superficial defect that does not affect the structural soundness of your work.

Contractors rework resulting loss of income to others. We'll indemnify you for, or pay on your behalf, amounts covered by this agreement that you pay or incur for loss of income sustained by others as a result of your work:

- that's structurally unsound or can't be put to its intended use;
- that's first known by you, while this agreement is in effect, to actually or allegedly be structurally unsound or in a condition in which it can't be put to its intended use; and
- for which you pay or incur contractors rework expenses covered by this agreement;

even if you aren't legally required to pay or incur such amounts.

No duty to defend or pay defense expenses. This agreement provides indemnity-only protection for contractors rework expenses and resulting loss of income to others. We have no duty to defend any person or organization against any claim, suit, or other demand or proceeding. We also have no duty to pay any costs or expenses incurred by or for any person or organization to defend against any claim, suit, or other demand or proceeding.

When This Agreement Covers

We'll apply this agreement to contractors rework expenses and resulting loss of income to others, covered by this agreement, for your work that's first known by you, while this agreement is in effect, to actually or allegedly be structurally unsound or in a condition in which it can't be put to its intended use. Such expenses and amounts must be reported to us within one year of the ending date of that repair, replacement, alteration, or removal of your work.

Where This Agreement Covers

We'll apply, and make payments under, this agreement:

- only in the United States of America, its territories and possessions, Puerto Rico, and Canada; and
- only for your work in the United States of America, its territories and possessions, Puerto Rico, or Canada.

Who Is Protected Under This Agreement

You are the person or organization shown in the Introduction as a named insured and are protected under this agreement.

Limits Of Coverage

Total limit. This limit shown in the Coverage Summary is the most we'll pay for the combined total of:

- all contractors rework expenses covered by this agreement; and
- all resulting loss of income to others covered by this agreement.

Each project limit. This limit shown in the Coverage Summary is the most we'll pay for the combined total of:

- all contractors rework expenses covered by this agreement; and
- all resulting loss of income to others covered by this agreement.

The limits of coverage apply excess of and are not reduced by the payment of the deductible.

Deductible And Co-Payment Percentage

The deductible and the co-payment percentage shown in the Introduction and the information contained in this section fix the amount and percentage of contractors rework expenses and resulting loss of

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

income to others, covered by this agreement, that you'll be required to pay, and over which the limits of coverage will apply. You may not obtain any insurance to cover all or part of the deductible or co-payment percentage.

Each project deductible. You'll be responsible for paying this amount of all contractors rework expenses and resulting loss of income to others, covered by this agreement, that result from any one project.

Each project co-payment percentage. You'll be responsible for paying this percentage of all contractors rework expenses and resulting loss of income to others, covered by this agreement, that result from any one project. You'll be responsible for paying this percentage in addition to the each project deductible. This percentage will be determined based on the amount of all contractors rework expenses and resulting loss of income to others, covered by this agreement, that remains after the each project deductible is applied.

Exclusions – What This Agreement Won't Cover

Architect, engineer, or surveyor professional services that are not your work. We won't cover contractors rework expenses or resulting loss of income to others that results from the performance of or failure to perform architect, engineer, or surveyor professional services of others that are not being provided for you as part of your work.

Architect, engineer, or surveyor professional services includes:

- the preparation or approval of any drawing and specification, map, opinion, report, or survey, or any change order, field order, or shop drawing; and
- any architectural, engineering, inspection, or supervisory activity.

Completed work. We won't cover contractors rework expenses for, or resulting loss of income to others from, your completed work.

Your completed work means your work that is completed at the earliest of the following times, including work that may need service, maintenance, correction, repair, or replacement, but is otherwise complete:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
- When that part of the work at the work site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

Damages for property damage covered by other insurance. We won't cover contractors rework expenses or resulting loss of income to others that's covered as damages for, or because of, property damage by any other insurance issued to you or that provides protection for you as an additional insured or additional protected person.

But we won't apply this exclusion to contractors rework expenses or resulting loss of income to others that's covered under any Contractors Professional Liability Protection issued to you by us or any of our affiliated insurance companies.

We explain what we mean by other insurance in the Other Insurance section.

Expected or intended defects. We won't cover contractors rework expenses for, or resulting loss of income to others from, any defect or damage that you expected or intended. But we won't apply this exclusion to any damage that is required to be caused for the repair, replacement, alteration or removal of work that is structurally unsound or can't be put to its intended use.

Expenses or loss of income to others covered by other insurance providing property coverage or by surety bonds. We won't cover contractors rework expenses or resulting loss of income to others that's covered by any:

- other insurance providing builders risk coverage, including any installation floater;
- other insurance providing other property coverage; including all-risk or specified peril coverage; or
- surety bond.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

We explain what we mean by other insurance in the Other Insurance section.

Liquidated damages. We won't cover liquidated damages.

Nuclear activity. We won't cover contractors rework expenses for, or resulting loss of income to others from, any work that's structurally unsound or can't be put to its intended use because of any:

- nuclear reaction;
- nuclear radiation, including naturally occurring radioactive material; or
- radioactive contamination.

Pollution. We won't cover contractors rework expenses for, or resulting loss of income to others from, any work that's structurally unsound or can't be put to its intended use because of pollution.

Pollution means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any pollutant.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

War. We won't cover contractors rework expenses for, or resulting loss of income to others from, any work that's structurally unsound or can't be put to its intended use because of:

- declared or undeclared war or invasion;
- warlike action by a military force or other agents of any government, sovereign or other authority;
- civil war, insurrection, rebellion, revolution, or seizure of power; or
- anything done to hinder or defend against such actions.

Other Insurance

This agreement does not cover contractors rework expenses or resulting loss of income to others covered by the other insurance described in the following exclusions:

- Damages for property damage covered by other insurance.
- Expenses or loss of income to others covered by other insurance providing property coverage or by surety bonds.

Other insurance means insurance, or the funding of losses, that's provided by or through:

- another insurance company;
- us or any of our affiliated insurance companies;
- any risk retention group;
- any self-insurance method or program, other than any funded by you and over which this agreement applies; or
- any similar risk transfer or risk management method.

However, we won't consider any insurance that you bought to specifically apply in excess of the limits of coverage that apply under this agreement to be other insurance.

For contractors rework expenses or resulting loss of income to others covered by this agreement, this agreement is primary insurance, except when the Unnamed partnership or joint venture other insurance section applies. If there is any valid and collectible other insurance for contractors rework expenses or resulting loss of income to others covered by this agreement, the following applies in connection with that other insurance.

Primary other insurance. When there is primary other insurance, we'll share with that other insurance any contractors rework expenses or resulting loss of income to others covered by this agreement. We'll do so with one of the methods of sharing described in the Methods of sharing section.

Unnamed partnership or joint venture other insurance. We'll apply this agreement as excess insurance for the conduct of the business of any current or past partnership or joint venture that's not shown in the

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Introduction as a named insured whether or not a specific project policy covers such unnamed partnership or joint venture. This agreement will be excess over any other insurance, whether primary or excess, issued to the unnamed partnership or joint venture. When this agreement is excess, we'll pay only the amount of contractors rework expenses or resulting loss of income to others, covered by this agreement, that's in excess of:

- The total amount that all such other insurance would pay if this agreement didn't exist; and
- The total of all deductible amounts, self-insured retention amounts, and co-payment percentages the insured or protected person must pay under all such other insurance.

But we won't pay more than the limits of coverage that apply under this agreement.

Methods of sharing. We'll use one of the methods of sharing described below.

Contribution by equal shares. If all of the other insurance permits contribution by equal shares, we'll share the contractors rework expenses and resulting loss of income to others equally. But we won't pay more than the limits of coverage that apply under this agreement. If any policy reaches its limit before the entire amount of contractors rework expenses and resulting loss of income to others is paid, the remaining policies will share the balance equally until their limits have been used up or the amount of the contractors rework expenses and resulting loss of income to others is paid in full.

Contribution by limits. If any of the other insurance doesn't permit contribution by equal shares, we'll pay the portion of the contractors rework expenses and resulting loss of income to others that's equal to our percentage of the total of all limits that apply. But we won't pay more than the limits of coverage that apply under this agreement.

Other Rules For This Agreement

Arbitration Of Coverage Disputes

Any disagreement between you and us on what is covered under this agreement will be resolved by binding arbitration. This arbitration will be conducted according to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration begins.

The arbitration panel will include one arbitrator selected by you, one arbitrator selected by us, and a third arbitrator that's:

- selected by those two arbitrators if they can agree on that selection; or
- appointed by the American Arbitration Association upon application by either of those two arbitrators if they can't agree on that selection within 30 days after they are both selected.

The arbitrators will not be employees of, or under the control or management of, you or us.

Unless required by governing law, the arbitrators will not be required to follow judicial formalities or the rules of evidence. Any award in writing of two of the three arbitrators when sent to you and us will be binding on you and us. Judgment upon that award may be entered in any court in the United States of America, or its territories or possessions, having jurisdiction.

You and we will:

- each pay the cost of our own arbitrator;
- share the cost of the third arbitrator equally; and
- each pay our own fees, costs, or expenses, including attorneys fees, incurred in connection with the arbitration;

unless the award directs otherwise.

What To Do If You Have A Loss

The following is added to the What To Do If You Have A Loss form attached to this policy.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Loss Or Damage That May Result In Coverage Under Your Contractors Rework Protection

If an allegation is made or a condition is discovered for work that may involve contractors rework expenses or resulting loss of income to others covered by your Contractors Rework Protection provided by this policy, you must do the all of following:

1. Tell us or our agent what happened as soon as possible.
2. Send us copies of all demands or legal documents if someone makes a claim or starts a lawsuit.
3. Cooperate with us in the investigation of the allegation or condition.
4. Not assume any financial obligation or pay out any money until we have had a reasonable opportunity to investigate the allegation or condition.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

ADDITIONAL PROTECTED PERSONS ENDORSEMENT - CONTRACTORS GENERAL LIABILITY - INCLUDING COMPLETED WORK

The St Paul

This endorsement changes your Contractors Commercial General Liability Protection.

How Coverage Is Changed

There are two changes which are described below.

1. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

   Additional protected person. The person or organization named below is an additional protected person as required by a contract or agreement entered into by you. But only for covered injury or damage arising out of:

   - your work for that person or organization;
   - your completed work for that person or organization if your contract or agreement requires such coverage;
   - premises you own, rent, or lease from that person or organization; or
   - your maintenance, operation, or use of equipment leased from that person or organization.

   We explain what we mean by your work and your completed work in the Products and completed work total limit section.

   If the additional protected person is an architect, engineer, or surveyor, we won't cover injury or damage arising out of the performance or failure to perform architect, engineer, or surveyor professional services.

   Architect, engineer, or surveyor professional services includes:

   - the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specification; and
   - supervisory, inspection, or engineering services.

2. The following is added to the Other primary insurance section. This change broadens coverage.

   We'll consider this insurance to be primary to and non-contributory with the insurance issued directly to additional protected persons listed below if:

   - your contract specifically requires that we consider this insurance to be primary or primary and non-contributory; or
   - you request before a loss that we consider this insurance to be primary or primary and non-contributory insurance.

Other Terms

All other terms of your policy remain the same.

Person Or Organization:

Any Person Or Organization For Whom The Insured Is Contractually Obligated To Add As An Additional Protected Person.

Name of Insured	Policy Number	Effective Date
TIDEWATER SKANSKA GROUP INC.	KK02900157	08/31/00
	Processing Date	12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

EQUIPMENT LESSORS AS PROTECTED PERSONS ENDORSEMENT

The St Paul

This endorsement changes your Contractors Commercial General Liability Protection.

How Coverage Is Changed

The Equipment lessors section is replaced by the following. This change limits coverage.

Equipment lessors. Any lessor of equipment rented or leased to you is a protected person only if specifically required by contract, and only for your operation, maintenance or use of the equipment while you rent or lease it.

However no equipment lessor is a protected person for injury or damage that results from their sole negligence.

Lessor means the owner or lessor of the equipment.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

CONTRACTORS
COMMERCIAL GENERAL LIABILITY PROTECTION
COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the limits of coverage that apply to your Commercial General Liability Protection. It also lists those endorsements, if any, that must have certain information shown for them to apply.

Limits Of Coverage		Limits Of Coverage	
General total limit.	4,000,000	**Employee benefits total limit.**	2,000,000
Products and completed work total limit.	4,000,000	**Employee benefits each wrongful act limit.**	1,000,000
Each event limit.	2,000,000		
Premises damage limit.	2,000,000	**Employee benefits each wrongful act deductible.**	1,000
Medical expenses limit.	5,000		
Personal injury and advertising injury total limit.	2,000,000		
Personal injury and advertising injury each person limit.	2,000,000		

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply. If so, they're listed on the Policy Forms List.

Fellow Employee Bodily Injury Endorsement-Described Supervisory Positions

Description of Supervisory Positions:
All Supervisory And Higher Positions

Watercraft Endorsement

Description of Watercraft:
Non Owned Watercraft Under 100 Ft. In Length

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

CONTRACTORS
COMMERCIAL GENERAL LIABILITY PROTECTION

The St Paul

This insuring agreement provides general liability protection for your business. There are, of course, limitations and exclusions which apply to that protection. As a result, this agreement should be read carefully to determine the extent of the coverage provided to you and other protected persons.

Table of Contents **Page**

What This Agreement Covers 2
Bodily injury and property damage liability. 2
Personal injury liability. 2
Advertising injury liability. 3
Medical expenses. 3
Employee benefits liability. 4
Right and duty to defend. 4
Additional payments. 4
Right to appeal a judgment against a protected person. 5

When This Agreement Covers 5
Bodily injury and property damage liability. 5
Personal injury liability. 5
Advertising injury liability. 5
Medical expenses. 5
Employee benefits liability. 5
Employee benefits liability. 6

Where This Agreement Covers 6
Employee benefits liability. 6

Who Is Protected Under This Agreement 6
Individual. 6
Partnership or joint venture. 6
Corporation or other organization. 6
Limited liability company. 6
Corporation or other organization. 6
Real estate managers. 7
Employees and volunteer workers. 7
Operators of registered mobile equipment. 8
Real estate managers. 8
Landlords. 8
Equipment lessors. 8
Operators of registered mobile equipment. 8
Newly acquired or formed organizations. 8
Separation of protected persons. 9

Limits Of Coverage 9
General total limit. 9
Products and completed work total limit. 9
Each event limit. 10
Personal injury and advertising injury total limit. 11
Personal injury and advertising injury each person limit. 11
Employee benefits total limit. 11
Employee benefits each wrongful act limit. 11
How the limits of coverage apply to an extension of the policy 11
How the limits of coverage apply if a total limit is left blank. 11

Employee Benefits Deductible 11

Exclusions - What This Agreement Won't Cover 12
Advertising, broadcasting, publishing, or telecasting business. 12
Aircraft. 12
Auto. 12
Breach of contract. 13
Contract liability. 13
Control of property. 15
Damage to your products or completed work. 16
Deliberately breaking the law. 16
Employers liability. 16
Expected or intended bodily injury or property damage. 16
False material. 17
Impaired property. 17
Intellectual property. 17
Liquor liability. 17
Material previously made known. 18
Medical expenses of certain persons. 18
Mobile equipment. 18
Nuclear energy liability. 19
Pollution injury or damage. 20
Pollution work loss, cost, or expense. 22
Poor quality or performance. 23
Product recall. 23
Unnamed limited liability company. 23
Watercraft. 23
Workers compensation and other benefits laws. 23
Wrong price description. 23

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Employee Benefits Liability Exclusions: 24
Bodily injury. 24
Contract liability. 24
Dishonest acts. 24
Employment-related practices. 24
Failure to comply with law. 24
Failure to pay benefits. 24
Fines or penalties. 24
Investment of funds. 24
Investment performance. 24
Participation, investment, or legal advice. 24
Personal injury. 25
Property damage. 25
Termination of plan. 25
Unnamed partnership, joint venture, or limited liability company. 25

Other Insurance 25
Unnamed partnership or joint venture insurance. 25
Wrap-up insurance. 25
Other primary insurance. 25
Excess insurance. 26
Methods of sharing. 26

What This Agreement Covers

Bodily injury and property damage liability. We'll pay amounts any protected person is legally required to pay as damages for covered bodily injury, property damage or premises damage that:

- happens while this agreement is in effect; and
- is caused by an event.

Protected person means any person or organization who qualifies as a protected person under the Who Is Protected Under This Agreement section.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Property damage means:

- physical damage to tangible property of others, including all resulting loss of use of that property; or
- loss of use of tangible property of others that isn't physically damaged.

For example:

One of your employees accidentally causes a fire in your premises. The fire department responds and orders nearby businesses to close for safety reasons while it fights the fire. Your premises is heavily damaged by the fire. But none of the nearby businesses are physically damaged. As a result, we'll consider the period of time those businesses are closed due to your fire to be loss of use of tangible property of others that isn't physically damaged.

We'll consider all loss of use of:

- damaged tangible property to happen at the time of the physical damage which caused it; and
- undamaged tangible property to happen at the time of the event which caused it.

Premises damage means property damage to premises that you rent, lease or borrow from others.

Event means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Personal injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered personal injury that:

- results from your business activities, other than advertising, broadcasting, publishing or telecasting done by or for you; and
- is caused by a personal injury offense committed while this agreement is in effect.

Personal injury means injury, other than bodily injury or advertising injury, that's caused by a personal injury offense.

Personal injury offense means any of the following offenses:

- False arrest, detention, or imprisonment.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- Malicious prosecution.
- Wrongful entry into, or wrongful eviction from, a room, dwelling, or premises that a person occupies.
- Invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies.
- Libel or slander.
- Making known to any person or organization written or spoken material that disparages the products, work, or completed work of others.
- Making known to any person or organization written or spoken material that violates a person's right of privacy.

Advertising means attracting the attention of others by any means for the purpose of seeking customers or increasing sales or business.

Broadcasting means transmitting any audio material by radio, or transmitting or televising any audio or visual material by television, for any purpose.

Publishing means creating and producing any material in an electronic or printed format for distribution or sale to others for any purpose.

But we won't consider creating and producing any of the following material in an electronic or printed format to be publishing:

- Correspondence written in the conduct of your business.
- Material that describes or reports your business activities, including bulletins, financial or annual reports, and newsletters.

Telecasting means transmitting or televising any audio or visual material by television for any purpose.

We explain what we mean by your products, your work, and your completed work, in the Products and completed work total limit section.

Advertising injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered advertising injury that:

- results from the advertising of your products, work or completed work; and
- is caused by an advertising injury offense committed while this agreement is in effect.

Advertising injury means injury, other than bodily injury or personal injury, caused by an advertising injury offense.

Advertising injury offense means any of the following offenses:

- Libel or slander.
- Making known to any person or organization written or spoken material that disparages the products, work or completed work of others.
- Making known to any person or organization written or spoken material that violates a person's right of privacy.
- Unauthorized taking or use of any advertising idea, material, slogan, or title of others in your advertising.

We explain what we mean by:

- advertising in the Personal injury liability section; and
- your products, your work, and your completed work, in the Products and completed work total limit section.

Medical expenses. We'll pay covered medical expenses that result from bodily injury caused by an event which happens while this agreement is in effect, even if the protected person isn't legally required to pay such expenses.

Medical expenses means the reasonable expenses incurred by any person or organization for necessary medical services received by a person anytime within one year of the beginning date of an event which causes that person to sustain bodily injury.

Medical services includes:

- first aid received at the time of an event;
- ambulance and emergency care services;
- dental, hospital, medical, nursing, surgical, x-ray, and other health care professional services;
- artificial limbs and organs; and
- funeral services.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Employee benefits liability. We'll pay amounts any protected person is legally required to pay as damages for covered loss that:

- results from the administration of your employee benefits plan; and
- is caused by a wrongful act committed while this agreement is in effect.

Administration means only the following administrative functions:

- Explaining or interpreting an employee benefit plan.
- Calculating or communicating benefits and costs for an employee benefit plan.
- Enrolling participants, or terminating participation, in an employee benefit plan.
- Estimating or projecting future employee benefit plan values.
- Handling or processing of employee benefit plan records.

Employee benefit plans means only the following employee benefit plans:

- Educational tuition reimbursement plans.
- Employee stock subscription plans.
- Group plans for life, health, dental, disability, automobile, homeowners and legal advice insurance.
- Individual Retirement Account (IRA) plans.
- Pension and profit sharing plans.
- Salary reduction plans under Internal Revenue Code 401(k) including any amendments.
- Savings plans.
- Social security system benefits.
- Travel and vacation plans.
- Workers' compensation and unemployment insurance.

Wrongful act means any negligent act error, or omission.

Right and duty to defend. We'll have the right and duty to defend a protected person against a claim or suit for injury or damage or covered employee benefits loss covered by this agreement. We'll have such right and duty even if all of the allegations of any such claim or suit are groundless, false or fraudulent. But we have no duty to perform other act or service.

We'll have the right to investigate any event, offense, claim, or suit to the extent that we believe is proper. We'll also have the right to settle any claim or suit within:

- any applicable deductible; or
- the available limits of coverage.

Our duty to defend protected persons ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements;
- medical expenses; or
- indemnitee defense expenses assumed under contract.

We explain what we mean by indemnitee defense expenses assumed under contract, and when we'll pay such expenses, in the Contract liability exclusion.

Claim means a demand which seeks damages.

Suit means a civil proceeding which seeks damages. It includes:

- an arbitration proceeding for such damages to which the protected person must submit, or submits with our consent; and
- any other alternative dispute resolution proceeding for such damages to which the protected person submits with our consent.

Injury or damage means:

- bodily injury, personal injury, or advertising injury; or
- property damage.

Offense means any:

- personal injury offense; or
- advertising injury offense.

Additional payments. We'll have the duty to make only the additional payments shown below in connection with any claim or suit under this agreement against a protected person when we:

- investigate or settle the claim or suit; or
- defend the protected person against the claim or suit.

These payments are in addition to the limits of coverage.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Our duty to make additional payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements;
- medical expenses; or
- indemnitee defense expenses assumed under contract.

We explain what we mean by indemnitee defense expenses assumed under contract, and when we'll pay such expenses, in the Contract liability exclusion.

Our expenses. We'll pay all expenses we incur.

Bail bonds. We'll pay up to $2,500 of the cost of bail bonds that are required because of accidents or violations of traffic laws. But only if the accidents or violations result from the use of a vehicle to which this agreement applies. We don't have to furnish such bonds.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the limit of coverage that applies. We don't have to furnish such bonds.

Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than $500 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person in a suit.

Prejudgment interest. We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of our offer.

Postjudgment interest. We'll pay all interest that accumulates on the full amount of that part of a judgment for which we make a payment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

Right to appeal a judgment against a protected person. We'll have the right to appeal a judgment awarded in a suit for injury or damage covered by this agreement if:

- we defend a protected person against the suit; and
- the judgment is awarded against that protected person.

If we appeal such a judgment, we'll pay all expenses which result directly from that appeal, including postjudgment interest and the cost of appeal bonds. Such appeal expenses are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

When This Agreement Covers

Bodily injury and property damage liability. We'll apply this agreement to claims or suits for covered bodily injury, property damage or premises damage whenever they're made or brought.

Personal injury liability. We'll apply this agreement to claims or suits for covered personal injury whenever they're made or brought.

Advertising injury liability. We'll apply this agreement to claims or suits for covered advertising injury whenever they're made or brought.

Medical expenses. We'll apply this agreement to covered medical expenses only when they're reported to us within three years following the date of the event.

Employee benefits liability. We'll apply this agreement to claims or suits for covered employee benefits loss whenever they're made or brought.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Where This Agreement Covers

We'll apply, and make payments under, this agreement:

- only in the coverage territory; and
- only for covered injury or damage that's caused by events or offenses which happen or are committed there.

However, we'll also apply, and make payments under, this agreement in the coverage territory for covered injury or damage that's caused by events or offenses which happen or are committed in the rest of the world if:

- the protected person's liability for such injury or damage is determined in a suit on the merits in the coverage territory, or in a settlement agreed to by us; and
- they result from the activities of a person whose home is in the coverage territory, but is away from there for a short time on your business; or
- they result from your products that are made or sold by you in the coverage territory.

For example:

One of your employees travels to Norway to participate in activities related to a future construction project. A few months later a Norwegian citizen is allegedly injured while participating in those activities, and, as a result, sues you. If the suit is brought against you in the coverage territory, and it seeks damages for bodily injury covered by this agreement, we'll have a duty to defend you against the suit and pay covered damages awarded in a judgment against you. However, if the suit is brought against you in Norway, or anywhere else outside of the coverage territory, we won't have a duty to defend you there. Also, we won't have a duty to pay a judgment awarded by a court there, even if the judgment is later recognized and enforced by a court in the coverage territory.

Coverage territory means:

- the United States of America, including its territories and possessions;
- Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

We explain what we mean by your products in the Products and completed work total limit section.

Employee benefits liability. We'll defend claims and suits, and pay judgments and settlements, only in the United States of America, its territories and possessions, Puerto Rico and Canada for covered employee benefits loss that is caused by wrongful acts committed there.

Who Is Protected Under This Agreement

Individual. If you are shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

Partnership or joint venture. If you are shown in the Introduction as a named insured and a partnership or a joint venture, you are a protected person. Your partners or co-venturers, and their spouses, are protected persons only for the conduct of your business.

However, no person or organization is a protected person for the conduct of any current or past partnership or joint venture that's not shown in the Introduction. But we won't apply this limitation to your liability for your conduct of the business of any current or past partnership or joint venture that's not named in the Introduction.

Limited liability company. If you are shown in the Introduction as a named insured and a limited liability company, you are a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

Corporation or other organization. If you are named in the Introduction as a corporation or other organization, you are a protected person. Your executive officers and directors are protected persons only for

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

their duties as your officers or directors. And your stockholders are protected persons only for their liability as your stockholders.

Other organization means an organization other than a corporation, partnership, joint venture, or limited liability company.

Executive officer means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or other organization.

Employees and volunteer workers. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your business.

And your volunteer workers are protected persons only for activities or work they conduct or perform:

- at your direction; and
- within the scope of their duties for you.

However, no employee or volunteer worker is a protected person for bodily injury or personal injury to:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- any fellow employee;
- any fellow volunteer worker or any of your employees; or
- the spouse or any child, parent, brother, or sister of that employee or volunteer worker if such injury results from the bodily injury or personal injury to the fellow employee or volunteer worker.

Nor is any employee or volunteer worker a protected person for:

- any obligation to share damages with or repay someone else who must pay damages because of such bodily injury or personal injury; or
- bodily injury or personal injury that results from his or her performance of or failure to perform health care professional services.

Also, no employee or volunteer worker is a protected person for property damage to property that's controlled by:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- that employee or any fellow employee; or
- that volunteer worker, any fellow volunteer worker, or any of your employees.

But we won't apply the exclusions in this Employees and volunteer workers section to:

- bodily injury that results from the providing of or failure to provide first aid by an employee or volunteer worker, other than an employed or volunteer doctor; or
- premises damage.

Nor will we apply this Employees and volunteer workers section to the following protected persons:

- Your managers if you are a limited liability company. Instead, we'll apply the Limited liability company section to them.
- Your executive officers if you are a corporation or an other organization. Instead, we'll apply the Corporation or other organization section to them.

Employee includes a leased worker, other than a leased temporary worker.

Leased worker means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's business.

Volunteer worker means any person other than:

- an employee; or
- a leased temporary worker.

Employee leasing firm means any person or organization who hires out workers to others. It includes any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Leased temporary worker means a leased worker who is hired to:

- temporarily take the place of a permanent employee on leave; or
- meet seasonal or short-term workload conditions.

Controlled by means:

- owned, rented, leased, occupied, borrowed, or used by;
- in the care, custody, or control of; or
- being physically controlled for any purpose by.

Health care professional services includes:

- any dental, medical, mental, nursing, surgical, x-ray, or other health care professional service, including any advice, instruction, food, or beverage provided with such service;
- the dispensing of drugs or medical or dental supplies and appliances; and
- the handling or treatment of corpses, including autopsies, organ donations, and other postmortem procedures.

Real estate managers. Your real estate managers are protected persons only for their management of premises that you own, or you rent, lease, or borrow from others. They may be persons or organizations.

But we won't apply this Real estate managers section to your employees. Instead, we'll apply the Employees and volunteer workers section to them.

Landlords. Any landlord of a premises rented or leased to you is a protected person only for the ownership, maintenance, or use of the premises while you rent or lease it.

However, no landlord is a protected person for injury or damage that results from any of the following work while being done by or for the landlord:

- structural changes.
- new construction work.
- demolition work.

Landlord means the owner or lessor of a premises.

Equipment lessors. Any lessor of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of the equipment while you rent or lease it.

However, no equipment lessor is a protected person for injury or damage that results from their sole negligence.

Lessor means the owner or lessor of the equipment.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for their driving of such equipment on a public street or road with your permission.

Any person or organization legally responsible for the driving conduct of those operators is also a protected person. But only if there's no other valid and collectible insurance available to cover their liability for the operators.

However, no operator or any other person or organization is a protected person for:

- bodily injury to a fellow employee of the person driving the equipment; or
- property damage to property controlled by you or the employer of an operator who is a protected person.

Registered mobile equipment means mobile equipment that's registered in your name under a motor vehicle registration law.

We explain what we mean by:

- controlled by in the Employees and volunteer workers section; and
- mobile equipment in the Mobile equipment exclusion.

Newly acquired or formed organizations. Any organization, other than a partnership, joint venture, or limited liability company, that you acquire or form while this agreement is in effect is a protected person if you own more than 50% of it.

However, no newly acquired or formed organization is a protected person for:

- more than 90 days, or the remainder of the time this agreement is in effect, whichever is less, from the date that you

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

acquire or form it, unless we agree that it should continue to be a protected person after the end of that period of time;

- bodily injury or property damage that happened before you acquired or formed it;
- personal injury or advertising injury that results from an offense committed before you acquired or formed it; or
- injury or damage that's covered by other similar general liability insurance.

Separation of protected persons. We'll apply this agreement separately to each protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section.

Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

The limits shown in the Coverage Summary and the information contained in this section fix the most we'll pay regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

General total limit. This is the most we'll pay for the combined total of:

- all covered bodily injury, property damage and premises damage that happens in a policy year; and
- all covered medical expenses that result from all events which happen in a policy year.

We'll apply this limit separately to the combined total of all covered bodily injury, property damage and medical expenses that result from:

- each of your projects;
- each of your premises; and
- the remainder of your business that isn't conducted on, or in connection with, any of your projects or premises.

We'll consider all of your premises that:

- share a common boundary; or
- are divided only by a street, roadway, waterway, or railroad right-of-way;

to be one premises when applying this limit.

However, we won't apply this limit to bodily injury or property damage that results from your products or completed work. Instead, we'll apply the products and completed work total limit to such bodily injury or property damage covered by this agreement.

Policy year means the policy period shown in the Introduction, or the period of time that this agreement is in effect, whichever is less. But when that period is longer than one year, it means each consecutive annual period, and the remaining period if any, that this agreement is in effect, starting with the beginning date of this agreement.

We explain the products and completed work total limit, and what we mean by your products and your completed work, in the Products and completed work total limit section.

Your projects means any work site on which your work is not yet completed. We explain when we consider your work to be completed in the meaning of your completed work in the Products and completed work total limit section.

Your premises means any premises, other than your projects, that you own, rent, lease, or borrow from others.

Products and completed work total limit. This is the most we'll pay for the combined total of all covered bodily injury and property damage that:

- results from your products and completed work; and
- happens in a policy year.

Your products mean any of the goods or products that are or were manufactured, sold, handled, distributed or disposed of by:

- you;

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- others using your name; or
- any person or organization whose business or assets you've acquired.

Your products include:

- all containers, equipment, materials or parts provided with or for your products;
- any warranty provided with or for your products;
- any statement made, or which should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety or use of your products; and
- all warnings, instructions or directions provided, or which should have been provided, with or for your products.

But we won't consider the following to be your products:

- Goods or products that are still in your physical possession or on premises you own, rent, lease or borrow.
- Real property.
- Containers that are vehicles.
- Property rented or leased to others.
- Property you haven't sold, but which you allow others to use. For example, a vending machine.

Your completed work means your work that is completed at the earliest of the following times, including work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
- When that part of the work at the work site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

But we won't consider the following to be your completed work:

- Uninstalled equipment, abandoned or unused materials, or tools.
- Work done in connection with transporting property.
- Any premises or other real property that you own.
- Any work done to a premises or other real property that you rent or lease from others.
- Any work while on a premises that you own, or rent, lease, or borrow from others.

However, we'll consider a condition created in or on a vehicle in the course of work done in connection with transporting property to be your completed work when:

- the vehicle isn't owned or operated by you;
- the condition is created by the loading or unloading of the vehicle by a protected person; and
- the condition causes bodily injury or property damage.

Your work means:

- any work that you're performing or others are performing for you; or
- any service that you're providing or others are providing for you.

Your work includes:

- all equipment, materials or parts provided with or for your work;
- any warranty provided with or for your work;
- any statement made, or which should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety or use of your work; and
- all warnings, instructions or directions provided, or which should have been provided, with or for your work.

We explain what we mean by loading or unloading in the Auto exclusion.

Each event limit. This is the most we'll pay for all covered bodily injury, property damage, and medical expenses that result from any one event.

However, the most we'll pay for covered premises damage or medical expenses that

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

result from any one event is further limited by the following:

Premises damage limit. This is the most we'll pay for all covered premises damage that's caused by any one event.

We explain what we mean by premises damage in the What This Agreement Covers section.

Medical expenses limit. This is the most we'll pay for all covered medical expenses that:

- are incurred for bodily injury sustained by any one person; and
- result from any one event.

Personal injury and advertising injury total limit. This is the most we'll pay for the combined total of all personal injury and advertising injury that:

- is sustained by all persons and organizations; and
- is caused by all offenses committed in a policy year.

Personal injury and advertising injury each person limit. This is the most we'll pay for the combined total of all covered personal injury and advertising injury that:

- is sustained by any one person or organization; and
- is caused by all offenses committed in a policy year.

Employee benefits total limit. This is the most we'll pay for all covered employee benefits loss that is caused by all wrongful acts committed in a policy year.

Employee benefits each wrongful act limit. This is the most we'll pay for all covered employee benefits loss that is caused by any one wrongful act or series of related wrongful acts.

We'll consider all covered employee benefits loss that results from a series of related wrongful acts committed over more than one policy year to be subject to the limits of coverage that apply to the policy year in which the first wrongful act in the series of related wrongful acts was first committed.

Series of related wrongful acts means two or more wrongful acts, including repeated or continuous wrongful acts, that are related to the same employee benefits loss.

How the limits of coverage apply to an extension of the policy period. If the original policy period shown in the Introduction is extended for less than 12 months, each extended period will be considered to be part of the last policy year. For example:

Your policy period is for three years. During the last policy year you request a three month extension. We agree. As a result, your last policy year becomes 15 months. It will be subject to the same limits of coverage that applied when the policy year was 12 months.

How the limits of coverage apply if a total limit is left blank. If the amount of the General total limit or the Products and completed work total limit is left blank in the Coverage Summary, that total limit will be considered to be the same as the Each event limit or $200,000, whichever is more.

If the amount of the Personal injury and advertising injury total limit is left blank in the Coverage Summary, that total limit will be considered to be the same as the Personal injury and advertising injury each person limit or $200,000, whichever is more.

If the amount of the Employee benefits total limit is left blank in the Coverage Summary, that total limit will be considered to be the same as the Employee benefits each wrongful act limit or $200,000, whichever is more.

Employee Benefits Deductible

The deductible amount is shown in the Coverage Summary. You'll be responsible for that amount of the damages for all covered employee benefits loss that is caused by each wrongful act or series of related wrongful acts, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

We'll pay the damages for covered employee benefits loss over the deductible amount up to the limit of coverage that applies. We can pay the deductible to settle a claim or suit. If we do, you agree to repay us as soon as we notify you of the settlement.

Exclusions - What This Agreement Won't Cover

Advertising, broadcasting, publishing, or telecasting business. We won't cover advertising injury that results from an offense committed by any protected person in the business of advertising, broadcasting, publishing, or telecasting.

Aircraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading; or
- entrustment to others;

of any aircraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to:

- bodily injury or property damage for which the protected person has assumed liability under a covered contract for the ownership, maintenance, or use of an aircraft;
- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Nor will we apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of an aircraft chartered by a protected person if:

- the aircraft is chartered with crew, including a pilot; and
- the protected person isn't using the aircraft to carry persons or property for a charge.

We explain what we mean by:

- covered contract in the Contract liability exclusion;
- entrustment to others, and loading or unloading, in the Auto exclusion;
- premises damage in the Each event limit section; and
- specialized equipment in the Mobile equipment exclusion.

Auto. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading; or
- entrustment to others;

of any auto owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the parking of an auto on a premises, or on the ways next to such premises, if:

- the premises is owned, rented, leased, or borrowed by you; and
- the auto isn't owned, rented, leased, or borrowed by any protected person.

Nor will we apply this exclusion to:

- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Auto means any land motor vehicle, trailer, or semitrailer designed for travel on public streets or roads. It includes any permanently attached machinery or equipment. But we won't consider mobile equipment to be an auto.

Loading or unloading means the handling of property:

- while it's being moved from the place where it's accepted for transportation;
- while it's being loaded, transported, and unloaded; and
- until it's moved to the place where it's finally delivered.

But we won't consider moving property by an unattached mechanical device to be loading or unloading.

Unattached mechanical device includes any forklift, conveyor, or other unattached mechanical device, other than a hand truck.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Entrustment to others means:

- the permitting of others to use or do something; or
- the giving of something to others for safekeeping.

We explain what we mean by:

- mobile equipment and specialized equipment in the Mobile equipment exclusion; and
- premises damage in the Each event limit section.

Breach of contract. We won't cover advertising injury that results from the failure of any protected person to do what is required by a contract or agreement.

But we won't apply this exclusion to advertising injury that results from the unauthorized use of an advertising idea if such use is not specifically prohibited by the contract or agreement.

Contract liability. We won't cover injury or damage for which the protected person has assumed liability under any contract or agreement.

But we won't apply this exclusion to injury or damage for which the protected person would have liability without the contract or agreement.

Nor will we apply this exclusion to bodily injury, property damage, personal injury, or advertising injury for which the protected person has assumed liability under a covered contract made before the bodily injury, property damage, personal injury, or advertising injury happens.

Also, if the protected person has agreed under the same covered contract to defend, or pay for the defense of, an indemnitee against a claim or suit for such bodily injury, property damage, personal injury, or advertising injury, we'll have the duty to defend the indemnitee against the claim or suit only if:

- the indemnitee isn't a protected person for the bodily injury, property damage, personal injury, or advertising injury;
- the claim or suit is for bodily injury, property damage, personal injury, or advertising injury for which that protected person has assumed the liability of the indemnitee under the covered contract;
- the bodily injury, property damage, personal injury or advertising injury is covered by this agreement;
- all of our indemnitee defense control and authority requirements are fulfilled; and
- all of our indemnitee defense cooperation and notice requirements are fulfilled.

When the indemnitee is a protected person for the claim or suit, we'll apply the Right and duty to defend a protected person section, rather than this contract liability indemnitee defense coverage, in connection with such claim or suit.

If we have the duty to defend the indemnitee under the contract liability indemnitee defense coverage, we'll do the following:

- We'll defend the indemnitee against the claim or suit even if all of the allegations of such claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.
- We'll pay all covered indemnitee defense expenses incurred by us in connection with the claim or suit. Such payments are in addition to the limits of coverage.

However, if we don't have a duty to defend the indemnitee under:

- the contract liability indemnitee defense coverage; or
- the Right and duty to defend a protected person section;

we'll pay covered indemnitee defense expenses assumed under contract as if they're damages covered by this agreement. Such payments are subject to the limits of coverage.

Our duty to defend an indemnitee, or pay indemnitee defense expenses incurred by us, under the contract liability indemnitee defense coverage ends when the indemnitee fails to comply with any of our indemnitee defense cooperation and notice requirements. It also ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements;
- medical expenses; or

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- indemnitee defense expenses assumed under contract.

We'll have the right to appeal a judgment awarded in a suit against an indemnitee if:

- the judgment is for injury or damage for which you have assumed liability under a covered contract;
- such injury or damage is covered by this agreement;
- the indemnitee and its insurers don't appeal the judgment; and
- you agree that we may seek the cooperation of the indemnitee for such an appeal.

If we appeal such a judgment, we'll pay all expenses which result directly from that appeal, including postjudgment interest and the cost of appeal bonds. Such appeal expenses are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

Covered contract means that part of any of the following contracts or agreements under which you assume the liability of another to pay damages for covered bodily injury or property damage that is sustained by others:

- any easement or license agreement;
- any elevator maintenance agreement;
- any lease of premises, other than that part which indemnifies a person or organization for property damage to a premises that you rent, lease, or borrow from others;
- any sidetrack agreement; or
- any obligation to indemnify a municipality that is required by ordinance and isn't connected with your work for the municipality;

Covered contract also means:

- that part of any other contract or agreement under which you assume the tort liability of a municipality to pay damages for bodily injury, property damage, personal injury, or advertising injury that is sustained by others and results from your work for the municipality; or
- that part of any other contract or agreement under which you assume the liability of another to pay damages for bodily injury, property damage, personal injury, or advertising injury that's sustained by others.

But we won't consider the following parts of any other contract or agreement under which you assume the liability of another to pay damages to be a covered contract:

- Architect, engineer, or surveyor indemnity.
- Architect, engineer, or surveyor professional services by protected person indemnity.
- War indemnity.

Architect, engineer, or surveyor indemnity means that part which indemnifies any architect, engineer, or surveyor for injury or damage that results from:

- the preparation or approval of, or failure to prepare or approve, any drawing and specification, map, opinion, report, or survey, or any change order, field order, or shop drawing; or
- the giving of or failure to give any direction or instruction if that giving or failure to give is the primary cause of the injury or damage.

Architect, engineer, or surveyor professional services by protected person indemnity means that part which indemnifies any person or organization for injury or damage that results from the performance of or failure to perform architect, engineer, or surveyor professional services by the protected person who is an architect, engineer, or surveyor.

Architect, engineer, or surveyor professional services includes:

- the preparation or approval of any drawing and specification, map, opinion, report, or survey, or any change order, field order, or shop drawing; and
- any architectural, engineering, inspection, or supervisory activity.

War indemnity means that part which indemnifies any person or organization for bodily injury or property damage that results from war.

Indemnitee means any person or organization who a protected person has agreed under a covered contract to indemnify or hold harmless.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Indemnitee defense control and authority requirements means the following requirements which must be fulfilled for us to conduct and control the defense of an indemnitee against a claim or suit under this agreement:

- The protected person and the indemnitee must ask us to conduct and control the defense of the indemnitee against the claim or suit under this agreement.
- We must determine that there's no conflict between the interests of the protected person and those of the indemnitee, based on the allegations in the claim or suit and on what we know about the factual and legal basis for the damages being sought.
- The protected person and the indemnitee must each agree in writing that we can assign the same counsel to defend them.
- The indemnitee must give us authority in writing to conduct and control its defense against the claim or suit.
- The indemnitee must give us authority in writing to obtain records and other information related to the claim or suit.
- The indemnitee must agree in writing to comply with our indemnitee defense cooperation and notice requirements.

Indemnitee defense cooperation and notice requirements means the following requirements which must be fulfilled for us to continue defending an indemnitee against a claim or suit under this agreement:

- The indemnitee must cooperate with us in the investigation, settlement, or defense of the claim or suit.
- The indemnitee must provide us with a copy of any demand, notice, summons, or legal paper received in connection with the claim or suit as soon as possible after it is received.
- The indemnitee must give notice of the claim or suit to any other insurer which provides coverage that's applicable to the claim or suit and available to the indemnitee.
- The indemnitee must help us coordinate the application of other insurance that's applicable to the claim or suit and available to the indemnitee.

Indemnitee defense expenses incurred by us means the:

- attorney fees and necessary litigation expenses incurred by us to defend an indemnitee against a claim or suit for damages covered by this agreement; and
- necessary litigation expenses incurred by the indemnitee at our request in connection with that claim or suit.

Indemnitee defense expenses assumed under contract means the reasonable attorney fees and necessary litigation expenses which:

- are incurred by or for an indemnitee to defend itself against a claim or suit for damages covered by this agreement; and
- are subject to a covered contract under which a protected person has agreed to defend, or pay for the defense of, the indemnitee against the claim or suit.

We explain what we mean by war in the Medical expenses of certain persons exclusion.

Control of property. We won't cover property damage to the following property:

- Property that you own, or rent, lease, or borrow from others, or occupy. But we won't apply this exclusion part to premises damage.
- Premises that you sell, give away, or abandon if such property damage results from any part of those premises. But we won't apply this exclusion part to property damage to premises which are your completed work and were never occupied, rented, or held for rental by you.
- Personal property that's in the care, custody, or control of the protected person.
- That particular part of real property being worked on by or for you if such property damage results from your work.
- That particular part of any property which must be restored, repaired, or replaced because your work was incorrectly performed on it. But we won't apply this exclusion part to property damage that results from your completed work.

Furthermore, we won't apply this exclusion to property damage, other than property damage to the property described below, for which the protected person has assumed liability under a sidetrack agreement:

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- Property that you own, or rent or lease from others, or occupy.
- Premises that you sell, give away, or abandon.

We explain what we mean by premises damage in the Each event limit section.

Damage to your products or completed work. We won't cover property damage to any of your products that's caused by the product itself or by any of its parts.

Nor will we cover property damage to your completed work that's caused by the work itself or by any of its parts. But we won't apply this exclusion part if:

- this agreement provides completed work coverage; and
- the damaged completed work, or the completed work that causes the property damage, was done for you by others. For example:

You construct a building as a general contractor. Some of the work is done by you while the rest is done for you by subcontractors. The building is accepted by the owner. If it's damaged by a fire caused by electrical wiring installed by a subcontractor, we won't apply the exclusion. However, if the wiring was installed by you, we'll apply the exclusion to property damage to your completed work done by you.

Deliberately breaking the law. We won't cover personal injury or advertising injury that results from:

- the protected person knowingly breaking any criminal law; or
- any person or organization breaking any criminal law with the consent or knowledge of the protected person.

Employers liability. We won't cover bodily injury to an employee of the protected person arising out of and in the course of his or her:

- employment by the protected person; or
- performance of duties related to the conduct of the protected person's business.

Nor will we cover bodily injury to the spouse or any child, parent, brother, or sister of that employee if such bodily injury results from the bodily injury to the employee.

We'll apply this exclusion whether the protected person may be held liable as an employer or in any other capacity, such as a property owner or product manufacturer. For example:

Your employee is injured in a crane accident. She receives workers' compensation benefits. Later, she sues the manufacturer of the crane alleging that her injury happened because the crane didn't have adequate control devices on it. If the manufacturer in turn sues you alleging that your faulty maintenance of the crane - not the lack of control devices - resulted in the employee's injury, we won't protect you.

We'll also apply this exclusion to any obligation of the protected person to share damages with or repay someone else who must pay damages because of bodily injury to any employee of the protected person. For example:

Your employee is injured in a printing press accident. She receives workers compensation benefits. Later, she sues the manufacturer of the printing press alleging that her injury happened because the press didn't have enough guarding devices on it. If the manufacturer in turn sues you alleging that your faulty maintenance of the press - not the lack of guarding devices - resulted in the employee's injury, we won't protect you.

But we won't apply this exclusion to bodily injury for which the protected person has assumed liability under a covered contract.

We explain what we mean by covered contract in the Contract liability exclusion.

Expected or intended bodily injury or property damage. We won't cover bodily injury or property damage that's expected or intended by the protected person. Nor will we cover medical expenses that result from such bodily injury.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of reasonable force to protect people or property.

False material. We won't cover personal injury or advertising injury that results from false written or spoken material which:

- was made known by or for the protected person; and
- the protected person knew was false when it was made known.

Impaired property. We won't cover property damage to impaired property, or to property which isn't physically damaged, that results from:

- your faulty or dangerous products or completed work; or
- a delay or failure in fulfilling the terms of a contract or agreement.

But we won't apply this exclusion to the loss of use of property, other than your products or completed work, that results from sudden and accidental physical damage to your products or completed work after they've been put to their intended use. For example:

You supply an electric motor to a customer who uses it to power his conveyor. The motor's shaft breaks several days later while he's operating the conveyor. The conveyor isn't damaged, but your customer has extra costs because he's unable to use it until the motor is repaired. If he sues you to recover those costs, we won't apply the exclusion. However, if the customer discovers while hooking the motor up to the conveyor that the motor's shaft is broken, we won't protect you.

Impaired property means tangible property, other than your products or completed work, that can be restored to use by nothing more than:

- an adjustment, repair, replacement or removal of your products or completed work which forms a part of it; or
- your fulfilling the terms of a contract or agreement.

Intellectual property. We won't cover injury or damage that results from any actual or alleged infringement or violation of any of the following rights or laws:

- Copyright.
- Patent.
- Trade dress.
- Trade name.
- Trade secret.
- Trademark.
- Other intellectual property rights or laws.

But we won't apply this exclusion to:

- bodily injury or property damage that results from your products or completed work; or
- advertising injury that results from the unauthorized use of any copyrighted or trademarked advertising material, slogan, style, or title of others in your advertising.

We explain what we mean by your products and your completed work in the Products and completed work total limit section.

Liquor liability. We won't cover bodily injury, property damage or medical expenses that result from any protected person:

- causing or contributing to the intoxication of any person;
- selling, serving or furnishing alcoholic beverages to any person under the legal drinking age or under the influence of alcohol; or
- violating any law or regulation applying to the sale, gift, distribution or use of alcoholic beverages.

But we'll apply this exclusion only if you're in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For example:

You are a building contractor. Each year you host an awards banquet with an open bar for your employees. After this year's banquet an intoxicated guest is involved in an auto accident. The guest and several others are injured. If someone sues you, alleging that your serving of liquor caused the guest's intoxication and involvement in the accident, we won't apply the Liquor liability exclusion because you're not in the business of serving liquor.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

But we won't apply this exclusion to premises damage.

We explain what we mean by premises damage in the Each event limit section.

Material previously made known. We won't cover personal injury or advertising injury that results from written or spoken material which was first made known before this agreement went into effect.

Medical expenses of certain persons. We won't cover medical expenses that are incurred by or for any person:

- injured while qualifying as a protected person;
- injured while performing work that he or she was hired to do for any protected person, or any tenant of a protected person;
- injured on that part of any premises that you own, or rent or lease from others, and which the injured person normally occupies;
- to whom such medical expenses are payable, or must be provided, as benefits under any workers compensation, disability benefits, or similar law;
- injured by your products or completed work;
- injured due to war; or
- who refuses to be examined as often as we require, within reason, by doctors we choose.

War includes:

- declared or undeclared war, or invasion;
- warlike action by a military force or other agents of any government, sovereign, or other authority;
- civil war, insurrection, rebellion, revolution, or seizure of power; or
- anything done to hinder or defend against such actions.

We explain what we mean by your products and your completed work in the Products and completed work total limit section.

Mobile equipment. We won't cover bodily injury, property damage, or medical expenses that result from the:

- transportation of mobile equipment by an auto owned, operated, rented, leased, or borrowed by any protected person; or
- use of racing mobile equipment.

But we won't apply this exclusion to premises damage.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises that you own, or rent or lease from others;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle that:

- isn't described above; and
- is kept primarily for purposes other than carrying people or cargo.

But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any:

- grader, scraper, or roller; or
- power crane, digger, drill, loader, or shovel.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator, or air compressor; or

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding, or well-servicing equipment, that has a built-in pump, generator, or air compressor.

Racing mobile equipment means any mobile equipment while being prepared for or used in any:

- prearranged racing, speed, demolition, or stunting contest or activity; or
- practice for such contest or activity.

We explain what we mean by:

- auto in the Auto exclusion; and
- premises damage in the Each event limit section.

Nuclear energy liability. We won't cover bodily injury or property damage for which any protected person:

- is also protected under a nuclear energy liability insurance policy; or
- would have been protected under such policy if that policy's limits of coverage hadn't been used up.

Nor will we cover bodily injury or property damage that results from the hazardous properties of nuclear material and for which:

- any person or organization is required by law to maintain financial protection in accordance with the federal Atomic Energy Act or any of its amendments; or
- any protected person is entitled, or would have been entitled had this agreement not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies, and any person or organization.

Also, we won't cover medical expenses that result from:

- the hazardous properties of nuclear material; or
- the operation of a nuclear facility by any person or organization.

In addition, we won't cover bodily injury or property damage that results from the hazardous properties of nuclear material when:

- the nuclear material is located at, or at any time discharges or disperses from, a nuclear facility which is or was at any time owned by any protected person, or operated by or for any protected person;
- the nuclear material is contained in spent nuclear fuel or nuclear waste which is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by or for any protected person; or
- the bodily injury or property damage results from the furnishing by any protected person of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of a nuclear facility. However, we'll apply this exclusion part only to property damage to the nuclear facility, and any property located on the site of that facility, if the nuclear facility is in the United States of America, its territories or possessions, Puerto Rico, or Canada.

Nuclear energy liability insurance policy means any nuclear energy liability insurance policy issued by any of the following organizations or their successors:

- Nuclear Energy Liability Insurance Association.
- Mutual Atomic Energy Liability Underwriters.
- Nuclear Insurance Association of Canada.

Property damage includes all forms of radioactive contamination of property.

Hazardous properties includes radioactive, toxic, or explosive properties.

Nuclear material means any of the following materials which are defined in the federal Atomic Energy Act or any of its amendments:

- Source material.
- Special nuclear material.
- By-product material.

Nuclear facility means any:

- nuclear reactor;
- uranium isotopes separation device or equipment;
- special nuclear material device or equipment; or

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- nuclear waste site.

Nuclear facility includes:
- the site on which it's located;
- all operations conducted on such site; and
- all premises used for such operations.

Nuclear reactor means any device, equipment, or machine designed or used to:
- sustain nuclear fission in a self-supporting chain reaction; or
- contain a critical mass of fissionable material.

Uranium isotopes separation device or equipment means any device or equipment designed or used for:
- separating the isotopes of uranium or plutonium;
- processing or utilizing spent nuclear fuel; or
- handling, processing, or packaging nuclear waste.

Special nuclear material device or equipment means any device or equipment used for the processing, fabricating, or alloying of special nuclear material if the total amount of such material:
- is at any time in the custody of any protected person at the premises where the device or equipment is located; and
- is more than 25 grams of plutonium or uranium 233, or any combination of those two materials; or
- is more than 250 grams of uranium 235.

Nuclear waste site means any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of nuclear waste.

Nuclear waste means any waste material that:
- contains by-product material; and
- results from the operation of any nuclear reactor, or uranium isotopes separation device or equipment, by any person or organization.

But we won't consider nuclear waste to include tailings or wastes that result from the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content.

Spent nuclear fuel means any solid or liquid fuel element or component that's been exposed to radiation or used in a nuclear reactor.

Pollution injury or damage. We won't cover injury or damage or medical expenses that result from pollution at, on, in, or from any:
- protected person's premises;
- waste site; or
- protected person's work site.

Nor will we cover injury or damage or medical expenses that result from pollution involving any waste pollutant.

But we won't apply this exclusion to injury or damage or medical expenses that result from:
- building heating equipment fumes, smoke, soot, or vapors;
- hostile fire heat, fumes, or smoke; or
- mobile equipment operating fluids.

Nor will we apply this exclusion to:
- bodily injury or property damage that results from your products or completed work, other than waste products or completed work; or
- premises damage that results from fire.

Pollution means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any pollutant.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including:
- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

Protected person's premises means any premises, site, or location which is or was at any time owned, rented, leased, borrowed, or occupied by any protected person. For example:

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

You sold an office building two years ago. It contains asbestos ceiling tile which released asbestos into the air while you owned it. A former tenant now sues you for bodily injury that allegedly resulted from the release of that asbestos. We won't cover such injury.

Another example:

You own an apartment building. Its woodwork is finished with paint that contains lead. Two of your renters sue you for bodily injury to their children allegedly caused by the lead in that paint. The children supposedly consumed the lead by eating chips of the paint from the window sills in their apartments. We won't cover such injury.

But we won't consider a premises, site, or location that isn't owned, rented, leased, borrowed, or occupied by you to be a protected person's premises in connection with pollution or exposure to pollutants that results from your work being performed there.

Waste site means any premises, site, or location which is or was at any time used by or for any protected person or others for the handling, storage, disposal, processing, or treatment of waste. For example:

For several years waste generated by your contracting business was disposed of in a landfill owned by others. The landfill was closed two years ago. Nearby residents now allege that they're being injured by the waste from there. We won't cover such injury.

Protected person's work site means any premises, site, or location at, on, or in which work is being performed by or for any protected person when:

- the pollution involves a pollutant that is brought to, on, or in such premises, site, or location by or for the protected person in connection with such work; or
- the work being performed is pollution work.

For example:

A subcontractor working for you brings a diesel fuel storage tank to the building site for refueling of its excavation equipment. After a couple of days it is discovered that the tank has been leaking. The escaped fuel must now be cleaned up. We won't cover the cost of that clean-up.

Another example:

A subcontractor working for you brings a diesel fuel storage tank to the building site for refueling of its excavation equipment. After a couple of days it is discovered that the tank has been leaking. Some of the escaped fuel is found to have seeped into an underground conduit and damaged the insulation on the fiber optic cables in the conduit. We won't cover such property damage.

Waste pollutant means any pollutant which is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- any protected person; or
- any person or organization for whom you may be legally responsible.

For example:

Waste generated by your contracting business is transported to a landfill by a trucker hired by you. There is an accident which causes the waste to be spilled onto the road. One of the firefighters who responds to the accident later alleges that fumes from the waste made her ill. We won't cover such injury.

But we won't consider a pollutant which is or was not transported, handled, stored, treated, disposed of or processed as waste by or for you or any person for whom you may be legally responsible to be a waste pollutant.

Building heating equipment fumes, smoke, soot, or vapors means only the fumes, smoke, soot, or vapors that:

- result from equipment used to heat a building at or on a protected person's premises; and
- are within that building.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Hostile fire heat, fumes, or smoke means only the heat, fumes, or smoke that result from a hostile fire at, on, in, or from:

- the protected person's premises, other than a waste site; or
- the protected person's work site, other than a waste site, but only if the hostile fire doesn't result from pollution work being performed by or for the protected person.

Hostile fire means a fire which:

- becomes uncontrollable; or
- breaks out from where it was intended to be.

Mobile equipment operating fluids means only the fuels, lubricants, or other operating fluids that:

- are part of the mobile equipment being maintained, operated, or used in connection with work, other than pollution work, being performed by or for the protected person at, on, or in the protected person's work site;
- are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of the mobile equipment or any of its parts;
- aren't intended to be discharged, dispersed, or released as part of the operation of the mobile equipment or any of its parts;
- aren't intended to be discharged, dispersed, or released as part of the work being performed by or for the protected person; and
- escape from a mobile equipment part designed to hold, store, or receive them.

Waste products or completed work means:

- your products or completed work that is or was handled, stored, disposed of, processed, or treated as waste at, on, or in a waste site;
- your products or completed work that is or was a waste pollutant; or
- your completed work that is being used for cleaning up, containing, detoxifying, disposal of, handling, monitoring, neutralizing, processing, removing, storing, testing for, transporting, or treating any pollutant at, on, or in a waste site.

We explain what we mean by:

- mobile equipment in the Mobile equipment exclusion;
- pollution work in the Pollution work loss, cost, or expense exclusion;
- premises damage in the What This Agreement Covers section; and
- your products, your work, and your completed work in the Products and completed work total limit section.

Pollution work loss, cost, or expense. We won't cover any loss, cost, or expense that results from:

- any request, demand, or order that any protected person or others perform pollution work; or
- any claim or suit by or for any governmental authority for damages that result from the performance of pollution work.

Pollution work means:

- the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of any pollutant; or
- the responding to, or assessing, in any way the effects of any pollutant.

For example:

A chemical spill at one of your contracting facilities releases a vapor cloud. Several hundred people are exposed to the vapor cloud before it disappears. None of them sustain any apparent bodily injury. However, several of them demand that you arrange and pay for medical checkups now, and yearly for the next ten years, to assess the effect of the vapor cloud on their health. We won't cover the cost of such pollution work, regardless of who orders or performs it.

Another example:

One of your products is a container which may be used to store various types of liquids. Several of those containers are sold to a company which uses them for storage of a chemical. During such use one of them ruptures. The spilled chemical must be cleaned up. As a result, the company demands that you pay for the

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

cleanup. We won't cover the cost of such pollution work, regardless of who orders or performs it.

We explain what we mean by pollutant in the Pollution injury or damage exclusion.

Poor quality or performance. We won't cover advertising injury that results from the failure of your products, work or completed work to conform with advertised quality or performance.

Product recall. We won't cover any loss, cost or expense that:

- is incurred by you or others; and
- results from the recall, removal or withdrawal of impaired property, or your products or completed work, from the market or from use by any person or organization for any reason.

Nor will we cover any loss, cost, or expense that is incurred by you or others and results from the:

- loss of use;
- adjustment, inspection, repair;
- replacement; or
- disposal;

of such property, products or completed work.

We explain what we mean by:

- impaired property in the Impaired property exclusion; and
- your products and your completed work in the Products and completed work total limit section.

Unnamed limited liability company. We won't cover injury or damage or medical expenses that result from the conduct of any current or past limited liability company which isn't shown in the Introduction as a named insured.

Watercraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading; or
- entrustment to others;

of any watercraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to:

- bodily injury or property damage for which the protected person has assumed liability under a covered contract for the ownership, maintenance, or use of a watercraft; or
- premises damage.

Nor will we apply this exclusion to bodily injury, property damage, or medical expenses that result from:

- watercraft while ashore on premises that you own, or rent or lease from others;
- watercraft you don't own that is less than 75 feet long and isn't being used to carry persons or property for a charge; or
- the operation of specialized equipment.

We explain what we mean by:

- covered contract in the Contract liability exclusion;
- entrustment to others, and loading or unloading, in the Auto exclusion;
- premises damage in the Each event limit section; and
- specialized equipment in the Mobile equipment exclusion.

Workers compensation and other benefits laws. We won't cover any obligation that the protected person has under any:

- workers compensation;
- disability benefits;
- unemployment compensation; or
- similar law.

Wrong price description. We won't cover advertising injury that results from the wrong description of the price of your products, work, or completed work.

We explain what we mean by your products, your work, and your completed work in the Products and completed work total limit section.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Employee Benefits Liability Exclusions:

The exclusions listed below in this section apply to Employee benefits liability.

Bodily injury. We won't cover bodily injury.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

Contract liability. We won't cover loss for which the protected person has assumed liability under any contract or agreement.

But we won't apply this exclusion to loss for which the protected person would have liability without the contract or agreement.

Dishonest acts. We won't cover claims that result from dishonest, intentionally fraudulent, criminal, or malicious acts or omissions of any protected person or of anyone for whose acts the protected person is legally responsible.

But this exclusion doesn't apply to any protected person who didn't:

- personally participate in committing any such act or omission; or
- remain passive after having personal knowledge of any such act or omission.

Employment-related practices. We won't cover loss that is sustained by a person and results from any:

- refusal to employ that person;
- termination of that person's employment; or
- other employment-related act, omission, policy, or practice, such as coercion, defamation, demotion, discipline, discrimination, evaluation, harassment, humiliation, or reassignment, directed at that person.

Nor will we cover loss sustained by the spouse or any child, parent, brother, or sister of that person if such loss results from the loss sustained by that person.

We'll apply this exclusion whether the protected person may be held liable as an employer or in any other capacity.

We'll also apply this exclusion to any obligation of the protected person to share damages with or to repay someone else who must pay damages because of such loss.

Failure to comply with law. We won't cover loss that results from any intentional violation of any:

- workers compensation law;
- unemployment insurance law;
- social security law;
- disability benefits law; or
- administrative interpretation of such laws.

Failure to pay benefits. We won't cover loss that results from any failure to pay benefits because:

- there are not sufficient funds; or
- an insurance company fails to comply with the terms of its policy.

Fines or penalties. We won't cover any fine or penalty assessed against any protected person.

Investment of funds. We won't cover loss that results from any investment or non-investment of any employee benefit plan funds.

Investment performance. We won't cover loss that results from any failure of an investment to perform as a protected person expected, intended, or said it would.

Participation, investment, or legal advice. We won't cover loss that results from the providing of or failure to provide any of the following advice to any employee or his or her dependent or beneficiary:

- Advice to participate or not to participate in an optional employee benefit plan.
- Investment advice.
- Legal advice.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Personal injury. We won't cover loss that results from personal injury.

Personal injury means injury that's caused by a personal injury offense.

Personal injury offense means any of the following offenses:

- False arrest, detention, or imprisonment.
- Malicious prosecution.
- Wrongful entry into, or wrongful eviction from, a room, dwelling, or premises that an individual occupies.
- Invasion of the right of private occupancy of a room, dwelling, or premises that an individual occupies.
- Libel or slander.
- Making known to any person or organization written or spoken material that disparages the products, work, or completed work of others.
- Making known to any person or organization written or spoken material that violates an individual's right of privacy.

Property damage. We won't cover loss that results from property damage.

Property damage means:

- physical damage to tangible property of others, including all resulting loss of use of that property; or
- loss of use of tangible property of others that isn't physically damaged.

Termination of plan. We won't cover loss that results from the termination of any employee benefit plan.

Unnamed partnership, joint venture, or limited liability company. We won't cover loss that results from the conduct of any current or past partnership, joint venture, or limited liability company which isn't shown in the Introduction as a named insured.

Other Insurance

This agreement is primary insurance. If there is any other valid and collectible insurance for injury or damage or employee benefits loss covered by this agreement, the following applies in connection with that other insurance.

Other valid and collectible insurance means insurance policies or contracts or alternative risk transfer or financing methods, such as risk retention groups or self insurance programs.

Unnamed partnership or joint venture insurance. We'll apply this agreement as excess insurance for your liability for your conduct of the business of any current or past partnership or joint venture that's not named in the Introduction whether or not a specific project policy covers such unnamed partnership or joint venture.

This agreement will be excess over any other insurance, whether primary or excess, issued to the unnamed partnership or joint venture.

We explain how we'll apply this agreement as excess insurance in the Excess insurance section.

Wrap-up insurance. We'll apply this agreement as excess insurance for the conduct of your business in a construction project that's subject to a wrap-up insurance program in which you are or were a participant.

We explain how we'll apply this agreement as excess insurance in the Excess insurance section.

Wrap-up insurance program means an insurance program that:

- is limited to a specific construction project;
- requires some or all of the contractors working on the project to participate in the program; and
- is purchased by you; or
- is purchased for you by the owner of the project or by another contractor.

Other primary insurance. When there is other valid and collectible insurance that is primary, we'll share with that insurance the amounts you're legally required to pay as damages for injury or damage covered by this agreement. We'll do so with one of the methods of sharing described in the Methods of sharing section.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

However, we'll apply this agreement as excess insurance over the part or parts of any other insurance which provide:

- property or similar coverage for property damage to your work;
- property or similar coverage for property damage to premises that you rent, lease, or borrow from others; or
- aircraft, auto, or watercraft bodily injury or property damage coverage.

We explain how we'll apply this agreement as excess insurance in the Excess insurance section.

Aircraft, auto, or watercraft bodily injury or property damage coverage means coverage for bodily injury or property damage that:

- results from the maintenance, use, operation, or loading or unloading of any aircraft, auto, or watercraft; and
- isn't specifically excluded by the Aircraft, Auto, or Watercraft exclusions in this agreement.

We explain what we mean by your work in the Products and completed work total limit section.

Excess insurance. When this agreement is excess insurance, we won't have a duty to defend the protected person against the part or parts of any claim or suit for which any other insurer has the duty to defend the protected person.

Also, we'll pay only the amount of damages that's in excess of:

- the total amount that all such other insurance would pay if this agreement didn't exist; and
- the total of all deductible and self-insured amounts under all such other insurance.

But we won't pay more than the limits of coverage that apply under this agreement.

Methods of sharing. We'll use one of the methods of sharing described below.

Contribution by equal shares. If all of the other insurance permits contribution by equal shares, we'll share the damages equally. But we won't pay more than the limits of coverage that apply under this agreement.

If any policy reaches its limit before the entire amount of damages is paid, the remaining policies will share the balance equally until their limits have been used up or the amount of the damages is paid in full. For example:

You are required by a court to pay damages of $1,000,000. Besides this agreement, two other policies apply to the judgment. The limit of this agreement is $500,000. Policy B has a $100,000 limit and Policy C's limit is $300,000.

First, $100,000 is subtracted from each policy's limit because that is the lowest limit provided by any of the three policies. The result: Policy B's limit is used up; the balance due on the judgment is $700,000; $400,000 remains of this agreement's limit; and the unused portion of Policy C's limit equals $200,000.

Next, $200,000 is subtracted from the limit on this agreement and Policy C because that amount equals the smallest amount of limit remaining on either policy after the initial $100,000 payment. The result: Policy C's limit is used up; the balance due on the judgment is now $300,000; and this agreement has $200,000 of its limit remaining.

Finally, the rest of the limit on this agreement is paid. The result: this agreement's limit is used up; the balance due on the judgment is now $100,000, which you must pay; and the total paid under each policy is: $500,000 this agreement, $100,000 Policy B and $300,000 Policy C.

Contribution by limits. If any of the other insurance doesn't permit contribution by equal shares, we'll pay that portion of the damages which is equal to our percentage of the total of all limits that apply. But we won't pay more than the limits of coverage that apply under this agreement. For example:

You are required by a court to pay damages of $600,000. Besides this agreement, another policy applies to the judgment. The limit of this agreement is $300,000 and Policy B has a $100,000

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

limit. The total limit of all insurance is $400,000.

Our limit is 75% ($300,000/$400,000) of the total limit. But we won't pay 75% of the judgment because that $450,000 share is more than our limit. We'll pay only our limit, which is $300,000.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

VIRGINIA AUTO, MOBILE EQUIPMENT, NONOWNED WATERCRAFT OPERATORS, AND OWNED AIRCRAFT OPERATORS ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection to comply with regulatory requirements of the Virginia Bureau of Insurance.

How Coverage Is Changed

There are five changes which are explained below.

1. The following replaces the definition of auto in the Auto exclusion. This is an editorial change.

   Auto means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.

2. The following replaces the definitions of mobile equipment, construction equipment, and specialized equipment in the Mobile equipment exclusion. This change excludes coverage.

   Mobile equipment means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled:

   (1) not subject to motor vehicle registration; or

   (2) maintained for use exclusively on premises owned by or rented to you, including the ways immediately adjoining; or

   (3) designed for use principally off public roads; or

   (4) designed or maintained for the sole purpose of affording mobility to construction or specialized equipment of the following types forming an integral part of or permanently attached to such vehicle.

   Construction equipment means:

   - power cranes, shovels, loaders, diggers, and drills;
   - concrete mixers (other than the mix-in-transit type); and
   - graders, scrapers, rollers, and other road construction or repair equipment.

   Specialized equipment means:

   - air-compressors, pumps, and generators, including spraying, welding, and building cleaning equipment; and
   - geophysical exploration and well servicing equipment.

3. The following is added to the Auto exclusion. This change broadens coverage.

   We won't apply this exclusion to liability for bodily injury or property damage assumed under any covered contract for the ownership, maintenance, or use of an auto.

   We explain what we mean by covered contract in the Contract liability exclusion.

4. The following replaces the third paragraph of the Auto exclusion. This change excludes coverage for the operation of specialized equipment.

   Nor will we apply this exclusion to premises damage.

5. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

   Nonowned watercraft operators. Any person or organization who operates nonowned watercraft with your permission is a protected person. But only for covered bodily injury or property damage that results from the operation of such watercraft.

   Nonowned watercraft means only watercraft that:

   - you don't own;

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

- is being used by you, or is your legal responsibility;
- is less than 75 feet long; and
- isn't being used to carry persons or property for a charge.

Owned aircraft operators. Any person or organization who operates an owned aircraft with your permission is a protected person. But only for:

- covered bodily injury or property damage that results from the operation of specialized equipment; or
- covered premises damage.

Owned aircraft means only an aircraft that:

- is owned, rented, leased, or borrowed by you;
- is not chartered by you or any other protected person; and
- is being used by you, or is your legal responsibility.

We explain what we mean by premises damage in the Each event limit section.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

FELLOW EMPLOYEE BODILY INJURY ENDORSEMENT - DESCRIBED SUPERVISORY POSITIONS

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Employees and volunteer workers section. This change broadens coverage.

We won't apply the exclusions in this Employees and volunteer workers section to bodily injury to any fellow employee that results from work, other than the performance of or failure to perform health care professional services, done by your employees who hold the supervisory positions described in the Coverage Summary.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

GOVERNMENTAL IMMUNITY ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Right and duty to defend a protected person section.

Governmental immunity. We won't use the governmental immunity of any protected person in the defense of claims or suits unless that protected person requests in writing that we do so.

Either way, we won't pay more than the limits of coverage that apply to a judgment or settlement.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

MOTOR VEHICLE INSURANCE LAW ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following are added. This change broadens coverage.

1. When this agreement is certified as proof of future financial responsibility under any motor vehicle insurance law, we'll provide the coverage and limits of insurance for covered bodily injury and property damage required by that law.

2. We'll provide:
•any liability, uninsured motorists, underinsured motorists, no-fault or other insurance; and
•the limits of insurance;
required for mobile equipment by any motor vehicle insurance law.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1985

WASTE PRODUCTS OR COMPLETED WORK REDEFINED ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following replaces the definition of waste products or completed work in the Pollution injury or damage exclusion. This change excludes coverage.

Waste products or completed work means:

- your products or completed work that is or was handled, stored, disposed of, processed, or treated as waste at, on, or in a waste site;
- your products or completed work that is or was a waste pollutant; or
- your completed work that is being used for cleaning up, containing, detoxifying, disposal of, handling, monitoring, neutralizing, processing, removing, storing, testing for, transporting, or treating any pollutant at, on, or in a waste site.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

WATERCRAFT ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

There are two changes which are explained below.

1. The following is added to the Watercraft exclusion. This change broadens coverage.

We won't apply this exclusion to the watercraft you own or use that's described in the Coverage Summary.

2. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Watercraft users. Any person or organization who uses or is responsible for the use of the watercraft you own or use that's described in the Coverage Summary is a protected person. But only for covered bodily injury or property damage that results from the use of such watercraft with your permission.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1985

LIMITATION OF COVERAGE TO FIRST MANIFESTED PROPERTY DAMAGE ENDORSEMENT

The St Paul

This endorsement changes your Contractors Commercial General Liability Protection.

How Coverage Is Changed

If, under the law that applies, this agreement, without this endorsement, would cover any continuation, change, or resumption:

- while this agreement is in effect; or
- after this agreement ends;

of property damage that happened before this agreement begins, which result may be called a continuous or multiple trigger of coverage, the following two changes apply. But these changes only apply to any such continuation, change, or resumption of property damage which this agreement, without this endorsement, would cover.

1. The following replaces the first paragraph of the Bodily injury and property damage liability part in the What This Agreement Covers section. This change limits coverage.

   Bodily injury and property damage liability. We'll pay amounts any protected person is legally required to pay as damages for covered bodily injury or property damage that:

   - happens while this agreement is in effect;
   - is caused by an event; and
   - is not property damage covered by another insurance policy issued to you by us or any of our affiliated insurance companies, unless such policy was purchased specifically to apply in excess of the limits of coverage that apply under this agreement.

   We'll consider an insurance policy that's renewed with a renewal certificate to be another insurance policy.

2. The following is added to the definition of property damage in the What This Agreement Covers section. This change limits coverage.

   We'll consider all physical damage to tangible property of others to happen at the time that it is first manifested.

   First manifested, for the coverage provided under this agreement to you, means first known, or first in a condition where it reasonably should have been known, by you.

   First manifested, for the coverage provided under this agreement to any protected person other than you, means first known, or first in a condition where it reasonably should have been known, by that other protected person or by you.

   Any continuation, change or resumption of physical damage to tangible property of others will be considered to be first manifested at the time that the physical damage to tangible property of others from which it continues, changes or resumes is first manifested.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

DAMAGE TO YOUR PRODUCTS OR COMPLETED WORK ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

There are four changes that are explained below.

1. The following replaces the Damage to your products or completed work exclusion. This change broadens coverage.

   Damage to your products or completed work. We won't cover property damage to a particular part of your products that's caused by the part itself.

   Nor will we cover property damage to a particular part of your completed work that's caused by the part itself. But we won't apply this exclusion part if:

   - this agreement provides completed work coverage; and
   - the damaged part of your completed work, or the completed work that causes the property damage, was done for you by others. For example:

   You construct a building as a general contractor. Some of the work is done by you while the rest is done for you by the subcontractors. The building is accepted by the owner. If there's a fire caused by electrical wiring installed by a subcontractor, we won't apply the exclusion. However, if the wiring was installed by you, we'll apply the exclusion only to property damage to the particular part of the wiring that caused the fire.

2. The following is added to the Products and completed work total limit section. This change broadens coverage.

   The Products and completed work total limit doesn't apply to covered property damage to your products or completed work that results from work done by you. Instead the Damage to your products and completed work total limit applies. We explain that limit below.

3. The following is added to the Limits Of Coverage section. This change limits coverage.

   Damage to your products and completed work total limit. This limit is shown in the Coverage Summary. It's the most we'll pay for all covered property damage to your products or completed work that:

   - results from work done by you; and
   - happens in a policy year.

   We explain what we mean by policy year in the General total limit section.

4. The following is added to the Products and completed work total limit. This change limits coverage.

   The most we'll pay for covered property damage that results from any one event is further limited by the following:

   Damage to your products and completed work each event limit. This limit is shown in the Coverage Summary. It's the most we'll pay for all covered property damage to your products or completed work that:

   - results from work done by you;
   - is caused by any one event; and
   - happens in a policy year.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

COPY

CONTRACTORS COMMERCIAL GENERAL LIABILITY DEDUCTIBLES ENDORSEMENT- DEDUCTIBLES APPLY TO DAMAGES AND CLAIM EXPENSES - LIMITS ARE REDUCED BY THE DEDUCTIBLE AMOUNTS

The St Paul

This endorsement changes your Contractors Commercial General Liability Protection.

Important note: This endorsement makes you responsible for paying damages and claim expenses within the deductibles that apply.

Deductibles Table

Only those deductibles for which amounts are shown apply.

Bodily injury each event deductible - other than products and completed work.	$100,000
Property damage each event deductible - other than products and completed work.	$100,000
Bodily injury and property damage each event deductible - other than products and completed work.	$100,000
Products and completed work bodily injury each event deductible.	$100,000
Products and completed work property damage each event deductible.	$100,000
Products and completed work bodily injury and property damage each event deductible.	$100,000
Medical expenses each person deductible.	$100,000
Personal injury each person deductible.	$100,000
Advertising injury each person deductible.	$100,000
Employee Benefits Liability deductible.	$100,000
Total deductible.	$See TCA

Important note: If the Total deductible doesn't apply, you'll be responsible for the other applicable deductibles without further limitation, regardless of how often any or all of them apply.

How Coverage Is Changed

There are two changes which are explained below.

1. The following section is added. This change adds deductibles to be paid by you.

   Deductibles

   The deductibles shown in the Deductibles Table and the information contained in this section fix the amount of damages and claim expenses that you'll be responsible for paying. Only those deductibles for which amounts are shown in the Deductibles Table apply.

   We will pay all or part of the deductible for you, unless we agree to do otherwise. WHEN WE DO MAKE PAYMENT, YOU AGREE TO REPAY THAT AMOUNT TO US PROMPTLY AFTER WE NOTIFY YOU OF THE PAYMENT.

   Also, if we pay claim expenses that's subject to the applicable deductible, YOU AGREE TO REPAY THAT AMOUNT TO US PROMPTLY AFTER WE NOTIFY YOU OF THE PAYMENT.

   Claim expenses includes the following fees, costs or expenses that result directly from the investigation, defense, or settlement of a specific claim or suit:

© St. Paul Fire and Marine Insurance Co. 1997 All Rights Reserved

- Fees, costs or expen. of attorneys.
- Court reporter fees.
- Independent expert's and special investigator's fees, costs, or expenses.
- Independent vendor's fees, costs, or expenses related to medical or vocational rehabilitation.

But we won't consider any of the following to be claim expenses:

- Our expenses, including salaries, wages, or traveling expenses of our employees, other than fees, costs, or expenses incurred by attorneys employed by us in connection with a specific claim or suit.
- Adjuster's fees paid to independent adjusters or attorneys for adjusting claims.
- Coverage opinions.
- Appeal expenses.
- Our recovery expenses.

However, we explain how we'll first deduct our recovery expenses in the Recovering Damages From A Third Party section in the General Rules attached to this policy.

Bodily injury each event deductible - other than products and completed work. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered bodily injury that:

- results from other than your products and completed work;
- is sustained by all persons; and
- results from any one event.

This bodily injury deductible part is reduced by the amount of any medical expenses deductible paid by you.

Property damage each event deductible - other than products and completed work. You'll be responsible for the amount of damages and claim expenses within this deductible all covered property damage that:

- results from other than your products and completed work;
- is sustained by all persons and organizations; and
- results from any one event.

Bodily injury and property damage each event deductible - other than products and completed work. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered bodily injury and property damage that:

- results from other than your products and completed work;
- is sustained by all persons and organizations; and
- results from any one event.

This bodily injury deductible part is reduced by the amount of any medical expenses deductible paid by you.

Products and completed work bodily injury each event deductible. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered bodily injury that:

- results from your products or completed work;
- is sustained by all persons; and
- results from any one event.

Products and completed work property damage each event deductible. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered property damage that:

- results from your products or completed work;
- is sustained by all persons and organizations; and
- results from any one event.

Products and completed work bodily injury and property damage each event deductible. You'll be responsible for the

© St. Paul Fire and Marine Insurance Co. 1997 All Rights Reserved

amount of damages and cla. .xpenses within this deductible for all covered bodily injury and property damage that:

- results from your products or completed work;
- is sustained by all persons and organizations; and
- results from any one event.

Medical expenses each person deductible. You'll be responsible for the amount of medical expenses and claim expenses within this deductible for all covered medical expenses that:

- are incurred for bodily injury sustained by any one person; and
- result from any one event.

Personal injury each person deductible. If this deductible applies, you'll be responsible for the amount of damages and claim expenses within this deductible for all covered personal injury that:

- is sustained by any one person or organization; and
- is caused by all personal injury offenses committed in a policy year.

Advertising injury each person deductible. If this deductible applies, you'll be responsible for the amount of damages and claim expenses within this deductible for all covered advertising injury that:

- is sustained by any one person or organization; and
- is caused by all advertising injury offenses committed in a policy year.

Employee Benefits Liability deductible. If this deductible applies, you'll be responsible for the amount of damages and claim expenses within this deductible for all covered employee benefits losses that:

- result fro. rongful acts in the administration of employee benefits;
- is sustained by any one person; and
- result from any one wrongful act.

Total deductible. This amount is the most you'll be responsible for paying for the combined total of all deductibles applying in a policy year.

If this deductible doesn't apply, you'll be responsible for the other applicable deductibles without further limitation, regardless of how often any or all of them apply.

We explain what we mean by policy year in the General total limit section.

2. The following is added to the Limits Of Coverage section. This change explains how the limits of coverage apply when a deductible applies.

   The limits shown in the Coverage Summary, other than the General total limit and the Products and completed work total limit, are reduced by the deductible amount that applies.

Other Terms

All other terms of your policy remain the same.

© St. Paul Fire and Marine Insurance Co. 1997 All Rights Reserved

AUTO COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the Limits of Coverage that apply to your Commercial Auto Protection. A blank section or space indicates no coverage.

Auto Liability Protection

Covered Autos:

☒ Any Auto ☐ Owned Commercial autos ☐ Owned Private Passenger autos
☐ Scheduled autos ☐ Hired autos ☐ Non owned autos
☐ Other:

Limit of Coverage:

$2,000,000 each accident

Other:

Auto Medical Payments Protection
Covered Autos:

☐ Any auto ☐ Owned Commercial autos ☐ Owned Private Passenger autos
☒ Scheduled autos
☐ Other:

Limits of Coverage (Refer to the Auto Schedule)

Other:

Name of Insured TIDEWATER SKANSKA GROUP INC. **Policy Number** KK02900157 **Effective Date** 08/31/00 **Processing Date** 12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co. 1990 All Rights Reserved

Auto Physical Damage Protection

Covered Autos

- ☐ Scheduled autos
- ☒ Owned Private Passenger autos
- ☒ Owned Commercial autos
- ☒ Hired autos
- ☐ Other:

Limits of Coverage

(Refer to the Auto Schedule)

Other:

©St.Paul Fire and Marine Insurance Co. 1990 All Rights Reserved

Auto No Fault Protection

Covered Autos: ☒ Owned Autos that are subject to State No-Fault Laws

Limits of Coverage: See your Agreement and any Optional Coverage Summary.
Other:

Other Coverage

Auto Uninsured Motorists Protection
Autos Covered:
REQUIRED BY LAW

Uninsured Limits of Coverage:	Underinsured Limits of Coverage:
FOR THE STATE OF AZ $2,000,000 PER ACCIDENT	FOR THE STATE OF AZ $2,000,000 PER ACCIDENT
FOR THE STATE OF CA $2,000,000 PER ACCIDENT	FOR THE STATE OF CA INCLUDED
FOR THE STATE OF CO $2,000,000 PER ACCIDENT	FOR THE STATE OF CO INCLUDED
FOR THE STATE OF DC $2,000,000 PER ACCIDENT	FOR THE STATE OF DC $2,000,000 PER ACCIDENT
FOR THE STATE OF FL $2,000,000 PER ACCIDENT	FOR THE STATE OF FL INCLUDED

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

Uninsured Limits of Coverage:	Underinsured Limits of Coverage:
FOR THE STATE OF GA $2,000,000 PER ACCIDENT	FOR THE STATE OF GA INCLUDED
FOR THE STATE OF KS $2,000,000 PER ACCIDENT	FOR THE STATE OF KS INCLUDED
FOR THE STATE OF MD $2,000,000 PER ACCIDENT	FOR THE STATE OF MD INCLUDED
FOR THE STATE OF NC $2,000,000 PER ACCIDENT	FOR THE STATE OF NC INCLUDED
FOR THE STATE OF NM $2,000,000 PER ACCIDENT	FOR THE STATE OF NM INCLUDED
FOR THE STATE OF OK $2,000,000 PER ACCIDENT	FOR THE STATE OF OK INCLUDED
FOR THE STATE OF SC $2,000,000 PER ACCIDENT	FOR THE STATE OF SC $2,000,000 PER ACCIDENT
FOR THE STATE OF UT $2,000,000 PER ACCIDENT	FOR THE STATE OF UT $2,000,000 PER ACCIDENT

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

OPTIONAL NO-FAULT COVERAGE SUMMARY COLORADO

The St Paul

This Summary shows the options you have chosen for your auto no-fault protection.

Basic Medical Expense Benefit Applies -- $50,000

Coverages for Named Persons **Basic Personal Protection**

Named Persons:
ALL CORPORATE OFFICERS OF NAMED INSURED

Name of Insured TIDEWATER SKANSKA GROUP INC.

Policy Number KK02900157 **Effective Date** 08/31/00

Processing Date 12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co.2000 All Rights Reserved

OPTIONAL NO-FAULT COVERAGE SUMMARY FLORIDA

The St Paul

This Summary shows the options you have chosen for your auto no-fault protection.

Added Personal Protection

Added Total Limit of Coverage	$90,000

Coverages for Named Persons

Named Persons:

Name of Insured	Policy Number KK02900157	Effective Date 08/31/00
TIDEWATER SKANSKA GROUP INC.	Processing Date 12/22/00 11:14 001	

©St.Paul Fire and Marine Insurance Co.1983 All Rights Reserved

©St.Paul Fire and Marine Insurance Co.1983 All Rights Reserved

OPTIONAL NO-FAULT COVERAGE SUMMARY-UTAH

The St Paul

This Summary shows the options you have chosen for your auto no-fault protection.

Added Personal Protection

Medical Expenses Total Limit $10,000

Loss of Income Limit Per Week $350

Loss of Income Benefits applies for you and your spouse.

Name of Insured TIDEWATER SKANSKA GROUP INC.

Policy Number KK02900157 **Effective Date** 08/31/00

Processing Date 12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

AUTO SCHEDULE The St Paul

The types of coverage provided for each auto are indicated by completed spaces. A blank space indicates no coverage.

Auto	Year	Make	Type	VIN/Serial	Location
		Per Sched w/Co.	Per Sched. on File	Per Sched w/ Co.	Per Sched w/ Co.

			ACV or Stated Amount
☒ Liability *	☐ Comprehensive	☐	
☒ Uninsured Motorists*	☐ Collision	☐	
☒ No-Fault*	☐ Specified Causes of Loss	☐	
☒ Medical Payments	☐ Towing		Maximum

Medical Payments $10,000

Who We'll Pay For Physical Damage Loss. You and:

(*Note: Refer to the Auto Coverage Summary for the Limit of Coverage.)

Auto	Year	Make	Type	VIN/Serial	Location

			ACV or Stated Amount
☐ Liability *	☐ Comprehensive	☐	
☐ Uninsured Motorists*	☐ Collision	☐	
☐ No-Fault*	☐ Specified Causes of Loss	☐	
☐ Medical Payments	☐ Towing		Maximum

Who We'll Pay For Physical Damage Loss. You and:

(*Note: Refer to the Auto Coverage Summary for the Limit of Coverage.)

Auto	Year	Make	Type	VIN/Serial	Location

			ACV or Stated Amount
☐ Liability *	☐ Comprehensive	☐	
☐ Uninsured Motorists*	☐ Collision	☐	
☐ No-Fault*	☐ Specified Causes of Loss	☐	
☐ Medical Payments	☐ Towing		Maximum

Who We'll Pay For Physical Damage Loss. You and:

(*Note: Refer to the Auto Coverage Summary for the Limit of Coverage.)

Name of Insured	Policy Number KK02900157	Effective Date 08/31/00
TIDEWATER SKANSKA GROUP INC.	Processing Date 12/22/00 11:14 001	

©St.Paul Fire and Marine Insurance Co.1990 All Rights Reserved

The St Paul

Auto Year Make **Type** **VIN/Serial** **Location**

ACV or Stated Amount Deductible

- ☐ Liability *
- ☐ Uninsured Motorists*
- ☐ No-Fault*
- ☐ Medical Payments
- ☐ Comprehensive
- ☐ Collision
- ☐ Specified Causes of Loss
- ☐ Towing

Maximum

Who We'll Pay For Physical Damage Loss. You and:

(*Note: Refer to the Auto Coverage Summary for the Limit of Coverage.)

Auto Year Make **Type** **VIN/Serial** **Location**

ACV or Stated Amount Deductible

- ☐ Liability *
- ☐ Uninsured Motorists*
- ☐ No-Fault*
- ☐ Medical Payments
- ☐ Comprehensive
- ☐ Collision
- ☐ Specified Causes of Loss
- ☐ Towing

Maximum

Who We'll Pay For Physical Damage Loss. You and:

(*Note: Refer to the Auto Coverage Summary for the Limit of Coverage.)

Auto Year Make **Type** **VIN/Serial** **Location**

ACV or Stated Amount Deductible

- ☐ Liability *
- ☐ Uninsured Motorists*
- ☐ No-Fault*
- ☐ Medical Payments
- ☐ Comprehensive
- ☐ Collision
- ☐ Specified Causes of Loss
- ☐ Towing

Maximum

Who We'll Pay For Physical Damage Loss. You and:

(*Note: Refer to the Auto Coverage Summary for the Limit of Coverage.)

©St.Paul Fire and Marine Insurance Co.1990 All Rights Reserved

REPUBLIC OF MEXICO AUTO LIABILITY COVERAGE ENDORSEMENT

The St Paul

This endorsement changes your Auto Liability Protection.

How Coverage Is Changed

Your Auto Liability Protection is extended. We'll cover claims from accidents involving covered autos that are licensed or garaged in the United States which occur in the Republic of Mexico.

Other Terms

All other terms of your policy remain the same.

WARNING

If you have an accident in Mexico you may spend many hours or days in jail and your vehicle may be impounded. To avoid these complications and possible other penalties, you should purchase insurance coverage from a company licensed to write automobile insurance under the laws of Mexico.

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

This insuring agreement provides auto liability protection for your business. There are, of course, limitations and exclusions which apply to that protection. As a result, this agreement should be read carefully to determine the extent of the coverage provided to you and other protected persons.

The terms of this agreement apply to each state unless a state's Commercial Auto Required Endorsement indicates otherwise.

Table of Contents **Page**

What This Agreement Covers 1
Bodily injury and property damage liability. 1
Pollution cost or expense. 1
Right and duty to defend. 2
Additional payments. 3
Right to appeal. 3
Out of state coverage. 3

Which Autos Are Covered 4
Any auto 4
Owned commercial autos 4
Owned private passenger autos 4
Scheduled autos 4
Hired autos 4
Nonowned autos 4

When This Agreement Covers 4

Where This Agreement Covers 4

Who Is Protected Under This Agreement 5
Individual. 5
Partnership or joint venture. 5
Corporation or other organization. 5
Any permitted user. 5
Anyone legally responsible for the actions of a protected person. 5
Separation of protected persons. 5

Limit Of Coverage 5

Exclusions - What This Agreement Won't Cover 6
Contract liability. 6
Control of property. 6
Employer's liability. 6
Injury to a fellow employee. 7
Intentional or expected bodily injury or property damage. 7
Nuclear energy liability. 7
Pollution. 8
Racing or demolition contest. 9
Specialized equipment. 9
Workers' compensation. 9

Other Insurance 9
Insurance provided by another insurer. 9
Insurance provided under another policy with us or any of our member insurance companies. 10

What This Agreement Covers

Bodily injury and property damage liability. We'll pay amounts any protected person is legally required to pay as damages for covered bodily injury or property damage that:
- results from the ownership, maintenance, use, loading or unloading of a covered auto; and
- is caused by an accident that happens while this agreement is in effect.

Pollution cost or expense. We'll pay amounts any protected person is legally required to pay as covered pollution cost or expense only if it results from an accident which also causes bodily injury or property damage covered by this agreement.

Protected person means any person or organization who qualifies as a protected person under the Who Is Protected Under This Agreement section.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:
- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Property damage means
- physical damage to tangible property of others, including loss of use of such property; or
- loss of use of tangible property of others that isn't physically damaged.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

We'll consider all loss of use of tangible property to happen at the time of the accident which caused it.

Accident includes continuous or repeated exposure to the same conditions.

Covered auto means the type or types of autos shown in the Coverage Summary and described in the Which Autos Are Covered section.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:
•any permanently attached machinery or equipment; and
•any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:
•is designed for use primarily off public streets or roads;
•is kept for use only on or next to premises you own, rent or lease;
•travels on crawler treads;
•is kept primarily for the ready movement of permanently attached construction equipment; or
•doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:
•travels under its own power;
•is operated like an auto during travel on a public street or road; and
•has permanently attached specialized equipment; or
•has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller and power crane, shovel, loader, digger, or drill.

Specialized equipment means any:
•cherry picker or similar device used to lift workers;
•pump, generator or air compressor; or
•other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Loading means moving property from the place where it's accepted for transportation by a protected person until it's placed in or on a covered auto.

Unloading means moving property from a covered auto to the place where it's finally delivered by a protected person.

However we won't consider moving property with a mechanical device, such as a forklift or conveyor, that's not attached to a covered auto to be loading or unloading. But we won't consider a hand truck to be a mechanical device.

Pollution cost or expense means any cost or expense that results from:
•any request, demand or order that any protected person or others perform pollution work; or
•any claim or suit by or for any governmental authority demanding that any protected person or others perform pollution work.

Pollution work means:
•the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of any pollutant; or
•the responding to, or assessing, in any way the effects of any pollutant.

Right and duty to defend. We'll have the right and duty to defend any claim or suit for covered bodily injury, property damage, or pollution cost or expense made or brought against any protected person.

We'll do so even if any of the allegations of any such claim or suit are groundless, false or fraudulent. But we have no duty to perform other acts or services. And our duty to defend claims or suits ends when we have used up the limit of coverage that applies with the payment of judgments, settlements, or pollution cost or expense.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

We'll have the right to investigate any claim or suit to the extent that we believe is proper. We'll also have the right to settle any claim or suit within the available limits of coverage.

Claim means a demand which seeks damages or pollution cost or expense.

Suit means a civil proceeding which seeks damages or pollution cost or expense. It includes:
- an arbitration proceeding for such damages to which the protected person must submit or submits with our consent.
- any other alternative dispute resolution proceeding for such damages to which the protected person submits with our consent.

Additional payments. We'll have the duty to make only the payments shown below in connection with any claim or suit we defend. These payments are in addition to the limit of coverage. But our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments, settlements, or pollution cost or expense.

Our expenses. We'll pay all expenses we incur.

Bail bonds. We'll pay up to $250 of the cost of bail bonds that are required because of accidents or violations of traffic laws. But only if the accidents or violations result from the use of a vehicle to which the bodily injury liability coverage under this agreement applies. We don't have to furnish such bonds.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the limit of coverage that applies. We don't have to furnish such bonds.

Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or defend a claim or suit. But we won't pay more than $250 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person in a suit.

Pre-judgment interest. We'll pay the pre-judgment interest that's awarded against the protected person on that part of a judgment paid by us. But if we make a settlement offer to pay the available limit of coverage, we won't pay the pre-judgment interest that accumulates after the date of our offer.

Post-judgment interest. We'll pay all interest that accumulates on the full amount of that part of a judgment for which we make a payment. But only from the date of the judgment to the date we:
- pay;
- offer to pay; or
- deposit in court;

the limit of coverage that applies to the judgment.

Right to appeal. We'll have the right to appeal a judgment for covered bodily injury, property damage, or pollution cost or expense in any suit we defend.

If we appeal such a judgment, we'll pay all expenses which result directly from that appeal, including the cost of appeal bonds and post-judgment interest. Such appeal expenses are in addition to the limit of coverage. However, the results of an appeal won't change the limit of coverage that applies under this agreement.

Out of state coverage. While a covered auto is away from the jurisdiction where it is licensed we will do the following:
- Increase the limit of coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered auto is being used if your limit of coverage is less than the minimum limit required by such law. But this increase does not apply to the limit or limits specified by any law or regulation governing motor carriers of passengers or property.
- Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered auto is being used. But we won't pay more than once for the same damages which are covered because of this extension of coverage.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

Which Autos Are Covered

The Coverage Summary shows and the information in this section describes the type or types of autos which are covered autos.

Any auto means any owned, rented, leased or borrowed auto. It includes hired, nonowned, newly acquired, replacement and temporary substitute autos.

Owned commercial autos means any auto you own that isn't of the private passenger type. It includes any trailer or semi-trailer while attached to that auto. It also includes:
- newly acquired autos of the same type;
- replacement autos of the same type; and
- temporary substitute autos.

Owned private passenger autos means any auto you own that's of the private passenger type. It includes any trailer while attached to that auto. It also includes:
- newly acquired autos of the same type;
- replacement autos of the same type; and
- temporary substitute autos.

Scheduled autos means any auto you own that's described in the Auto Schedule. It includes any nonowned trailer while attached to a scheduled auto. It also includes:
- newly acquired autos, but only if we cover all of your owned autos and you tell us within 30 days after you acquire such autos that you want us to cover them;
- replacement autos if you tell us within 30 days after you acquire such autos that you want us to cover them; and
- temporary substitute autos.

Hired autos means any auto that you hire, rent, lease or borrow from others, other than your employees or members of their households. We'll consider any auto that you lease for a period of 6 months or more to be an auto that you own.

Nonowned autos means any auto that:
- you don't own, hire, rent, lease or borrow; and
- is used in the conduct of your business.

It includes autos owned by your employees or partners or members of their households. But only while such autos are being used in the conduct of your business.

Newly acquired autos means any additional auto that you acquire while this agreement is in effect. We'll provide the same limit of coverage, and deductible, if any, to such autos as you have on similar types of autos, unless you tell us differently.

Replacement autos means any auto that replaces a covered auto. We'll provide the same limit of coverage, and deductible, if any, to such autos as you have for the covered auto being replaced, unless you tell us differently.

Temporary substitute autos means any auto not owned by you while it's being used, with permission of its owner, as a temporary substitute for a covered auto you own which can't be used because it:
- has broken down;
- has been damaged, destroyed or stolen; or
- is being repaired or serviced.

Private passenger type means ordinary private passenger cars, station wagons, pickups and vans.

When This Agreement Covers

We'll apply this agreement to claims or suits for covered bodily injury, property damage or pollution cost or expense whenever they're made or brought.

Where This Agreement Covers

We'll defend claims and suits, and pay judgments, settlements, and pollution cost or expense only in the coverage territory for covered bodily injury, property damage, or pollution cost or expense that's caused by accidents which happen in the coverage territory.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

Who Is Protected Under This Agreement

Individual. If you are named in the Introduction as an individual, you and your spouse are protected persons for the use of a covered auto.

Partnership or joint venture. If you are named in the Introduction as a partnership or joint venture, you are a protected person for the use of a covered auto. Also, your partners or co-venturers and their spouses are protected persons. But only for the use of a covered auto.

However, no person or organization is a protected person for the conduct of any current or past partnership or joint venture that's not named in the Introduction.

Corporation or other organization. If you are named in the Introduction as a corporation or other organization, you are a protected person for the use of a covered auto. Also, your executive officers and directors are protected persons. But only for the use of a covered auto. Also, your stockholders are protected persons, but only for their liability as your stockholders.

Any permitted user. Any person or organization to whom you've given permission to use a covered auto you own, rent, lease, hire or borrow is a protected person.

However, we won't consider the following to be a protected person:
- The owner or anyone else from whom you rent, lease, hire or borrow a covered auto unless that auto is a trailer that's connected to a covered auto you own.
- An employee of yours or a member of an employee's household if the covered auto is owned by that employee or member of that employee's household.
- Anyone using a covered auto while working in the business of selling, servicing, repairing, storing or parking autos, unless the business is yours.
- Anyone other than your employees, partners, lessee or borrower or any of their employees while loading or unloading a covered auto.

Anyone legally responsible for the actions of a protected person. Any person or organization who is legally responsible for the actions of a protected person described above is also a protected person for the use of a covered auto. For example:

An employee who works for another company borrows a covered auto from you. That person causes an accident which results in covered bodily injury and property damage. We'll consider you, that employee, and the other company that employs the other person to be protected persons.

But we won't consider the owner or anyone else from whom you rent, lease, hire or borrow a covered auto to be a protected person unless it's a trailer that's connected to a covered auto you own.

Separation of protected persons. We'll apply this agreement:
- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limit of coverage shown in the Coverage Summary is shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limit Of Coverage

The Coverage Summary shows the limit of coverage that applies to this agreement.

The Each accident limit is the most we'll pay for the combined total of all covered bodily injury, property damage and pollution cost or expense that results from any one accident. This limit applies regardless of the premiums paid or number of:
- protected persons;
- premiums paid;
- claims made or suits brought;

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

•covered autos;
•vehicles involved in the accident; or
•persons or organizations making claims or bringing suits.

We consider all covered bodily injury, property damage and pollution cost or expense that results from continuous or repeated exposure to substantially the same conditions to be the result of one accident.

Exclusions - What This Agreement Won't Cover

Contract liability. We won't cover the protected person's liability for bodily injury or property damage assumed under any contract or agreement.

However, we won't apply this exclusion to liability for bodily injury or property damage the protected person would have without the contract or agreement. Nor will we apply this exclusion to the protected person's liability for bodily injury or property damage assumed under a covered contract made before the bodily injury or property damage happens.

Covered contract means any:
•lease of premises;
•sidetrack agreement;
•easement or license agreement;
•obligation to indemnify a municipality if the obligation is required by ordinance and isn't connected with work for the municipality;
•contract or agreement under which you assume the tort liability of a municipality to pay damages for covered bodily injury or property damage that is sustained by others and results from work for the municipality;
•other contract or agreement under which you assume the tort liability of another to pay damages for covered bodily injury or property damage that's sustained by others; or
•contract or agreement which you or any of your employees enter into for the rental or lease of any auto.

Tort liability means a liability that would be imposed by law without any contract or agreement.

But we won't consider the following parts of any contract or agreement to be a covered contract:

Auto with driver. That part which has to do with the rental, lease or loan of an auto to you or any of your employees if the auto is rented, leased or loaned with a driver.

Use of a motor carrier's permit. That part which indemnifies any person or organization in the business of transporting people or property by an auto for hire for your use of a covered auto over a route or in a territory the person or organization is authorized by a public authority to use or serve.

Damage to rented or leased auto. That part which obligates you or any of your employees to pay for property damage to any auto rented or leased by you or any of your employees.

War. That part which indemnifies any person or organization for bodily injury or property damage caused by:
•declared or undeclared war, or invasion;
•warlike action by a military force or other agents of any government, sovereign or other authority;
•civil war, insurrection, rebellion, revolution or seizure of power; or
•anything done to hinder or defend against these actions.

Control of property. We won't cover property damage to property owned by, transported by or in the care, custody or control of a protected person.

But we won't apply this exclusion to liability for property damage assumed under a sidetrack agreement.

Employer's liability. We won't cover bodily injury to an employee arising out of his or her employment by a protected person. Nor will we cover bodily injury to the spouse, child, parent, brother, or sister of that employee which results from the bodily injury to the employee.

We'll apply this exclusion whether the protected person may be held liable as an employer or in any other capacity.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

We'll also apply this exclusion to any obligation of the protected person to share damages with or repay someone else who must pay damages because of bodily injury to any employee of the protected person.

But we won't apply this exclusion to:
•bodily injury to domestic employees not entitled to workers compensation benefits; or
•liability for bodily injury assumed under a covered contract.

We explain what we mean by covered contract in the Contract liability exclusion.

Injury to a fellow employee. We won't cover bodily injury to a fellow employee of any protected person arising out of and in the course of the fellow employee's employment by you.

Intentional or expected bodily injury or property damage. We won't cover bodily injury or property damage that's expected or intended by the protected person.

Nuclear energy liability. We won't cover bodily injury or property damage for which any protected person:
•is covered by a nuclear energy liability insurance policy; or
•would have been covered by such policy if that policy's limits of coverage hadn't been used up.

Nor will we cover bodily injury or property damage that results from the hazardous properties of nuclear material and for which:
•any person or organization is required by law to maintain financial protection in accordance with the federal Atomic Energy Act, or any of its amendments; or
•any protected person is entitled, or would have been entitled had this agreement not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies, and any person or organization.

And we won't cover bodily injury or property damage that results from the hazardous properties of nuclear material when:
•the nuclear material is located at, or at any time discharges or disperses from, any nuclear facility owned by any protected person, or operated by or for any protected person;
•the nuclear material is contained in spent nuclear fuel or nuclear waste that is at any time possessed, handled, used, processed, stored, transported or disposed by or for any protected person; or
•the bodily injury or property damage results from the furnishing by any protected person of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. But we'll apply this exclusion part only to property damage to the nuclear facility, and any property located on the site of that facility, if the nuclear facility is in the United States of America, its territories or possessions, Puerto Rico, or Canada.

Nuclear energy liability insurance policy means any nuclear energy liability insurance policy issued by:
•Nuclear Energy Liability Insurance Association;
•Mutual Atomic Energy Liability Underwriters;
•Nuclear Insurance Association of Canada; or
•any of their successors.

Property damage includes all forms of radioactive contamination of property.

Hazardous properties include radioactive, toxic or explosive properties.

Nuclear material means any of the following materials which are defined in the federal Atomic Energy Act, or any of its amendments:
•Source material.
•Special nuclear material.
•By-product material.

Nuclear facility means any:
•nuclear reactor;
•uranium isotopes separation device or equipment;
•special nuclear material device or equipment; or
•nuclear waste site.

Nuclear facility includes:
•the site on which it's located;
•all operations conducted on such site; and
•all premises used for such operations.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

Nuclear reactor means any device, equipment or machine that's designed or used to:
•sustain nuclear fission in a self-supporting chain reaction; or
•contain a critical mass of fissionable material.

Uranium isotopes separation device or equipment means any device or equipment designed or used for:
•separating the isotopes of uranium or plutonium;
•processing or utilizing spent nuclear fuel; or
•handling, processing or packaging nuclear waste.

Special nuclear material device or equipment means any device or equipment used for the processing, fabricating or alloying of special nuclear material if the total amount of such material:
•is more than 25 grams of plutonium or uranium 233, or any combination of the two, or 250 grams of uranium 235; and
•is at any time in the custody of any protected person at the premises where the device or equipment is located.

Nuclear waste site means any structure, basin, excavation, premises or place prepared or used for the storage or disposal of nuclear waste.

Nuclear waste means any waste material that:
•contains by-product material; and
•results from the operation of any nuclear reactor or uranium isotopes separation device or equipment by any person or organization.

But we won't consider nuclear waste to include tailings or wastes that result from the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content.

Spent nuclear fuel means any solid or liquid fuel element or component that has been exposed to radiation or used in a nuclear reactor.

Pollution. We won't cover bodily injury or property damage that results from pollution involving any pollutant, or any pollutant contained in any property, that's:
•being transported or towed by a covered auto;
•being loaded onto or unloaded from a covered auto;
•otherwise in the course of transit by or for any protected person; or
•being stored, disposed of, treated or processed in or on a covered auto.

For example:

A covered auto carrying a cargo of chemicals skids off of a road and overturns. Several of the containers of chemicals are damaged during the accident and their contents leak out. Fumes from the spilled chemicals injure a motorist who stopped to help the truck driver. And a fire begins in a pool formed by the spilled chemicals and spreads to a nearby building, damaging its exterior. We won't cover any such bodily injury or property damage.

However, we won't apply this exclusion to bodily injury or property damage that results from pollution caused by fuels, lubricants, fluids, exhaust gases or similar pollutants that:
•are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto, other than the operation of specialized equipment; and
•escape, seep or migrate, or are discharged, dispersed or released, directly from a part of the covered auto designed by it's manufacturer to hold, store, receive or dispose of such pollutants.

For example:

One of your covered autos is a truck with a hydraulic system that leaks. We won't apply this exclusion to the bodily injury or property damage that may result from such pollution.

Another example:

One of your covered autos is a tow truck. It is involved in an accident with another vehicle. Your tow truck's gas tank is ruptured and leaks. We won't apply this exclusion to the bodily injury or property damage that may result from such pollution.

Another example:

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

While being pulled by a covered auto, your compressor leaks gas. We won't apply this exclusion to the bodily injury or property damage that may result from such pollution. However, if the gas leakage occurred during the operation of the compressor, the resulting damage would not be covered because it results from the operation of specialized equipment.

Nor will we apply this exclusion to bodily injury or property damage that results from pollution from property of others which:
- isn't in your care, custody or control;
- isn't being transported or towed by or for you; and
- is damaged by an accident due to the ownership, maintenance or use of a covered auto.

For example:

A covered auto skids off of a road and hits a fuel storage tank owned by others. Several hundred gallons of fuel leak out and then explode into flames. The fire destroys a nearby building and injures two bystanders. We won't apply this exclusion to the bodily injury and property damage that results from such pollution.

Pollution means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any pollutant.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including:
- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

We explain what we mean by specialized equipment in the What This Agreement Covers section.

Racing or demolition contest. We won't cover bodily injury, property damage or pollution cost or expense that results from the use of a covered auto in any organized racing or demolition contest or stunting activity. This exclusion also applies to any practice or preparation for such contest or activity.

Specialized equipment. We won't cover bodily injury or property damage that results from the operation or use of any specialized equipment.

However, we won't apply this exclusion to bodily injury or property damage that results from specialized equipment while being carried or towed by a covered auto.

We explain what we mean by specialized equipment in the What This Agreement Covers section.

Workers' compensation. We won't cover any obligation that the protected person has under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

Other Insurance

This agreement is primary insurance for covered autos you own and excess insurance for those you don't own.

However, when a covered trailer is connected to a covered auto, this agreement applies to the trailer in the same way as the covered auto. For example, if a trailer you own is connected to a covered auto you don't own, this agreement will be excess insurance for the trailer. If a trailer you don't own is connected to a covered auto you own, this agreement is primary insurance for the trailer.

Excess insurance applies after other collectible insurance has been used up.

This agreement is primary insurance for liability for covered bodily injury or property damage assumed under a covered contract.

We explain what we mean by covered contract in the Contract liability exclusion.

Insurance provided by another insurer. When insurance provided by another insurer applies to covered bodily injury or property damage that results from an accident on the same primary or excess basis as this agreement, we'll pay only our share of your accident. We'll pay the same proportion of such damages or pollution cost or

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

expense that our limit is to the total of all applicable policy limits. But we won't pay more than our limit.

Insurance provided under another policy with us or any of our member insurance companies. When this agreement and other insurance contained in a policy from us or another member insurance company of The St. Paul Group both apply to the same accident, the most we will pay is the highest limit of coverage that applies under any one policy. When the other insurance written by us or the member insurance company is intended to be excess over this agreement, this section does not apply.

©St.Paul Fire and Marine Insurance Co.1993 All Rights Reserved

FORM MCS-90
(Ed. 3-96)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to TIDEWATER SKANSKA GROUP INC.

of Norfolk VA

Dated at Jericho NY this 31 day of August , 2000

Amending Policy No. KK02900157 Effective Date 08/31/00

Name of Insurance Company ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Telephone Number (800) 647-3700 Countersigned by_____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by ☒, for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of $1,000,000 for each accident in excess of the underlying limit of $1,000,000 for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere.

Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of

the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier.
It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce)	Property (Nonhazardous).	$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or Highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (in interstate or foreign commerce: in any quantity) or (in intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	5,000,000

Note - The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

AUTOS RENTED BY EMPLOYEES ENDORSEMENT

The St Paul

This endorsement changes your Auto Liability Protection and your Auto Physical Damage Protection.

How Coverage Is Changed

There are two changes that are explained below. These changes broaden coverage.

1. The definition of hired autos in the Which Autos Are Covered section is changed as follows.

   Hired autos means any auto that you hire, rent, lease, or borrow from others, other than your employees or members of their households. Hired autos includes any autos that any employee of yours hires, rents, leases, or borrows from others in that employee's name with your permission while performing duties related to the conduct of your business. We'll consider any auto that you lease for a period of 6 months or more to be an auto that you own. However any auto that has been rented, leased, hired, or borrowed with a driver is not a covered auto.

2. The following is added to the Who is Protected Under This Agreement section. This change applies to your Auto Liability Protection.

   Employees renting covered autos. Any of your employees while operating a covered auto that has been rented, leased, hired, or borrowed from others in that employee's name with your permission while performing duties related to the conduct of your business.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

DRIVE OTHER CAR ENDORSEMENT

The St Paul

This endorsement changes your Commercial Auto Insurance.

How Your Coverage Is Changed

Your Commercial Auto Insurance is broadened to include the following changes. This endorsement only provides the coverages shown.

For this endorsement:

Covered auto means an auto you don't own, hire or borrow if:
- the auto isn't owned by the person named or by anyone in the same household.; and
- the auto isn't being used in the business of selling, servicing, repairing or parking autos.

Liability Protection

Any person named for Drive Other Car Coverage below is protected while using a covered auto. That person's spouse is also protected if living in the same household.

Auto Medical Payments, No-Fault, Uninsured, And Underinsured Motorists Protection

Any persons named for Drive Other Car Coverage below, including family members, are protected while in or struck by a covered auto for the coverages shown below.

Family member means anyone related to the named person by blood, marriage or adoption and is living in the same household. This includes a ward or foster child.

Physical Damage Protection

A private passenger type auto that's a covered auto has the kinds of Physical Damage Protection shown below. But only while in the care of the person named for Drive Other Car Coverage, or that person's spouse.

Other Terms

All other terms of your agreement remain the same.

Drive Other Car Coverage

Persons Covered
ALL CORP. OFFICER OF NAMED INS

Coverages
Liability
Medical Payments Limit$10,000
Comprehensive Full Coverage
Collision $50 Deductible

Name of Insured TIDEWATER SKANSKA GROUP INC.
Policy Number KK02900157
Effective Date 08/31/00
Processing Date 12/22/00 11:14 001

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

EMPLOYEES AS PROTECTED PERSONS ENDORSEMENT

The St Paul

This endorsement changes your Auto Liability Protection.

How Your Coverage Is Changed

The Who Is Protected Under This Agreement section is broadened by adding the following:

Your employees. Any employee of yours is protected while using a covered auto you don't own, hire or borrow in your business or your personal affairs.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co. 1983

HIRED AUTOS COVERED AS OWNED AUTOS ENDORSEMENT

The St Paul

This endorsement changes your Auto Liability Protection.

How Your Coverage Is Changed

The autos that this endorsement applies to are shown in the Coverage Summary or Auto Schedule. They will be covered as if they are autos you own.

The owners or anyone else from whom you rent or lease such covered autos are also protected while the autos are used by or for you.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1983

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION - ARIZONA

The St Paul

We've designed this agreement to cover damages for bodily injury caused by an accident which the named insured or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in Arizona.

Table of Contents

	Page
What This Agreement Covers	1
Which Autos Are Covered	2
Scheduled autos.	2
Any owned auto.	3
Autos required by law to be covered.	3
Nonowned autos - if selected.	3
When This Agreement Covers	3
Where This Agreement Covers	3
Who Is Protected Under This Agreement	3
Individual.	3
Partnership, limited liability company, corporation.	3
Anyone in a nonowned auto that we cover for liability protection.	3
Separation of protected persons.	3
Limits Of Coverage	4
Single limit.	4
Split limits.	4
Limitations on amounts payable.	4
Exclusions - Claims We Won't Cover	4
Unauthorized use.	4
Outside the scope of the named insured's business.	4
Workers' compensation.	4
Actions taken without our consent.	4
Punitive damages.	4
Other Insurance	5
Insurance written with another company.	5
Insurance written under another policy with our company.	5
Changes In General Rules	5
Recovering damages from a third party.	5
Arbitration	5
What To Do If You Have A Loss	5

What This Agreement Covers

We'll pay compensatory damages the named insured and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured vehicle if the damages result from an accident that causes bodily injury to the protected person. Underinsured motorists coverage is also provided if it is shown in the Coverage Summary.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident that provides the minimum amounts of coverage required by section 28-1170 of the Arizona Uniform Motor Vehicle Safety act;
- for which an insurance or bonding company legally denies coverage or becomes insolvent; or
- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury to a protected person and the owner or driver

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

cannot be identified. The vehicle must actually either:

- hit a protected person, a covered auto, or an auto a protected person is in; or
- cause bodily injury to a protected person without hitting a protected person, a covered auto, or a auto the protected person is in, provided the facts of the accident can be corroborated by an additional and confirming evidence that strengthens the protected persons representation of the accident.

However, we won't consider vehicles designed for use mainly off public roads while not on public roads to be uninsured vehicles.

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident is less than the amount a protected person is legally entitled to recover as damages for bodily injury caused by such accident.

However, we won't consider vehicles designed for use mainly off public roads while not on public roads to be underinsured vehicles.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises the named insured owns, rents, or leases;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator, or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos the named insured acquires after this agreement goes into effect.

- Replacement autos.
  The named insured can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, the named insured must tell us within 30 days after such autos are acquired that the named insured wants us to cover them.

- Newly acquired autos.
  If we cover all of the named insured's owned autos, any additional autos the named insured acquires are also covered. However, the named insured must tell us within 30 days after such autos are

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

acquired that the named insured wants us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that the named insured owns.

Autos required by law to be covered. If this is shown in the Coverage Summary, all autos the named insured owns for which the state requires the named insured to provide uninsured and underinsured motorists coverage will be considered covered autos.

Nonowned autos - if selected. If this is shown in the Coverage Summary, any auto the named insured doesn't own is a covered auto for accidents involving uninsured or underinsured motorists.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico, and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. If the named insured is named in the Introduction as an individual the following are protected persons:

- The named insured and any family members.
- Anyone else in a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss, or destruction.
- Anyone for damages that they are entitled to recover because of bodily injury sustained by another protected person.

Family members means persons who are related to an individual named insured by blood, marriage, or adoption and live in such named insured's home. A ward or foster child who lives with the named insured is also considered to be a family member.

Partnership, limited liability company, corporation. If the named insured is named in the Introduction as a partnership, limited liability company, corporation or any other form of organization then the following are protected persons:

- Anyone in an auto that's a covered auto or a temporary substitute.
- Anyone entitled to collect damages for bodily injury suffered by another protected person.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone in a nonowned auto that we cover for liability protection. Anyone while in an auto the named insured doesn't own that's a covered auto under this policy's Auto Liability Protection, or a temporary substitute for such covered auto is protected.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of the named insured's policy.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

If coverage is provided for underinsured motorists, separate limits will be shown, either a single limit or split limits.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

Split limits. If split limits are shown, two limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services, or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services, or death that results from covered injury.

Limitations on amounts payable. These limitations apply to both uninsured and underinsured motorists protection. Our payment for damages to which a protected person is entitled will be reduced by:

1. The total amount the person is entitled to receive under any workers' compensation law, disability benefits, or similar law if any protected person is injured while occupying a vehicle that's:
   used for public transportation;
   rented to others; or
   used in a business primarily to transport property or equipment.
2. The total amount the person has received from someone who is legally responsible for the damages, including any payments under this policy's Auto Liability Protection.

Any amount paid under this agreement to a protected person will reduce the payments to that person under this policy's Auto Liability Protection.

For accidents involving underinsured motorists, our payment for damages begins only after all other liability policies and bonds have been used up by judgments or settlements.

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Outside the scope of the named insured's business. We won't pay any claims that result from someone in or using an auto that is not covered, outside the scope of the named insured's business.

However, this exclusion doesn't apply to an individual named insured or any family member.

Workers' compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of workers' compensation, disability benefits, or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Other Insurance

This agreement provides primary insurance for covered autos the named insured owns and excess insurance for those the named insured doesn't own. Excess insurance applies after other collectible uninsured and underinsured motorists insurance has been used up.

If a covered auto the named insured owns is a trailer, this agreement provides excess insurance while the trailer is connected to an auto the named insured doesn't own, and primary insurance while connected to an auto the named insured owns.

Insurance written with another company. When this agreement and other collectible uninsured and underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Insurance written under another policy with our company. When this agreement and other insurance written by us both apply to the same loss the most we'll pay is one limit of coverage that applies under any one policy. The named insured will choose the one that applies. When the other insurance written by us is intended to be excess over this agreement, this paragraph does not apply.

In any case, this agreement provides primary insurance for liability assumed under a covered contract. We explain what we mean by covered contract in the named insured's liability insuring agreement.

Changes In General Rules

Recovering damages from a third party. The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for accidents involving uninsured vehicles, not underinsured vehicles.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

The named insured must promptly notify the police if an unidentified driver hits a named insured or another protected person and the named insured must promptly send us copies of any legal papers if a suit is brought.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION - CALIFORNIA

The St Paul

We've designed this agreement to cover damages for bodily injury and property damage caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in California.

Table of Contents

	Page
What This Agreement Covers	1
Which Autos Are Covered	2
Scheduled autos.	2
Any owned auto.	3
When This Agreement Covers	3
Where This Agreement Covers	3
Who Is Protected Under This Agreement	3
Individual.	3
Anyone else in a covered auto.	3
Anyone entitled to collect damages.	3
Separation of protected persons.	3
Limits Of Coverage	4
Single limit.	4
Property damage limit.	4
Split limits.	4
Limitations on amounts payable - bodily injury.	4
Limitations on amounts payable - property damage.	4
Exclusions - Claims We Won't Cover	4
Unauthorized use.	4
Worker's compensation.	4
Actions taken without our consent.	4
Property insurers.	4
Property contained in a covered auto.	4
Other autos.	5
Damage already covered by collision coverage.	5
Leased autos not covered.	5
Punitive damages.	5
Public transportation autos.	5
Other Insurance	5
Changes In General Rules	5
Recovering Damages From A Third Party	5
Arbitration	6
Lawsuits Against Us	6
What To Do If You Have A Loss	6

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured or underinsured vehicle if the damages result from an accident that causes:

- bodily injury to the protected person; or
- property damage, if shown in the Coverage Summary.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Property damage means

- physical damage to tangible property of others, including loss of use of such property; or
- loss of use of tangible property of others that isn't physically damaged.

We'll consider all loss of use of tangible property to happen at the time of the accident which caused it.

An uninsured vehicle is a land motor vehicle or trailer:

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

- for which there is no liability insurance policy or bond at the time of an accident that provides the minimum amounts of coverage required by law where the auto is mainly garaged;
- for which an insurance or bonding company legally denies coverage, admits to coverage only under certain conditions, or becomes insolvent.
- which is an underinsured vehicle;

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident provides the minimum amounts of coverage required by law where a covered auto is mainly garaged. But the total of these policies or bonds is less than the limit of coverage provided by this agreement; or

- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. The vehicle must actually hit a protected person, a covered auto or an auto a protected person is in.

For Property damage, an uninsured vehicle is a land motor vehicle or trailer that actually hits a covered auto; and for which there is no liability insurance policy or bond at the time of the accident that provides the minimum amount of coverage for property damage that's required by the California Financial Responsibility Law.

However, we won't consider the following to be uninsured or underinsured vehicles:

- vehicles designed or modified for use mainly off public roads while not on public roads;
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the limits required by law; or
- vehicles that are owned by any unit of government.

For Property damage we won't consider an underinsured vehicle to be an uninsured vehicle.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

But we won't consider the following to be an auto:

- For Property damage, vehicles transporting people for hire, other than van pool vehicles;
- For Property damage, vehicles that are primarily used to transport property; and
- Mobile equipment.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury or property damage caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

Property damage limit. If the Coverage Summary shows that you have coverage for Property damage, the most we'll pay under this agreement that's caused by one accident is the smaller of the following:

- $3,500; or
- the actual cash value of the damaged auto at the time of the loss.

Split limits. If split limits are shown, two limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Limitations on amounts payable - bodily injury. For payments of damages resulting from an Underinsured vehicle, as it is defined in this agreement, any amount paid under this agreement to a protected person will reduce the payments to that person under this policy's Auto Liability Protection.

No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

Limitations on amounts payable - property damage. For property damage, our payment for damages to which a protected person is entitled will be reduced by the total amount the person has received from someone who is legally responsible for the damages, including any payments under this policy's Auto Liability Protection.

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent.

Property insurers. We won't pay any claims for the direct or indirect benefit of any insurer of property.

Property contained in a covered auto. We won't cover damage to property that's contained in a covered auto.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

However, this exclusion doesn't apply to the replacement of a child passenger restraint system that:

- meets federal motor vehicle safety standards; and
- was in use by a child during an accident.

Other autos. We won't cover:

- bodily injury to you if you are injured in or struck by an auto you own which is not a covered auto under this agreement;
- bodily injury to any family member who is injured in or struck by an auto the family member owns which is not a covered auto under this agreement; or
- bodily injury to any family member who is injured in or struck by an auto you own which is not a covered auto under this agreement,

Damage already covered by collision coverage. We won't cover property damage to any auto owned by you which is covered by any policy's Collision coverage.

Leased autos not covered. We won't cover injury to you or a family member while in any auto that you or the family member has leased if the auto isn't a covered auto.

When we say lease, we mean a written lease agreement that lasts for six months or longer.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Public transportation autos. We won't cover bodily injury or property damage sustained by any protected person while in any auto that is leased or rented to you for use as a public transportation auto. However, this exclusion does not apply if you are in the business of providing public transportation.

Public transportation means a public or livery conveyance, transporting people or property for a fee.

Other Insurance

When other insurance that also covers damages for bodily injury applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss the most we'll pay is the highest limit of coverage that applies for any one vehicle under any one policy.

This agreement provides excess insurance for autos you don't own that also have primary coverage. Excess insurance applies after other collectible uninsured and underinsured motorists insurance has been used up.

When this agreement and other collectible uninsured or underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering Damages From A Third Party

The Recovering Damages From A Third Party Section of the General Rules is replaced.

The following applies for payments of damages resulting from an Underinsured vehicle, as it is defined in this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

The following applies for payments of damages resulting from an Uninsured vehicle, as it is defined in this agreement.

If we make a payment under this agreement, we are entitled to recover what we have paid from someone else who is responsible for the damages. Any protected person who we have paid must transfer his or her right to be paid by such other person or organization to us. That person must do nothing to jeopardize this right.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.

However, disputes concerning coverage under this agreement are not subject to arbitration.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

For disputes involving Property damage, you must start the arbitration proceeding within one year of the accident.

Lawsuits Against Us

The Lawsuits Against Us section of the General Rules is replaced by the following.

No one can sue us to recover under this policy unless all of its terms have been lived up to, unless, within one year after the accident:

- agreement as to the amount due under this insurance has been reached;
- you or another protected person have started the Arbitration procedure that is explained in this agreement. If you decide to settle the matter by arbitration, you must formally begin the procedure by notifying us in writing, and sending such notice by certified mail, return receipt requested.
- a lawsuit for bodily injury has been filed against an uninsured or underinsured motorist in the appropriate court to handle the case, and we have been given written notice of this lawsuit. If you fail to give us written notice of such suit, our obligation under this agreement will be affected only if such failure to give notice prejudices our rights in the matter.

What To Do If You Have A Loss

The "Someone Is Injured Or Something Happens Which Can Result In A Liability Claim" section is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

In addition, for covered Property damage claims, you must report the damage to us within 10 business days.

For payments of damages resulting from an Underinsured vehicle, as it is defined in this agreement, a protected person must:

- give us a copy of the complaint if the person sues the owner or driver of such vehicle. The copy must be personally served to us or sent to us by certified mail;
- within a reasonable time, allow us, at our expense, to have copies of all papers involving such a suit; and
- give us proof that the limits of coverage under any liability policy or bond that applies has been used up by the payments of judgments or settlements.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

We've designed this agreement to cover damages for bodily injury caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured vehicle.

Table of Contents

	Page
What This Agreement Covers	1
Which Autos Are Covered	1
Scheduled autos.	2
Any owned auto.	2
Where And When We Cover	2
Who Is Protected Under This Agreement	2
You.	2
A member of your family.	2
Other persons In a covered auto.	2
Anyone else entitled to collect damages.	2
Limits Of Coverage	2
Single limit.	2
Split limits.	3
Limitations on amounts payable.	3
Exclusions - Claims We Won't Cover	3
Other autos.	3
Unauthorized use.	3
Worker's compensation.	3
Other Insurance	3
Insurance written with another company.	3
Insurance written under another policy with our company.	4
Changes In General Rules	4
Recovering Damages From A Third Party.	4
What To Do If You Have A Loss	4
Arbitration	4

What This Agreement Covers

We'll pay amounts you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured vehicle if:

- the damages result from an accident that causes bodily injury to the protected person; and
- the owner or driver's liability results from owning, maintaining or using the uninsured vehicle.

Bodily injury means any physical harm to a person's health including sickness and disease and death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident that provides the minimum amount of coverage for bodily injury required by law where a covered auto is mainly garaged.
- which is an underinsured vehicle.

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability bonds or policies at the time of the accident provides the amount of coverage required by law, but is either less than the coverage limit of this agreement, or reduced by payments to persons other than protected persons in the accident to less than the limit of coverage under this agreement.

- for which an insurance or bonding company denies coverage.
- which is covered by an insurance or bonding company that becomes insolvent.
- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury by hitting a protected person, a covered auto, or an auto a protected person is in and the owner or driver cannot be identified.

However, we won't consider the following to be uninsured vehicles.

- Those owned or operated by a self-insurer under any applicable motor vehicle law;
- Those owned or operated by any government agency; or
- Those designed mainly for use off public roads and not on a public road.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Autos are cars, trucks, trailers or semi-trailers and other land vehicles designed for travel on public roads, but not mobile equipment.

Mobile equipment means the following types of land vehicles:

- Those that don't have to be licensed.
- Those designed for use mainly off public roads.
- Those kept for use only on your premises or that part of a road or other access adjacent to your premises.
- Those used only to provide mobility for permanently attached specialized equipment. For example, these include well drilling rigs, power cranes, welding machines and similar equipment.
- Specialized equipment like bulldozers, rollers, graders, farm machinery and similar equipment.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos you acquire after this agreement goes into effect.

- Replacement autos. You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos. If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

Where And When We Cover

We cover accidents that take place in the United States of America, its territories or possessions, Puerto Rico or Canada while this agreement is in effect. We also cover accidents that take place while a covered auto is being transported between any of these places.

Who Is Protected Under This Agreement

Protected persons are people protected under this agreement. Each is protected separately. However, the limits of coverage shown in the Coverage Summary are shared by all protected persons.

Here's a list of "protected persons" and certain limitations on their liability protection.

You.

A member of your family.

A member of your family is a person who is related to you by blood, marriage or adoption and lives in your home. A ward or foster child who lives with you is also considered to be a member of your family.

Other persons in a covered auto. Anyone else while in a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone else entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Limits Of Coverage

We'll consider all injury caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, one limit applies to all damages resulting from bodily injury caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Split limits. If split limits are shown, two limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the limit for bodily injury to one person arising out of an accident.

Bodily injury in one accident limit. This is the limit for all bodily injury claims that result from any one accident.

The most we'll pay for all damages from one accident is the least of the following:

- the limits shown in the Coverage Summary;
- the difference between the limits in the Coverage Summary and all amounts paid to a protected person by or for anyone legally responsible for the damages, including all payments under this policy's Auto Liability Protection agreement;
- the amount of the damages payable;

Limitations on amounts payable. Our payment for damages to which a protected person is entitled will be reduced by the total amount the person is entitled to receive under workers' compensation, disability benefits or similar laws.

Any amount paid under this coverage to a protected person will reduce the payments to that person under this policy's Auto Liability Protection Agreement.

When our limit of coverage is more than what is required by a law where a covered auto is garaged, our payments for damages begins only after all other liability policies and bonds have been used up by judgments or settlements.

For accidents involving underinsured vehicles, our payment for damages begins only:

- after all other liability policies and bonds have been used up by judgments or settlements; or
- if we have been promptly notified that a tentative settlement has been reached between the protected person and the company that insured the owner or driver of the underinsured vehicle; and we have paid the protected person that agreed amount within 30 days after we received the notice.

We will not pay for a loss that is paid or payable under this policy's Auto Physical Damage Protection.

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - Claims We Won't Cover

Actions taken without our consent. We won't pay any claim that is settled without our consent. But we won't apply this exclusion to settlements made with owners or drivers of underinsured vehicles, as we describe in the Limitations on amounts payable only applies to coverage given for Underinsured motorists.

Other autos. We won't cover you or a member of your family who is injured while in or hit by an auto that belongs to you or any family member if that auto is not a covered auto.

Unauthorized use. We won't cover a person who is injured while using a vehicle without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Other Insurance

This agreement provides primary insurance for covered autos you own and excess insurance for those you don't own. Excess insurance applies after other collectible uninsured motorists insurance has been used up.

Insurance written with another company. When this agreement and other collectible uninsured motorists insurance apply to an uninsured motorists loss on the same primary or excess basis, we'll pay that

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

portion of the loss equal to what our limit of coverage bear to the total available limits.

Insurance written under another policy with our company. When this agreement and other insurance written by us both apply to the same loss the most we'll pay is the highest limit of coverage that applies under any one policy. When the other insurance written by us is intended to be excess over this agreement, this paragraph does not apply.

Changes In General Rules

Recovering Damages From A Third Party. This section of the General Rules is changed by adding the following for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

For accidents involving underinsured vehicles, this section doesn't apply if we:

- have been given prompt written notice by certified or registered mail of a tentative agreement between the protected person and the company that insured the owner or driver of the underinsured vehicle to settle for liability limits; and
- fail to pay the protected person that amount agreed to within 30 days after we received the notice.

If we pay the protected person the amount of that settlement within 30 days after we receive notice of the settlement:

- that payment will be considered as separate from any amount the protected person is entitled to receive; and
- we have the right to recover the amount of the payment we made.

What To Do If You Have A Loss

The When This Policy Provides Liability Protections section is changed by adding the following.

You must promptly notify the policy if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

Also, any person seeking underinsured motorists coverage must:

- notify us in writing of a tentative settlement between the protected person and the company that insured the owner or driver of the underinsured vehicle; and
- allow us 30 days after we receive that written notice to pay the protected person at least the amount of the settlement in order to preserve our right of recovery against such insurer.

Arbitration

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured vehicle; or
- the amount of damages.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge of a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION
DISTRICT OF COLUMBIA

The St Paul

We've designed this agreement to cover damages for bodily injury and property damage caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle.

Table of Contents

	Page
What This Agreement Covers	1
Which Autos Are Covered	2
Scheduled autos.	2
Any owned auto.	3
When This Agreement Covers	3
Where This Agreement Covers	3
Who Is Protected Under This Agreement	3
Individual.	3
Anyone else in a covered auto.	3
Anyone entitled to collect damages.	3
Separation of protected persons.	3
Limits Of Coverage	3
Single limit.	3
Split limits.	4
Limitations	4
Exclusions - Claims We Won't Cover	4
Unauthorized use.	4
Worker's compensation.	4
Actions taken without our consent.	4
Property insurers.	4
Property of protected persons.	4
Other	4
Other Insurance	5
Changes In General Rules	5
Recovering damages from a third party.	5
Arbitration	5
What To Do If You Have A Loss	5

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured vehicle if the damages result from an accident that causes:

- bodily injury to the protected person; or
- property damage.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Property damage means

- physical damage to tangible property of others, including loss of use of such property; or
- loss of use of tangible property of others that isn't physically damaged.

We'll consider all loss of use of tangible property to happen at the time of the accident which caused it.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

that provides the minimum amounts of coverage required by District Of Columbia law;

- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- which is an underinsured vehicle;

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident provides the minimum amounts of coverage required by District Of Columbia Law. But the total of these policies or bonds is less than the limit of coverage provided by this agreement.

However, this paragraph won't apply if the Coverage Summary shows that Underinsured Motorists Protection doesn't apply.

- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. The vehicle must actually hit a protected person, a covered auto or an auto a protected person is in.

However, we won't consider the following to be uninsured or underinsured vehicles:

- vehicles designed for use mainly off public roads while not on public roads;
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent or can't provide the minimum amounts required by the law that applies; or
- vehicles that are owned by any unit of government.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

is designed for use primarily off public streets or roads;

- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury and damage caused by continuos or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury or property damage caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Split limits. If split limits are shown, three limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.
- Property damage in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Property damage in one accident limit. This is the most we'll pay for all property damage claims that result from any one accident.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

For accidents involving underinsured vehicles, our payment for damages begins only:

- after all other liability policies and bonds have been used up by judgments or settlements; or
- if we have been promptly notified that a tentative settlement has been reached between the protected person and the company that insured the owner or driver of the underinsured vehicle; and we have paid the protected person that agreed amount within 30 days after we received the notice

We will not pay for a loss that is paid or payable under this policy's Auto Physical Damage Protection.

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent. But we won't apply this exclusion to settlements made with owners or drivers of underinsured vehicles, as we describe in the limitations on amounts payable section of this agreement.

Property insurers. We won't pay any claims for the direct or indirect benefit of any insurer of property. We also won't pay for property damage if you have been paid or are entitled to be paid for your loss by other property or physical damage insurance.

Property of protected persons. We won't cover the first $200 of the amount of property damage to the property of each protected person as a result of any one accident.

Other autos. We won't cover:

- bodily injury to you if you are injured in or struck by an auto you own which is not a covered auto under this agreement;
- bodily injury to any family member who is injured in or struck by an auto the family member owns which is not a covered auto under this agreement; or

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- bodily injury to any family member who is injured in or struck by an auto you own which is not a covered auto under this agreement,

Other Insurance

When other insurance that also covers damages for bodily injury applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss the most we'll pay is the highest limit of coverage that applies for any one vehicle under any one policy.

This agreement provides excess insurance for autos you don't own that also have primary coverage. Excess insurance applies after other collectible uninsured and underinsured motorists insurance has been used up.

When this agreement and other collectible uninsured or underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits. .

Changes In General Rules

Recovering damages from a third party.
The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

For accidents involving underinsured vehicles, this section doesn't apply if we:

- have been given prompt written notice of a tentative agreement between the protected person and the company that insured the owner or driver of the underinsured vehicle to settle for liability limits; and
- fail to pay the protected person that amount agreed to within 30 days after we received the notice

If we pay the protected person the amount of that settlement within 30 days after we receive notice of the settlement

- that payment will be considered as separate from any amount the protected person is entitled to receive; and
- we have the right to recover the amount of the payment we made

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

If agreement can't be reached between a protected person and us on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.
  The matter can be sent to the Board Of Consumer Claims Arbitration for the District Of Columbia. If we agree, this board will settle the matter. If we don't agree, either of us may make a written demand for arbitration

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

Also, any person seeking underinsured motorists coverage must

- notify us in writing of a tentative settlement between the protected person and the company that insured the owner or driver of the underinsured vehicle; and
- allow us 30 days after we receive that written notice to pay the protected person at least the amount of the settlement in order to preserve our right of recovery against such insurer.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION
FLORIDA - NON-STACKING

The St Paul

We've designed this agreement to cover damages for bodily injury caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in Florida.

Table of Contents **Page**

What This Agreement Covers 1

Which Autos Are Covered 2
Scheduled autos, 2
Any owned auto. 2
Autos required by law to be covered. 2

Where And When We Cover 2

Who Is Protected Under This Agreement 3
Individual. 3
Anyone else in a covered auto. 3
Anyone entitled to collect damages. 3
Separation of protected persons. 3

Limits Of Coverage 3
Coordination with other coverages. 3

Exclusions - Claims We Won't Cover 4
Unauthorized use. 4
Workers compensation 4
Actions taken without our consent. 4
Other autos. 4
Punitive damages. 4

Other Insurance 4
Insurance written with another company.. 4

Changes In General Rules 4
Recovering damages from a third party. 4

Our Rights To Mediation 5

Arbitration 5
Florida arbitration act. 5

What To Do If You Have A Loss 5

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured or underinsured vehicle if the damages result from an accident that causes bodily injury to the protected person.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

Bodily injury means any physical harm to a person's health including sickness and disease and death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident;
- for which an insurance or bonding company legally denies coverage or becomes insolvent;
- which is an underinsured vehicle;

An underinsured vehicle is a vehicle for which the total of all liability policies or bonds at the time of an accident provide a limit that is less than the amount that a protected person is legally entitled to recover as damages caused by the accident; or

- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. We'll cover such bodily injury whether or not the vehicle actually hits a protected person, a covered auto or an auto a protected person is in. If there's no physical contact, we'll accept only competent evidence to verify the accident other than testimony of any person having a

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

claim under this or any similar coverage as a result of the accident.

However, we won't consider the following to be uninsured vehicles:

- vehicles designed for use mainly off public roads;
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the limits required by law;
- vehicles that are owned by any unit of government;
- vehicles that are owned by or available for regular use by you or a family member; or
- which is a covered vehicle driven by someone other than you or a family member where injury results to a named insured or family member who is a member of your household.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos are cars, trucks, trailers or semi-trailers and other land vehicles designed for travel on public roads, but not mobile equipment.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment also includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it travels under its own power and has permanently attached specialized equipment or equipment designed primarily for:

- snow removal;
- road maintenance - but not construction or resurfacing; or
- street cleaning.

Specialized equipment means:

- air compressors, pumps or generators;
- building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment; and
- cherry pickers or similar devices used to lift workers.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

Autos required by law to be covered. If this is shown in the Coverage Summary, all autos you own for which the state requires you to provide Uninsured and Underinsured Motorists Coverage will be considered covered autos.

Where And When We Cover

We cover accidents that take place in the United States of America, its territories or possessions, Puerto Rico or Canada while this agreement is in effect. We also cover

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

accidents that take place while a covered auto is being transported between any of these places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident.

The limit of coverage shown in the Coverage Summary for Uninsured And Underinsured Motorists is the most we'll pay for all damages resulting from bodily injury caused by any one accident. This limit applies no matter how many protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

However, for you and family members:

- if you or the family member are in an auto owned by you or the family member, the most we'll pay is the limit of coverage that applies to that auto;
- if you or the family member are in an auto you or the family member don't own, the most we'll pay will be no more than the sum of the limit that applies to that auto you or the family member are in and the highest limit that applies to any auto under any one policy that you or the family member has;
- if you or the family member are not in any auto, the most we'll pay will be the highest limit that applies to any auto under any one policy that you or the family member has.

Coordination with other coverages. No one will be entitled to receive duplicate payment for the same element of loss:

- under any workers' compensation law, disability benefits, or similar law;
- from someone who is legally responsible for the damages, including any amounts that are paid or payable under this policy's Auto Liability Protection; and
- the total amount paid or payable under any No-Fault or Auto Medical Payments Protection.

In no case will a protected person be entitled to collect more than once for the same injury or damages.

When our limit of coverage is more than what is required by law where a vehicle is

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

mainly garaged, our payment for damages begins only:

- after all other liability policies and bonds have been used up by judgments or settlements; or
- if we have been promptly notified that a tentative settlement has been reached between the protected person and the company that insured the owner or driver of the underinsured vehicle; and we have paid the protected person that agreed amount within 30 days after we received the notice

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self-insurer because of worker's compensation, disability benefits or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent. But this exclusion won't apply if our right to recover payment from someone else who's responsible for the damages has not been affected by that settlement.

We also won't apply this exclusion to any settlement made with the insurer of an underinsured vehicle.

Other autos. We won't cover:

- bodily injury to you if you are injured in or struck by an auto you own which is not a covered auto under this agreement;
- bodily injury to any family member who is injured in or struck by an auto the family member owns which is not a covered auto under this agreement; or
- bodily injury to any family member who is injured in or struck by an auto you own which is not a covered auto under this agreement,

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

This agreement provides primary insurance for covered autos you own and excess insurance for those you don't own. Excess insurance applies after other collectible uninsured or underinsured motorists insurance has been used up.

Insurance written with another company. When this agreement and other collectible uninsured and underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering damages from a third party. The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

But this rule will not apply if we:

- have been given prompt written notice of a tentative settlement between a protected person and the insurer of an underinsured vehicle; and
- fail to advance payment in an amount equal to that settlement within 30 days after we have received such notice.

If we do advance payment to the protected person in the amount of such tentative settlement within 30 days of our being notified of the settlement:

- that payment will be separate from any amount the protected person is entitled to recover under coverage given by this agreement; and

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- we also have a right to recover the amount we have advanced from the insurer of the underinsured vehicle.

Our Rights To Mediation

If you and we disagree over a claim you have filed with us, either of us may choose to go through a process of mediation before any lawsuit is begun to settle the matter. This applies if the disagreement is over a claim involving any of the following:

- bodily injury involving an amount of $10,000 or less;
- property damage in any amount from owning, maintaining or using autos; or
- loss to a covered auto or its equipment in any amount.

Either you or we may make a written request for this procedure. Such request must be made to the Florida Department of Insurance on their request form. They will provide the form.

The request must state why mediation is requested, and the issues that are in dispute.

The Florida Department of Insurance will randomly select mediators. You and we may each reject one mediator who has been selected. The mediator will set up a mediation conference, and notify you and us of the date, time and place. This must, however, take place within 45 days of the request for mediation. The conference may be held by telephone. Everyone who participates in this conference must have the authority to act on behalf of whom they represent. They must also act in the best interests of their party, and act in good faith.

You and we will split the cost of mediation, unless the mediator determines that one of us was not acting in good faith.

Only one mediation can be requested for each claim unless all parties agree to further mediation. After a lawsuit is filed, no mediation can take place that relates to the same facts in dispute in that lawsuit.

This mediation proceeding will be considered informal. Rules relating to the introduction of evidence and other civil procedure will not be enforced.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

- If agreement can't be reached on the amount of loss, the following procedure will be used:
- Either of us may make a written demand for arbitration;
- After that demand has been made, the other party may, before arbitration, demand the process of mediation that we have described elsewhere in this policy. The process of mediation, as we have explained it, must take place before the arbitration process can be completed. After the mediation process;
- Each of us will select a competent and impartial arbitrator and notify the other of the selection within 30 days of the demand.
- The arbitrators will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.
- The arbitrators will state separately the amount of the loss. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding. :

You'll pay your arbitrator and we'll pay ours. Other costs of the arbitration and the umpire will be shared equally by you and us.

If we submit to arbitration, we'll still retain our right to deny the claim.

Florida arbitration act. If we and the protected person agree to arbitration, the Florida Arbitration Act won't apply.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection part of the What To Do If You Have A Loss page is changed by adding the following.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

Also, you must promptly notify us, via certified or registered mail, of any tentative settlement reached with the insurer of an underinsured vehicle, and allow us 30 days to advance payment to the protected person in an amount equal to that settlement. This is to preserve our right of recovery against the insurer, owner or driver of the underinsured vehicle.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION - GEORGIA

The St Paul

We've designed this agreement to cover damages for bodily injury and property damage caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle. This endorsement changes your

This agreement provides coverage for covered autos licensed or mainly garaged in Georgia.

Table of Contents

	Page
What This Agreement Covers	1
Which Autos Are Covered	2
Scheduled autos.	3
Any owned auto.	3
Autos required by law to be covered.	3
When This Agreement Covers	3
Where This Agreement Covers	3
Who Is Protected Under This Agreement	3
Individual.	3
Anyone else in a covered auto.	3
Anyone entitled to collect damages.	3
Separation of protected persons.	3
Limits Of Coverage	3
Single limit.	4
Split limits.	4
Deductible.	4
Limitations on amounts payable.	4
Exclusions - Claims We Won't Cover	4
Unauthorized use.	4
Worker's compensation.	4
Actions taken without our consent.	4
Property insurers.	5
Punitive damages.	5
Other Insurance	5
Priorities for our payments.	5
Insurance written under another policy with us or any of our	5
Changes In General Rules	5
Recovering damages from a third party.	5
Recovering Damages From A Third Party	5
What To Do If You Have A Loss	5

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured or underinsured vehicle if the damages result from an accident that causes:

- bodily injury to the protected person; or
- property damage.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

With respect to damages resulting from an accident with an underinsured vehicle, we'll only pay if:

- the limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
- a tentative settlement has been made between a protected person and the insurer or the underinsured vehicle and we:
  - have been given prompt written notice of such tentative settlement; and
  - advance payment to the protected person in an amount equal to the tentative settlement within 30 days after we receive notice.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Property damage means damage or destruction of:

- A covered auto, or its resulting loss of use;
- Property contained in the covered auto and owned by you or any family member, or
- Property contained in the covered auto and owned by anyone else occupying the covered auto.

Property damage also includes loss of use of a covered auto.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy, bond, cash, or securities on file with the Georgia Commissioner of Public Safety at the time of an accident that provides the minimum amounts of coverage required by the Georgia Motor Vehicle Safety Responsibility Act.
- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. We'll cover such bodily injury or property damage whether or not the vehicle actually hits a protected person, a covered auto or an auto a protected person is in. If there's no physical contact, we'll accept only the account of an eyewitness to the accident other than a person having a claim under this or any similar coverage as a result of the accident.

However, we won't consider vehicles designed for use mainly off public roads to be uninsured vehicles while they are not on public roads.

An underinsured vehicle is a vehicle or trailer for which the total that was paid from all liability policies or bonds at the time of an accident is less than:

- the limit of coverage that applies to this agreement; and
- the limit of coverage that is available to a protected person from any other collectible uninsured motorists insurance for that accident.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying,

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

Autos required by law to be covered. If this is shown in the Coverage Summary, all autos you own for which the state requires you to provide Uninsured and Underinsured Motorists Coverage will be considered covered autos.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury or property damage while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury or property damage that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury or property damage caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

Split limits. If split limits are shown, three limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.
- Property damage in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Property damage in one accident limit. This is the most we'll pay for all property damage claims that result from any one accident.

Deductible. The Coverage Summary may show that a deductible applies. If so, you'll be responsible for that amount shown for all loss in any one accident.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

The limit of Coverage that applies to this agreement will be reduced by the total amount that is paid or payable by anyone who is legally responsible for the damages, including any payments under this policy's Auto Liability Protection.

Any amount paid under this agreement to a protected person will reduce the payments to that person under this policy's Auto Liability Protection.

We will not pay for a loss that is paid or payable under this policy's Auto Physical Damage Protection.

We have no obligation to pay a default judgment from a suit against anyone alleged to be legally responsible.

In no case will an injured protected person be entitled to collect more than once for the same loss.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent.

However, this exclusion doesn't apply to a settlement made with the insurer of an underinsured vehicle and we:

- have been given prompt written notice of such tentative settlement; and
- advance payment to the protected person in an amount equal to the tentative

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

settlement within 30 days after receipt of notification.

Property insurers. We won't pay any claims for the direct or indirect benefit of any insurer of property. We also won't pay for property damage if you have been paid or are entitled to be paid for your loss by other property or physical damage insurance.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

This agreement provides primary insurance for covered autos you own and excess insurance for those you don't own. Excess insurance applies after other collectible uninsured or underinsured motorists insurance has been used up.

Priorities for our payments. We'll pay for covered bodily injury or property damage according to the following priority list.

The company that insures:

1. The injured protected person as a named insured or family member.

2. The auto that the injured protected person is in. When this agreement and other collectible uninsured and underinsured motorists insurance apply to a loss on the same priority, we'll pay only our share. Our share is that portion of the loss equal to what our limit of coverage bears to the total available limits.

Insurance written under another policy with us or any of our member companies. When this agreement and other insurance provided by us or another member company of The St. Paul Group both apply to the same accident, the most we will pay is the highest limit of coverage that applies under any one policy. When the other insurance written by us or the member company is intended to be excess over this agreement, this section does not apply.

Changes In General Rules

Recovering Damages From A Third Party

The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

However, we'll only be entitled to recover damages from someone else after the protected person has been fully compensated for damages.

Our rights do not apply under this provision with respect to damages caused by an accident with an underinsured vehicle if we:

- have been given prompt written notice of a tentative settlement between a protected person and the insurer of an underinsured vehicle; and
- fail to advance payment to the protected person in an amount equal to the tentative settlement within 30 days after we receive notice.

If we advance payment to the protected person in an amount equal to the tentative settlement within 30 days after we receive notice:

- that payment will be separate from any amount the protected person is entitled to recover under this agreement; and
- we also have a right to recover the advance payment.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section of the What To Do If You Have A Loss page is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

A person seeking coverage from a protected person, owner, or operator of a underinsured vehicle must also:

- promptly notify us in writing of a tentative settlement between the protected person and the insurer; and
- allow advance payment to that protected person in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the protected person, owner, or operator of such vehicle.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION - KANSAS

The St Paul

We've designed this agreement to cover damages for bodily injury caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle

This agreement provides coverage for covered autos licensed or mainly garaged in Kansas.

Table of Contents

What This Agreement Covers 1

Which Autos Are Covered 2
- Scheduled autos. 2
- Any owned auto. 3
- Owned autos subject to a compulsory uninsured motorists law. 3

When This Agreement Covers 3

Where This Agreement Covers 3

Who Is Protected Under This Agreement 3
- Individual. 3
- Anyone else in a covered auto. 3
- Anyone entitled to collect damages. 3
- Separation of protected persons. 3

Limits Of Coverage 3
- Single limit. 4
- Split limits. 4
- How your limits apply. 4
- Limitations on amounts payable. 4

Exclusions - What This Agreement Won't Cover 4
- Unauthorized use. 4
- Worker's compensation. 4
- Actions taken without our consent. 4
- Other autos. 4

Other Insurance 4

Changes In General Rules 5
- Fraud and misrepresentation. 5
- Recovering damages from a third party. 5

Arbitration 5

What To Do If You Have A Loss 5

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured vehicle if:

- the damages result from an accident that causes bodily injury to the protected person; and
- the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

With respect to damages resulting from an accident with an underinsured vehicle, we'll pay only if either of the following apply:

1. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
2. A tentative settlement has been made between a protected person and the insurer of the underinsured vehicle and we:
   - have been given prompt written notice of such tentative settlement; and
   - advance payment to the protected person in an amount equal to the tentative settlement within 60 days after receipt of notification.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

that provides the minimum amount of coverage required by Kansas law.

- which is an underinsured vehicle.

Underinsured vehicle means a vehicle for which the total of all liability policies or bonds at the time of an accident provides the minimum amounts of coverage required by the Kansas law, but the total of these policies or bonds is less than the limit of coverage provided by this agreement.

- for which an insurance or bonding company denies coverage.
- which is covered by an insurance or bonding company that becomes insolvent.
- for which neither the driver nor owner can be identified.

We'll cover such bodily injury whether or not the vehicle actually hits a protected person, a covered auto or an auto a protected person is in. If there's no physical contact, we'll accept only competent evidence to verify the accident other than testimony of any person having a claim under this or any similar coverage as a result of the accident.

However, we won't consider the following to be uninsured vehicles.

- Those owned or operated by a person or organization that self-insures its liability under any applicable motor vehicle law. But this exception doesn't apply to a self insurer who becomes insolvent and can't provide at least the minimum limits required by that law;
- Those owned or operated by any government agency; or
- Those designed mainly for use off public roads and not on a public road.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

after you acquire such autos that you want us to cover them.

Newly acquired autos.
If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

Owned autos subject to a compulsory uninsured motorists law.
This means:

- autos you own that are subject to law requiring uninsured motorists insurance in the state where they are licensed or principally garaged which does not permit the right of rejection.
- autos you acquire after this Agreement begins that are subject to the same law.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Uninsured And Underinsured Motorists Protection may be subject to single limits or to split limits, depending on which is shown in the Coverage Summary.

We will apply the limit shown in the Coverage Summary to first provide the separate limits required by Kansas law as follows:

- $25,000 for bodily injury to any one person caused by any one accident, and
- $50,000 for bodily injury to two or more persons caused by any one accident.

This provision will not change our total limit of coverage.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Single limit. If a single limit is shown, it is the most we'll pay for all bodily injury caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made.

Split limits. If split limits are shown, two limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident.

How your limits apply. Whether you have a single limit or split limits, these limits will apply to uninsured and underinsured motorist claims separately.

Limitations on amounts payable. No one will be entitled to receive duplicate payments for the same elements of loss under this agreement and any auto liability protection, auto medical payments protection, or other uninsured or underinsured motorists protection. We will not make any duplicate payment to a protected person under this agreement when payment for the same loss has been made by someone who is legally responsible for the damages.

We will not pay for any part of the loss that a protected person is also entitled to receive payment for under any workers' compensation, disability benefits or similar law, or personal injury protection coverage.

Exclusions - What This Agreement Won't Cover

Unauthorized use. We won't cover a person who is injured while using an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent if the settlement or judgment prejudices our right to recover payment.

However, this exclusion doesn't apply to a settlement made with the insurer of a underinsured vehicle.

Other autos. We won't cover:

- bodily injury to you if you are injured in or struck by an auto you own which is not a covered auto under this agreement;
- bodily injury to any family member who is injured in or struck by an auto the family member owns which is not a covered auto under this agreement; or
- bodily injury to any family member who is injured in or struck by an auto you own which is not a covered auto under this agreement.

Other Insurance

When other insurance that also covers damages for bodily injury applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss, the most we'll pay under all policies combined may equal but not exceed the highest applicable limit for any one vehicle under any policy providing coverage on either a primary or excess basis.

This agreement provides excess insurance for autos you don't own that also have primary coverage. Excess insurance applies after other collectible uninsured and underinsured motorists insurance has been used up.

When this agreement and other collectible uninsured or underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Changes In General Rules

Fraud and misrepresentation. The Fraud and Misrepresentation section of the General Rules doesn't apply to this agreement.

Recovering damages from a third party. The following is added to the Recovering Damages From a Third Party section of the General Rules for this agreement.

If we make any payment and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

For accidents involving uninsured vehicles, we have no right to recover damages from an insurer who has become insolvent.

For accidents involving underinsured vehicles, this section doesn't apply if we:

- have been given written notice by certified mail of a tentative agreement between the protected person and the company that insured the owner or driver of the underinsured vehicle to settle for liability limits; and
- fail to pay the protected person that amount agreed to within 60 days after we received the notice.

If we advance payment to a protected person in an amount equal to the tentative settlement within 60 days after receipt of notification:

- that payment will be separate from any amount the protected person is entitled to recover under uninsured motorists coverage; and
- we also have a right to recover the advance payment.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written request for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.

If arbitration is agreed to, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures.

Either we or any protected person can bring arbitration under KSA-Section 5-201 to 5-213 inclusive, instead of following the arbitration rules in this agreement, after it is agreed that there will be arbitration.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

Also, any person seeking uninsured motorists coverage must also:

- notify us in writing of a tentative settlement between the protected person and the company that insured the owner or driver of the underinsured vehicle; and
- allow us 60 days after we receive that written notice to pay the protected person at least the amount of the settlement in order to preserve our right of recovery against such insurer.

This written notice of settlement must include documentation of all injury or damages. This includes all medical bills, records, and authorization.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION - MARYLAND

The St Paul

We've designed this agreement to cover damages for bodily injury and property damage caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in Maryland.

Table of Contents **Page**

What This Agreement Covers 1

Which Autos Are Covered 2
Scheduled autos. 2
Any owned auto. 2
Autos required by law to be covered. 2

When This Agreement Covers 3

Where This Agreement Covers 3

Who Is Protected Under This Agreement 3
Individual. 3
Anyone else in a covered auto. 3
Anyone entitled to collect damages. 3
Separation of protected persons. 3

Limits Of Coverage 3
Single limit. 3
Split limits. 3
Limitations on amounts payable. 4

Exclusions - Claims We Won't Cover 4
Worker's compensation. 4
Property insurers. 4
The First $250 of loss. 4
Other autos. 4
Property damage - other autos. 4

Other Insurance 4

Changes In General Rules 5
Recovering damages from a third party. 5

What To Do If You Have A Loss 5

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured or underinsured vehicle if the damages result from an accident that causes:

- bodily injury to the protected person; or
- property damage.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Property damage means:

- physical damage to tangible property of others, including loss of use of such property; or
- loss of use of tangible property of others that isn't physically damaged.

We'll consider all loss of use of tangible property to happen at the time of the accident which caused it.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or other form of security that's accepted by the Motor Vehicle Administrator at the time of an accident that provides the minimum amounts of coverage required by the financial responsibility law of Maryland;
- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- which is a hit and run vehicle.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. The vehicle must either hit a protected person, a covered auto, or an auto the protected person is in, or it must cause an accident that results in injury to a protected person.

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident provides the minimum amounts of coverage required by the financial responsibility law of Maryland. But the total of these policies or bonds is less than the limit of coverage provided by this agreement.

However, we won't consider vehicles designed for use mainly off public roads to be uninsured or underinsured vehicles.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

Autos required by law to be covered. If this is shown in the Coverage Summary, all autos you own for which the state requires you to provide Uninsured and Underinsured

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Motorists Coverage will be considered covered autos.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury or property damage while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury or property damage that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury or property damage caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

Split limits. If split limits are shown, three limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.
- Property damage in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Property damage in one accident limit. This is the most we'll pay for all property damage claims that result from any one accident.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

We will not pay for a loss that is paid or payable under this policy's Auto Physical Damage Protection.

When our limit of coverage is more than what is required by the financial responsibility law of Maryland, our payment for damages begins only after:

- all other liability policies and bonds have been used up by judgments or settlements; or
- a tentative settlement has been reached between a protected person and the insurer of an underinsured vehicle; and
- we have been notified, in writing, by certified mail, of a tentative settlement between a protected person and the insurer of the uninsured vehicle.; and
- we have been allowed to send to the protected person, within 60 days after the receipt of notification of the tentative settlement, a written refusal to accept that settlement; and
- we have been allowed to advance payment to the protected person in an amount equal to that tentative settlement within 30 days after we send our written refusal.

We have no obligation to pay if a suit is brought without our written consent. But this doesn't apply if we had received reasonable notice that a suit was pending, and had a reasonable opportunity to protect our interests.

As we explain in the Exclusions - Claims We Won't Cover section, you are responsible for the first $250 of bodily injury or property damage loss in each accident.

Exclusions - Claims We Won't Cover

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Property insurers. We won't pay any claims for the direct or indirect benefit of any insurer of property.

The first $250 of loss. We won't cover the first $250 of bodily injury or property damage that occurs in any one accident. You will be responsible for that amount in each accident.

Other autos. We won't cover:

- bodily injury to you if you are injured in or struck by an auto you own which is not a covered auto under this agreement;
- bodily injury to any family member who is injured in or struck by an auto the family member owns which is not a covered auto under this agreement; or
- bodily injury to any family member who is injured in or struck by an auto you own which is not a covered auto under this agreement,

Property damage - other autos. We won't cover damage to property owned by a protected person that's in or struck by an auto the protected person owns if that auto isn't a covered auto.

Other Insurance

For any covered auto you own, this agreement provides primary insurance. However, when used with Garagekeepers Liability Protection, this agreement will be

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

secondary over any other collectible insurance available to your customers while a covered auto you own is being used as a replacement vehicle.

For any covered auto you don't own, the insurance provided by this agreement is excess over any other collectible primary uninsured motorists coverage but only to the extent that the limit of coverage under this agreement exceeds the limit of such other collectible primary uninsured motorists insurance.

If this agreement and any other coverage form or policy providing similar insurance apply to the same accident, the maximum limit of insurance under all Coverage Forms or policies will be the highest applicable limit of insurance under any one coverage form or policy.

When this agreement and other collectible uninsured or underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Replacement vehicle means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by your customer is not in use because of its breakdown, repair, servicing, or damage.

Changes In General Rules

Recovering damages from a third party.
The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

But these rights won't apply if we:

- have been given prompt notice, in writing, by certified mail, of a tentative settlement between a protected person and the insurer of the uninsured vehicle.; and
- have been allowed to send to the protected person, within 60 days after the receipt of notification of the tentative settlement, a written refusal to accept that settlement; and
- have advanced payment to the protected person in an amount equal to that tentative settlement within 30 days after we send our written refusal.

If we do advance such payment, it will be separate from any other amounts that a protected person is entitled to recover from insurance provided by this agreement. We have a right to recover what we have paid, and our rights of recovery apply as stated above.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

- You must promptly notify the police if an unidentified driver hits you or another protected person.
- You must promptly send us copies of any legal papers if a suit is brought.
- You must promptly notify us in writing, by certified mail, of a tentative settlement between a protected person and the insurer of the uninsured vehicle.; and
- You must allow us to send to the protected person, within 60 days after the receipt of notification of the tentative settlement, a written refusal to accept that settlement; and
- You must allow us to advance payment to the protected person in an amount equal to that tentative settlement within 30 days after we send our written refusal.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION
NEW MEXICO

The St Paul

We've designed this agreement to cover damages for bodily injury and property damage caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle. This endorsement changes your

This agreement provides coverage for covered autos licensed or mainly garaged in New Mexico.

Table of Contents **Page**

What This Agreement Covers 1

Which Autos Are Covered 2
Scheduled autos. 2
Any owned auto. 3
Autos required by law to be covered. 3

Where And When We Cover 3

Who Is Protected Under This Agreement 3
Protected person group 1. 3
Protected person group 2. 3
Anyone else in a covered auto other than a group 1 protected person. 3
Anyone entitled to collect damages other than a group 1 protected person. 3
Separation of protected persons. 3

Limits Of Coverage 3
Single limit. 3
Split limits. 4
Limitations on amounts payable.. 4

Exclusions - Claims We Won't Cover 4
Unauthorized use. 4
Worker's compensation. 4
Actions taken without our consent. 5
Property insurers. 5
Property of protected persons. 5
Punitive damages. 5

Other Insurance 5
Insurance written with another company. 5
Auto or garage liability protection. 5

Changes In General Rules 5
Recovering damages from a third party. 5
Recovering Damages From A Third Party 5

Arbitration 5

What To Do If You Have A Loss 6

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured or underinsured vehicle because of:

- bodily injury to the protected person; or
- property damage.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured or underinsured vehicle.

With respect to damages resulting from an accident with an underinsured vehicle, we'll only pay if:

- the limit of any applicable liability bonds or policies have been exhausted by judgments or payments; or
- a tentative settlement has been made between a protected person and the insurer or the underinsured vehicle and we:
  - have been given prompt written notice of such tentative settlement; and
  - advance payment to the protected person in an amount equal to the tentative settlement within 30 days after we receive notice.

Bodily injury means any physical harm to a person's health including sickness and disease and death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Property damage means damage or destruction of:

- A covered auto;
- Property owned by you or any family member; or

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

- Property contained in the covered auto and owned by anyone else who's in the covered auto.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident that provides the minimum amounts of coverage required by law where the auto is mainly garaged;
- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- which is an underinsured vehicle;

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident provides the minimum amounts of coverage required by law where a covered auto is mainly garaged. But the total of these policies or bonds is less than the amount of the limit of coverage provided by this agreement that applies to the protected person.

- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. We'll cover such bodily injury or property damage whether or not the vehicle actually hits a protected person, a covered auto or an auto a protected person is in.

However, we won't consider the following to be uninsured vehicles:

- vehicles designed for use mainly off public roads;
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the limits required by law; or
- vehicles that are owned by any unit of government.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos are cars, trucks, trailers or semi-trailers and other land vehicles designed for travel on public roads, but not mobile equipment.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment also includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it travels under its own power and has permanently attached specialized equipment or equipment designed primarily for:

- snow removal;
- road maintenance - but not construction or resurfacing; or
- street cleaning.

Specialized equipment means:

- air compressors, pumps or generators;
- building cleaning, geophysical exploration, lighting, spraying, welding, or well-servicing equipment; and
- cherry pickers or similar devices used to lift workers.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all your owned autos, any additional autos you acquire are also

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

Autos required by law to be covered. If this is shown in the Coverage Summary, all autos you own for which the state requires you to provide Uninsured and Underinsured Motorists Coverage will be considered covered autos.

Where And When We Cover

We cover accidents that take place in the United States of America, its territories or possessions, Puerto Rico or Canada while this agreement is in effect. We also cover accidents that take place while a covered auto is being transported between any of these places.

Who Is Protected Under This Agreement

This section explains who is protected under this agreement. Following state law, we have separated protected persons into two groups, groups 1 and 2. Persons who are in group 1 have some different rules regarding how this agreement's limits of coverage apply. Please refer to the Limits Of Coverage section. This section explains the differences a group 1 protected person has with regard to limits of coverage.

Protected person group 1. If you are named in the Introduction as an individual, you your Family members are protected as group 1 protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Protected person group 2. If you are not named in the Introduction as an individual, you are protected as a group 2 protected person.

Anyone else in a covered auto other than a group 1 protected person. Anyone else while in an auto, other than a group 1 protected person, that is a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages other than a group 1 protected person. We'll also cover anyone other than a group 1 protected person who is entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

The limits of coverage available to someone who is described in the Who Is Protected section as a group 1 protected person may differ from limits available to a protected person who is described as a group 2 protected person. Please read this section carefully, as well as the Who Is Protected section, to determine how the limits of coverage apply.

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

from bodily injury or property damage caused by any one accident. This limit applies no matter how many protected persons or covered autos are involved, or how many claims are made, premiums are paid, or vehicles are involved in the accident.

But if there is more than one covered auto involved in an accident, and injury is sustained by a group 1 protected person, the most we'll pay will be the sum of the limits that apply to each covered auto.

If there is more than one covered auto involved in an accident, and a group 2 protected person is injured, the most we'll pay for all injury sustained in the accident will be our share of the limit shown that applies to the vehicle the protected person was in. A group 1 protected person will also be entitled to a share of this limit.

Our share means the same proportion of the damages that our limit bears to the total of:

- all damages sustained by all group 2 protected persons; and
- that portion of the damages that is sustained by any group 1 protected person that is left over after the limits of coverage that apply to a covered auto not involved in the accident have been used up.

If injury or damage is sustained in an accident by only group 2 protected persons, our limit of coverage will apply for all injury or damage that results from the accident.

Split limits. If split limits are shown, three limits apply to the amount we'll pay. These limits apply with the same rules that are explained above for a single limit.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.
- Property damage in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Property damage in one accident limit. This is the most we'll pay for all property damage claims that result from any one accident.

The same rules that are described above for group 1 and group 2 protected persons will apply to the application of these split limits.

Limitations on amounts payable. Our payment for damages to which a protected person is entitled will be reduced by:

- The total amount the person is entitled to receive under any workers' compensation law, disability benefits, or similar law; and
- The total amount the person has received from someone who is legally responsible for the damages, including any payments under this policy's Auto Liability Protection.

Any amount paid under this agreement to a protected person will reduce the payments to that person under this policy's Auto Liability Protection.

We will not pay for a loss that is paid or payable under this policy's Auto Physical Damage Protection.

When our limit of coverage is more than what is required by law where a vehicle is mainly garaged, our payment for damages begins only after all other liability policies and bonds have been used up by judgments or settlements.

In no case will a protected person be entitled to be paid more than once for the same bodily injury or property damage.

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

because of worker's compensation, disability benefits or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent.

However, this exclusion doesn't apply to a settlement made with the insurer of an underinsured vehicle and we:

- have been given prompt written notice of such tentative settlement; and
- advance payment to the protected person in an amount equal to the tentative settlement within 30 days after receipt of notification.

Property insurers. We won't pay any claims for the direct or indirect benefit of any insurer of property. We also won't pay for property damage if you have been paid or are entitled to be paid for your loss by other property or physical damage insurance.

Property of protected persons. We won't cover the first $250 of the amount of property damage to the property of each protected person as a result of any one accident.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

This agreement provides primary insurance for covered autos you own and excess insurance for those you don't own. Excess insurance applies after other collectible uninsured motorists insurance has been used up.

Insurance written with another company. When this agreement and other collectible uninsured motorists insurance apply to an uninsured motorists loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Auto or garage liability protection. For purposes of this agreement, the "Insurance written under another policy with our company" section of your Liability Agreement with us doesn't apply.

Changes In General Rules

Recovering Damages From A Third Party

The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an accident with an underinsured vehicle if we:

- have been given prompt written notice of a tentative settlement between a protected person and the insurer of an underinsured vehicle; and
- fail to advance payment to the protected person in an amount equal to the tentative settlement within 30 days after we receive notice.

If we advance payment to the protected person in an amount equal to the tentative settlement within 30 days after we receive notice:

- that payment will be separate from any amount the protected person is entitled to recover under this agreement; and
- we also have a right to recover the advance payment.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written request for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.

However, disputes concerning coverage under this agreement may not be arbitrated.

If arbitration is agreed to by both of us, we will each choose one arbitrator. These two arbitrators will choose a third. If they can't

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally, unless the arbitrators decide differently.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

What To Do If You Have A Loss

The "Someone Is Injured Or Something Happens Which Can Result In A Liability Claim" section is changed by adding the following.

You must promptly notify the police if a unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

A person seeking coverage from a protected person, owner, or operator of a underinsured vehicle must also:

- promptly notify us in writing of a tentative settlement between the protected person and the Insurer; and
- allow advance payment to that protected person in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the protected person, owner, or operator of such vehicle.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION
NORTH CAROLINA

The St Paul

We've designed this agreement to cover damages for bodily injury and property damage caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured or underinsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in North Carolina.

Table of Contents **Page**

What This Agreement Covers 1

Which Autos Are Covered 2
Scheduled autos. 2
Any owned auto. 3
Autos required by law to be covered. 3

When This Agreement Covers 3

Where This Agreement Covers 3

Who Is Protected Under This Agreement 3
Individual. 3
Anyone else in a covered auto. 3
Anyone entitled to collect damages. 3
Separation of protected persons. 3

Limits Of Coverage 3
Single limit. 3
Split limits. 4
Limitations on amounts payable. 4

Exclusions - Claims We Won't Cover 4
Unauthorized use. 4
Workers' compensation. 4
Actions taken without our consent. 4
Property insurers. 5
Property damage to other autos. 5
Property of protected persons. 5
Punitive damages. 5

Other Insurance 5

Changes In General Rules 5
Recovering damages from a third party. 5

Arbitration 5

What To Do If You Have A Loss 6

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured vehicle, (or underinsured vehicle if this is shown in the Coverage Summary), if the damages result from an accident that causes:

- bodily injury to the protected person; or
- property damage.

The owner's or driver's liability must result from owning, maintaining or using the uninsured or underinsured vehicle. We'll pay these damages only after all liability policies or bonds that apply to the same loss are used up.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Property damage means

- physical damage to tangible property of others, including loss of use of such property; or
- loss of use of tangible property of others that isn't physically damaged.

We'll consider all loss of use of tangible property to happen at the time of the accident which caused it.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident that's filed with the North Carolina Commissioner of Motor Vehicles that provides the minimum amounts of coverage required by North Carolina law.
- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- which is an underinsured vehicle, if Underinsured Motorists Protection is shown in the Coverage Summary;

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident provides the minimum amounts of coverage required by the North Carolina Motor Vehicle Safety And Responsibility Act. But the total of these policies or bonds is less than the limit of coverage provided by this agreement.

- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. The vehicle must actually hit a protected person, a covered auto or an auto a protected person is in.

However, we won't consider the following to be uninsured vehicles:

- vehicles designed for use mainly off public roads;
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the limits required by law; or
- vehicles that are owned by any unit of government.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

Autos required by law to be covered. If this is shown in the Coverage Summary, all autos you own for which the state requires you to provide Uninsured and Underinsured Motorists Coverage will be considered covered autos.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury or property damage while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury or property damage that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury or property damage caused by any one accident. This limit

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

Split limits. If split limits are shown, three limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.
- Property damage in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Property damage in one accident limit. This is the most we'll pay for all property damage claims that result from any one accident.

We will apply the limit shown in the Coverage Summary to first provide the separate limits required by North Carolina law as follows:

- $25,000 for bodily injury to any one person caused by any one accident; and
- $50,000 for bodily injury to two or more persons caused by any one accident.
- $15,000 for property damage caused by any one accident.

This provision will not change our total limit of coverage.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers' compensation, disability benefit, or similar law.

For accidents involving uninsured motorists, when our limit of coverage is more than what is required by North Carolina law, our payment for damages begins only after all other liability policies and bonds have been used up by judgments or settlements.

For accidents involving underinsured motor vehicles, when our limit of coverage is more than what is required by law where a vehicle is mainly garaged, our payment for damages begins only:

- after all other liability policies and bonds have been used up by judgments or settlements; or
- if we have been promptly notified that a tentative settlement has been reached between the protected person and the company that insured the owner or driver of the underinsured vehicle; and we have paid the protected person that agreed amount within 30 days after we received such notice.

We have no obligation to pay if a suit is brought without sending us copies of all legal papers involved.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Workers' compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of workers' compensation, disability benefits or similar laws.

Actions taken without our consent. We won't cover any claim that is settled without our consent. But this exclusion doesn't apply to

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

a settlement made with the owner or driver of an underinsured vehicle.

Property insurers. We won't pay any claims for the direct or indirect benefit of any insurer of property.

Property damage to other autos. We won't cover damage to any auto or property in any auto that isn't a covered auto.

Property of protected persons. We won't cover the first $100 of the amount of property damage to the property of each protected person as a result of any one accident.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

When other insurance that also covers damages for bodily injury and property damage applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss the most we'll pay is the highest limit of coverage that applies for any one vehicle under any one policy.

This agreement provides excess insurance for autos you don't own that also have primary coverage. Excess insurance applies after other collectible uninsured and underinsured motorists insurance has been used up.

When this agreement and other collectible uninsured or underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering damages from a third party. The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we pay a protected person for injury or damage covered under this agreement, that person must do nothing to jeopardize our right to recover against the owner or driver of the uninsured or underinsured vehicle responsible for the injury or damage.

For recovery against uninsured motorists, if we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

For recovery against underinsured motorists, we won't exercise our right to recover the damages, or our right to approve any settlement if we've been given written notice of this settlement and don't give you advance payment for the amount of the settlement within 30 days of such notice.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.

However, disputes concerning coverage under this agreement are not subject to arbitration.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

If a protected person decides not to arbitrate, only a lawsuit against us will determine these issues. Except for a suit to determine whether a vehicle was an uninsured or underinsured vehicle, we may require a protected person to join the owner or driver of the vehicle as a co-defendant.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought. A suit may not be started against a person legally responsible for the use of an auto involved in an accident until 60 days after a protected person notifies us that the person responsible is an uninsured or underinsured motorist.

If anyone wants to sue to recover against the owner or driver of an underinsured vehicle, over and above the amounts payable under this policy, the person must give us

- notice of their intent to do this; and
- the opportunity to help in the process of the suit, at our expense.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION
OKLAHOMA

The St Paul

We've designed this agreement to cover damages for bodily injury caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured vehicle.

This agreement provides coverage for covered autos registered or mainly garaged in Oklahoma.

Table of Contents

	Page
What This Agreement Covers	1
Which Autos Are Covered	2
Scheduled autos.	2
Any owned auto.	2
When This Agreement Covers	2
Where This Agreement Covers	3
Who Is Protected Under This Agreement	3
Individual.	3
Anyone else in a covered auto.	3
Anyone entitled to collect damages.	3
Separation of protected persons.	3
Limits Of Coverage	3
Single limit.	3
Split limits.	3
Payments for underinsured motorists.	4
Limitations on amounts payable.	4
Limitations	4
Exclusions - Claims We Won't Cover	4
Unauthorized use.	4
Worker's compensation.	4
Other autos.	4
Punitive damages.	4
Other Insurance	4
Insurance written with another company.	4
Changes In General Rules	4
Recovering damages from a third party.	4
Arbitration	5
What To Do If You Have A Loss	5

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured vehicle if the damages result from an accident that causes bodily injury to the protected person.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured vehicle.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident that provides the minimum amounts of coverage required by law where the auto is mainly garaged;
- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- which is an underinsured vehicle;

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident provides a limit of coverage which is less than the amount the injured protected person is making a claim for. This

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

definition applies regardless of the amount of coverage that any of the parties have in relation to each other.

- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury to a protected person and the owner or driver cannot be identified.

However, we won't consider the following to be uninsured vehicles:

- vehicles designed for use mainly off public roads; or
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the limits required by law.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

is designed for use primarily off public streets or roads;

- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury while this agreement is in effect.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your family members are protected persons.

Family members mean persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury caused by any one accident. This limit applies no matter how many protected persons are involved or how many claims are made.

But if there is more than one covered auto involved in an accident, and injury is sustained by you and family members, the most we'll pay will be the total of the limits that apply to each covered auto.

If there is more than one covered auto involved in an accident, and someone other than you or a family member is injured, the most we'll pay for all injury sustained in the accident will be our share of the limit shown that applies to the vehicle the protected person was in. You or a family member will also be entitled to a share of the limit.

Our share means the same proportion of the damages that our limit bears to the total of all damages sustained by all protected persons.

If injury is sustained in an accident by only persons other than you or family members, our limit of coverage will apply for all injury that results from the accident.

Split limits. If split limits are shown, two limits apply to the amount we'll pay. These limits apply with the same rules that are explained above for a single limit.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Payments for underinsured motorists. Any payment we make for the owner or driver of an underinsured vehicle won't reduce or be charged against the limit of coverage that applies.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

For accidents involving underinsured motorists, when our limit of coverage is more than what is required by law where a vehicle is mainly garaged, our payment for damages begins only:

- after all other liability policies and bonds have been used up by judgments or settlements; or
- if we have been promptly notified that a tentative settlement has been reached between the protected person and the company that insured the owner or driver of the underinsured vehicle; and we have paid the protected person that agreed amount within 30 days after we received the notice

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Family member in their auto. We won't cover you or a member of your family who is injured in or hit by an auto that such family member owns if that auto is not covered as required for uninsured and underinsured motorists coverage.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

This agreement provides primary insurance for covered autos you own and excess insurance for those you don't own. Excess insurance applies after other collectible uninsured motorists insurance has been used up.

Insurance written with another company. When this agreement and other collectible uninsured motorists insurance apply to an uninsured motorists loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering damages from a third party.
The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

for us and return to us the amount we have paid.

But this rule won't apply for us if we:

- have been given written notice of a tentative settlement between a protected person and someone who is taking responsibility for the owner or driver of an uninsured vehicle; and
- do not pay a protected person at least the same amount within 60 days after we receive this notice.

If we do pay a protected person at least the amount of such tentative settlement within the 60 days, we have a right to recover those damages as we explain above. That payment is separate from any amount the protected person is entitled to recover from uninsured motorists coverage.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured or underinsured vehicle; or
- the amount of damages.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

If an agreement hasn't been reached after three months, a protected person may start a lawsuit against a person or organization responsible for the use of an auto that's involved in the accident.

What To Do If You Have A Loss

The When this policy provides Liability protection section is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

You must also notify us if a tentative settlement is reached between a protected person and someone who is taking responsibility for the owner or driver of an uninsured vehicle. You must give us at least 60 days notice of this tentative settlement. The notice must be sent by certified mail. It must include:

- written proof of the financial loss;
- copies of all medical bills; and
- written authorization or a court order that allows us to get reports from any employers and medical providers.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PROTECTION - SOUTH CAROLINA

The St Paul

We've designed this agreement to cover damages for bodily injury and property damage caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured vehicle.

This agreement provides coverage for covered autos registered or mainly garaged in South Carolina.

Table of Contents **Page**

What This Agreement Covers 1

Which Autos Are Covered 2
Scheduled autos. 3
Any owned auto. 3
Autos required by law to be covered. 3

When This Agreement Covers 3

Where This Agreement Covers 3

Who Is Protected Under This Agreement 3
Individual. 3
Anyone else in a covered auto. 3
Anyone entitled to collect damages. 3
Separation of protected persons. 3

Limits Of Coverage 3
Single limit. 4
Split limits. 4
Limitations on amounts payable. 4

Exclusions - Claims We Won't Cover 4
Unauthorized use. 4
Worker's compensation. 5
Property damage already paid. 5
Property of protected persons. 5

Other Insurance 5
Other property insured. 5

Changes In General Rules 5
Recovering Damages From A Third Party
The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement. 5

What To Do If You Have A Loss 5

What This Agreement Covers

We'll pay compensatory damages you and other persons protected under this agreement are legally entitled to collect from the owner or driver of an uninsured vehicle if the damages result from an accident that causes:

- bodily injury to the protected person; or
- property damage.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured vehicle.

If the Coverage Summary indicates that protection for an "Underinsured motorist" applies, we'll only pay damages that result from an accident caused by such vehicle after any other liability policies or bonds have been used up.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Property damage means

- physical damage to tangible property of others, including loss of use of such property; or
- loss of use of tangible property of others that isn't physically damaged.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

We'll consider all loss of use of tangible property to happen at the time of the accident which caused it.

An uninsured vehicle is a land motor vehicle or trailer:

- for which there is no liability insurance policy, bond, cash or securities deposited at the time of an accident that provides the minimum amounts of coverage required by the South Carolina Motor Vehicle Financial Responsibility Act;
- for which an insurance or bonding company legally denies coverage, becomes insolvent, is in delinquency proceedings, suspension, receivership, or in other ways is proven unable to pay a judgment;
- which is a hit and run vehicle.

A hit and run vehicle is a land motor vehicle or trailer that causes injury or damage to a protected person and the owner or driver cannot be identified. We'll cover such bodily injury or property damage whether or not the vehicle actually hits a protected person, a covered auto or an auto a protected person is in. If there's no physical contact, we'll accept only competent evidence via a sworn affidavit to verify the accident other than testimony of any person having a claim under this or any similar coverage as a result of the accident.

- which is an underinsured vehicle. But only if the Coverage Summary shows that coverage applies for an underinsured vehicle;

An underinsured vehicle is a land motor vehicle or trailer for which the total of all liability policies or bonds at the time of an accident provides the minimum amounts of coverage required by the South Carolina Motor Vehicle Safety Responsibility Act. But the total of these policies or bonds is less than what the person is legally entitled to collect as damages for the bodily injury or property damage.

However, we won't consider the following to be uninsured vehicles:

- vehicles designed for use mainly off public roads;
- vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent; or

We also won't consider underinsured vehicles to be vehicles designed for use mainly off public roads.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Scheduled autos. If this is shown in the Coverage Summary, the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto. If this is shown in the Coverage Summary, we'll cover any auto that you own.

Autos required by law to be covered. If this is shown in the Coverage Summary, all autos you own for which the state requires you to provide Uninsured and Underinsured Motorists Coverage will be considered covered autos.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury or property damage while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury or property damage that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your family members are protected persons.

Family members means persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury and damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury or property damage caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

For covered injury sustained by you and family members, the limit of coverage will be the sum of:

- the limit that applies to the covered auto; and
- that part of the limit of coverage for each additional covered auto that is not more than the limit that applies to the covered auto involved in the accident.

For covered injury sustained by protected persons other than you and family members, the limit of coverage will be that protected persons pro-rata share of the limit of coverage that applies to the covered auto that protected person was in at the time of the accident.

You and any family members will also be entitled to a pro-rata share of this limit

Pro-rata share means the proportion that a person's bodily injury bears to the total of all bodily injury sustained by all persons in an accident.

Split limits. If split limits are shown, three limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.
- Property damage in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Property damage in one accident limit. This is the most we'll pay for all property damage claims that result from any one accident.

For covered injury sustained by you and family members, the limit of coverage will be the sum of:

- the limit that applies to the covered auto; and
- that part of the limit of coverage for each additional covered auto that is not more than the limit that applies to the covered auto involved in the accident.

For covered injury sustained by protected persons other than you and family members, the limit of coverage will be that protected persons pro-rata share of the limit of coverage that applies to the covered auto that protected person was in at the time of the accident.

You and any family members will also be entitled to a pro-rata share of this limit

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

Any amount paid under this agreement to a protected person will reduce the payments to that person under this policy's Auto Liability Protection.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar laws.

Property damage already paid. We won't cover property damage after a protected person has already been paid by insurance or any other form of reimbursement.

Property of protected persons. We won't cover the first $200 of the amount of property damage to the property of each protected person as a result of any one accident. But this exclusion doesn't apply to property damage caused by an "Underinsured motorist."

Other Insurance

Other insurance may be available to cover a loss that's covered by this agreement.

If a protected person is injured while in an auto that person doesn't own, or is injured while not in an auto, we'll use the following priority list of applicable coverages:

1. The policy that covers the auto that the protected person was in at the time of the accident.

2. The policy that covers the protected person as a named insured or family member.

If there is no available insurance in the first priority, the most that a protected person can be paid under the second priority will be the highest limit that applies for any one vehicle under that category.

If there is insurance available under the first priority, we'll use up the limit of coverage that applies to the auto the protected person was in first. Then, the most that a protected person can be paid under the second priority will be the highest limit that applies for any one vehicle under that category.

We will pay only our share of the loss. Our share is the proportion that our limit bears to the total of all policy limits at the same priority level.

Other property insured. For property damage, this agreement provides excess insurance over all other collectible insurance of any kind.

Changes In General Rules

Recovering Damages From A Third Party

The Recovering Damages From A Third Party Section of the General Rules is replaced by the following. But only for this agreement.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid. This rule applies for up to the minimum limits specified in the South Carolina Motor Vehicle Safety Responsibility Act.

If a protected person obtains a judgment against the owner or driver of an uninsured or underinsured vehicle, we have a right to have this judgment assigned to us, for amounts up to the minimum limits specified in the South Carolina Motor Vehicle Safety Responsibility Act.

We will pay our proportionate share of the expenses incurred in the recovery of such damages from a third party. This includes attorneys' fees. However, we have the right to retain an attorney of our choice to pursue a claim instead of paying reasonable attorneys' fees for another attorney. .pa

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

The St Paul

We've designed this agreement to cover damages for bodily injury caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in Utah.

Table of Contents

	Page
What This Agreement Covers	1
Which Autos Are Covered	2
Scheduled autos.	2
Autos you acquire after this agreement goes into effect.	2
Any owned auto.	3
Autos required by law to be covered.	3
When This Agreement Covers	3
Where This Agreement Covers	3
Who Is Protected Under This Agreement	3
Individual.	3
Anyone else in a covered auto.	3
Anyone entitled to collect damages.	3
Separation of protected persons.	3
Limits Of Coverage	3
Single limit.	3
Split limits.	4
Limitations on amounts payable.	4
Exclusions - Claims We Won't Cover	4
Unauthorized use.	4
Worker's compensation.	4
Actions taken without our consent.	4
Other autos.	4
Punitive damages.	4
Other Insurance	4
Changes In General Rules	5
Recovering damages from a third party. The following is added to the Recovering Damages From A Third Party Section of the General Rules. But only for this agreement.	5
Arbitration	5
What To Do If You Have A Loss	5

What This Agreement Covers

We'll pay compensatory damages any protected person is legally entitled to collect from the owner or driver of an uninsured vehicle if the damages result from an accident that causes bodily injury to the protected person.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining, or using the uninsured vehicle.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Uninsured vehicle means a land motor vehicle or trailer:

- for which there is no liability insurance policy or bond at the time of an accident that provides at least $65,000 for each accident, which is the minimum combined single limit for all bodily injury as specified by Utah law;
- for which an insurance or bonding company legally denies coverage or becomes insolvent.
- covered by a liability policy, but coverage for an accident is disputed by the liability insurer for more than 60 days; or beginning with the effective date of this act, continues to be disputed for more than 60 days.
- which is a hit and run vehicle.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Hit and run vehicle means a land motor vehicle or trailer that causes bodily injury to a protected person, and the owner or driver cannot be identified. We'll cover such bodily injury whether or not the vehicle actually hits a protected person, a covered auto, or an auto a protected person is in. If there's no physical contact, we'll accept only competent evidence to verify the accident other than testimony of any person having a claim under this or any similar coverage as a result of the accident.

However, we won't consider the following to be uninsured vehicles:

- Vehicles designed for use mainly off public roads;
- Vehicles that are operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the limits required by law;

Those limits are; $65,000 each accident if the limit is a single limit, or $25,000 for each person and $50,000 for each accident if the limits are shown as split limits.

- vehicles that are owned by any unit of government; or
- underinsured vehicles.

Underinsured vehicles mean land motor vehicles or trailers for which there is a liability policy or bond at the time of the accident. However, the total of all such policies or bonds for that auto is not enough to pay the full amount the protected person is legally entitled to recover as damages caused by the accident.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos.

Scheduled autos means the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

30 days after you acquire such autos that you want us to cover them.

Any owned auto.

Any owned auto means any auto that you own.

Autos required by law to be covered.

Autos required by law to be covered means all autos you own for which the state requires you to provide Uninsured Motorists Coverage will be considered covered autos.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members mean persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member. Family members also include persons who usually make their home in the same household with you, but temporarily live elsewhere.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected. But we won't consider your customers to be protected if your business is shown in the Coverage Summary as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are a protected person, but only up to $65,000 for each accident which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury caused by any one

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

Split limits. If split limits are shown, two limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

Our payment for damages begins only after all other liability policies and bonds have been used up by judgments or settlements.

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - Claims We Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar law.

Actions taken without our consent. We won't cover any claim that is settled without our consent.

Other autos. We won't cover:

- bodily injury to you if you are injured in or struck by an auto you own which is not a covered auto under this agreement;
- bodily injury to any family member who is injured in or struck by an auto the family member owns which is not a covered auto under this agreement; or
- bodily injury to any family member who is injured in or struck by an auto you own which is not a covered auto under this agreement,

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

When other insurance that also covers damages for bodily injury applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss the most we'll pay is the highest limit of coverage that applies for any one vehicle under any one policy.

This agreement provides excess insurance for autos you don't own. Excess insurance applies after other collectible uninsured motorists insurance has been used up.

However, the most we'll pay for all bodily injury sustained by you or any family member while in an auto you own may be up to but not more than:

- the limit of coverage that applies to the auto you or the family member were in at the time of the accident; and
- the highest limit for uninsured motorists coverage under any policy that applies for

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

any policy that would also respond to that accident.

When this agreement and other collectible uninsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering Damages From A Third Party

The following is added to the Recovering Damages From A Third Party Section of the General Rules. But only for this agreement.

We are only entitled to recover damages from someone else after we have fully paid a protected person for a covered loss.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured vehicle; or
- the amount of damages.

However, disputes concerning coverage under this agreement are not subject to arbitration.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

We've designed this agreement to cover damages for bodily injury caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an underinsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in Utah.

Table of Contents

	Page
What This Agreement Covers	1
Which Autos Are Covered	2
Scheduled autos.	2
Any owned auto.	2
Autos required by law to be covered.	2
When This Agreement Covers	2
Where This Agreement Covers	2
Who Is Protected Under This Agreement	3
Individual.	3
Anyone else in a covered auto.	3
Anyone entitled to collect damages.	3
Separation of protected persons.	3
Limits Of Coverage	3
Single limit.	3
Split limits.	3
Limitations on amounts payable.	4
Exclusions - What This Agreement Won't Cover	4
Unauthorized use.	4
Worker's compensation.	4
Actions taken without our consent.	4
Other autos.	4
Punitive damages.	4
Other Insurance	4
Changes In General Rules	5
Recovering Damages From A Third Party	5
Arbitration	5
What To Do If You Have A Loss	5

What This Agreement Covers

We'll pay compensatory damages any protected person is legally entitled to collect from the owner or driver of an underinsured vehicle if the damages result from an accident that causes bodily injury to the protected person. However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the underinsured vehicle.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness or disease:

- Mental anguish, injury or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

An underinsured vehicle is a land motor vehicle or trailer for which there is a liability policy or bond at the time of the accident. However, the total of all such policies or bonds for that auto is not enough to pay the full amount the protected person is legally entitled to recover as damages caused by the accident.

However, we won't consider the following to be underinsured vehicles:

- Vehicles designed for use mainly off public roads;
- Vehicles for which there is no liability insurance policy or bond at the time of an accident that provides at least $65,000 for each accident, which is the minimum combined single limit for all bodily injury as specified by Utah law;
- Vehicles for which an insurance or bonding company legally denies coverage or becomes insolvent;
- Vehicles that are owned by any unit of government; or
- Hit and run vehicles.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Hit and run vehicles are land motor vehicles or trailers that cause bodily injury to a protected person, and the owner or driver cannot be identified.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos.

Scheduled autos means the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

Any owned auto.

Any owned auto means any auto that you own.

Autos required by law to be covered.

Autos required by law to be covered means all autos you own for which the state requires you to provide Underinsured Motorists Coverage will be considered covered autos.

When This Agreement Covers

We'll apply this agreement to damages for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Who Is Protected Under This Agreement

Individual. You are protected. Also, if you are named in the Introduction as an individual, you and your Family members are protected persons.

Family members mean persons who are related to you by blood, marriage or adoption and live in your home. A ward or foster child who lives with you is also considered to be a family member. Family members also include persons who usually make their home in the same household with you, but temporarily live elsewhere.

Anyone else in a covered auto. Anyone else while in an auto that's a covered auto or a temporary substitute auto is protected. But we won't consider your customers to be protected if your business is shown in the Coverage Summary as a rental company.

However, if a customer of yours has no other valid and collectible insurance, they are a protected person, but only up to $65,000 for each accident which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

In an auto includes on the auto, getting in or out or off of it.

Temporary substitute auto means an auto used in place of a covered auto because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

Anyone entitled to collect damages. We'll also cover anyone entitled to collect damages for bodily injury suffered by another protected person.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

We'll consider all injury caused by continuous or repeated exposure to basically the same conditions to be the result of one accident. Coverage under this agreement may be subject to a single limit or to split limits, depending on which is shown in the Coverage Summary.

Single limit. If a single limit is shown, it is the most we'll pay for all damages resulting from bodily injury caused by any one accident. This limit applies no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

Split limits. If split limits are shown, two limits apply to the amount we'll pay. These limits apply no matter how many covered autos or protected persons are involved or how many claims are made, premiums are paid, or vehicles are involved in an accident.

- Bodily injury to each person limit.
- Bodily injury in one accident limit.

Here's an explanation of how these limits apply.

Bodily injury to each person limit. This is the most we'll pay for bodily injury to one person arising out of an accident. This includes damages for care, loss of services or death that results from covered injury.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Bodily injury in one accident limit. This is the most we'll pay for all bodily injury claims that result from any one accident. This includes damages for care, loss of services or death that results from covered injury.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We will not pay for any part of damages for which a protected person is also entitled to be paid under any workers compensation, disability benefit, or similar law.

When our limit of coverage is more than what is required by law where a vehicle is mainly garaged, our payment for damages begins only:

- after all other liability policies and bonds have been used up by judgments or settlements; or
- if we have been promptly notified that a tentative settlement has been reached between the protected person and the company that insured the owner or driver of the underinsured vehicle; and we have paid the protected person that agreed amount within 30 days after we received the notice.

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - What This Agreement Won't Cover

Unauthorized use. We won't pay any claims that result if someone uses an auto without having a reasonable belief that he or she is entitled to use it.

Worker's compensation. We won't pay any claims for the direct or indirect benefit of another insurance company or self insurer because of worker's compensation, disability benefits or similar law.

Actions taken without our consent. We won't cover any claim that is settled without our consent.

Other autos. We won't cover:

- bodily injury to you if you are injured in or struck by an auto you own which is not a covered auto under this agreement;
- bodily injury to any family member who is injured in or struck by an auto the family member owns which is not a covered auto under this agreement; or
- bodily injury to any family member who is injured in or struck by an auto you own which is not a covered auto under this agreement.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

When other insurance that also covers damages for bodily injury applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss the most we'll pay is the highest limit of coverage that applies for any one vehicle under any one policy.

This agreement provides excess insurance for autos you don't own. Excess insurance applies after other collectible underinsured motorists insurance has been used up.

However, the most we'll pay for all bodily injury sustained by you or any family member while in an auto you own may be up to but not more than:

- the limit of coverage that applies to the auto you or the family member were in at the time of the accident; and
- the highest limit for underinsured motorists coverage under any policy that applies for any policy that would also respond to that accident.

When this agreement and other collectible underinsured motorists insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering Damages From A Third Party

The following is added to the Recovering Damages From A Third Party Section of the General Rules. But only for this agreement.

We are only entitled to recover damages from someone else after we have fully paid a protected person for a covered loss.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

For accidents involving underinsured vehicles, this section doesn't apply if we:

- have been given prompt written notice of a tentative agreement between the protected person and the company that insured the owner or driver of the underinsured vehicle to settle for liability limits; and
- fail to pay the protected person that amount agreed to within 30 days after we received the notice.

If we pay the protected person the amount of that settlement within 30 days after we receive notice of the settlement:

- that payment will be considered as separate from any amount the protected person is entitled to receive; and
- we have the right to recover the amount of the payment we made.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an underinsured vehicle; or
- the amount of damages.

However, disputes concerning coverage under this agreement are not subject to arbitration.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

Also, any person seeking uninsured motorists coverage must:

- notify us in writing of a tentative settlement between the protected person and the company that insured the owner or driver of the underinsured vehicle; and
- allow us 30 days after we receive that written notice to pay the protected person at least the amount of the settlement in order to preserve our right of recovery against such insurer.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

UNINSURED MOTORISTS PROPERTY DAMAGE PROTECTION - UTAH

The St Paul

We've designed this agreement to cover damages for property damage caused by an accident which you or anyone else covered under this agreement are legally entitled to collect from the driver or owner of an uninsured vehicle.

This agreement provides coverage for covered autos licensed or mainly garaged in Utah.

Table of Contents **Page**

What This Agreement Covers 1

Which Autos Are Covered 2
Scheduled autos. 2
Autos you acquire after this agreement goes into effect. 2

When This Agreement Covers 2

Where This Agreement Covers 2

Limits Of Coverage 2
Limitations on amounts payable. 3

Exclusions - What This Agreement Won't Cover 3
Property insurers. 3
The first $250 of property damage. 3
Property damage from unidentified auto. 3
Actions taken without our consent. 3
Punitive damages. 3

Other Insurance 3

Changes In General Rules 3
Recovering Damages From A Third Party 3

Arbitration 3
What To Do If You Have A Loss 4

What This Agreement Covers

We'll pay compensatory damages any protected person is legally entitled to collect from the owner or driver of an uninsured vehicle if the damages result from an accident that causes property damage to a covered auto from actual physical contact with that covered auto.

However, we'll only pay these damages when the owner's or driver's liability results from owning, maintaining or using the uninsured vehicle.

Property damage means

- physical damage to tangible property of others, including loss of use of such property; or
- loss of use of tangible property of others that isn't physically damaged.

We'll consider all loss of use of tangible property to happen at the time of the accident which caused it.

Accident means any event that results in property damage that the protected person didn't expect or intend to happen.

An uninsured vehicle is a land motor vehicle or trailer for which:

- there is no liability insurance policy or bond at the time of an accident that provides the minimum limits for all property damage in one accident as specified by Utah Law.
- an insurance or bonding company:
  - legally denies coverage;
  - becomes insolvent; or
  - fails to confirm coverage within 60 days from the date such company receives notice of a claim by or on your behalf.

However, we won't consider the following to be uninsured vehicles:

- Vehicles designed for use mainly off public roads;
- Vehicles that are owned or operated by any self insurer under any applicable motor vehicle law. But this doesn't apply to a self insurer that becomes insolvent and can't provide the minimum limits required by law; or
- Vehicles that are owned by any unit of government.

Minimum limits are:

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

- $65,000 for each accident if the limit is a single limit; or
- $15,000 for each accident if the limit is indicated as a split limit.

Which Autos Are Covered

The Coverage Summary shows which autos are covered under this agreement.

Scheduled autos. means the autos listed in the Schedule are the covered autos at the time the agreement goes into effect.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller, power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

Autos you acquire after this agreement goes into effect.

- Replacement autos.
  You can replace any auto on the Auto Schedule and we'll automatically cover its replacement for the same insurance. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.
- Newly acquired autos.
  If we cover all of your owned autos, any additional autos you acquire are also covered. However, you must tell us within 30 days after you acquire such autos that you want us to cover them.

When This Agreement Covers

We'll apply this agreement to damages for covered property damage while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered property damage that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Limits Of Coverage

We'll consider all damage caused by continuous or repeated exposure to basically the same conditions to be the result of one accident.
The most we'll pay for all covered property damage in any one accident is $3,500. This limit applies no matter how many covered autos are involved or how many claims are

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

made, premiums are paid, or vehicles are involved in an accident.

Limitations on amounts payable. No one will be entitled to be paid more than once for the same loss from coverage under this agreement and also any other insuring agreement.

We will not make a payment under this agreement to the extent that payment has also been made to a protected person by or for someone who is legally responsible for the damages.

We have no obligation to pay if a suit is brought without our written consent.

Exclusions - What This Agreement Won't Cover

Property insurers. We won't pay any claims for the direct or indirect benefit of any insurer of property.

The first $250 of property damage. We won't cover the first $250 of the amount of property damage to the property of each protected person as a result of any one accident.

Property damage from unidentified auto. We won't cover property damage caused by an auto if neither the owner, the driver, nor the license plate number of the auto can be identified.

Actions taken without our consent. We won't cover any claim that is settled without our consent.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Insurance

When other insurance that also covers uninsured motorists property damage applies, the following rules will be followed.

When this agreement and other insurance both apply to the same loss the most we'll pay is the highest limit of coverage that applies for any one vehicle under any one policy.

This agreement provides excess insurance for autos you don't own that also have primary coverage. Excess insurance applies after other collectible uninsured motorists insurance has been used up.

When this agreement and other collectible uninsured motorists property damage insurance apply to a loss on the same primary or excess basis, we'll pay that portion of the loss equal to what our limit of coverage bears to the total available limits.

Changes In General Rules

Recovering Damages From A Third Party

The following is added to the Recovering Damages From A Third Party Section of the General Rules. But only for this agreement.

We are only entitled to recover damages from someone else after we have fully paid a protected person for a covered loss.

If we make a payment under this agreement and a protected person recovers all or part of the damages from someone else, he or she must hold the amount recovered in trust for us and return to us the amount we have paid.

Arbitration

The Appraisal Of Property Disputes section of the General Rules is replaced by the following. But only for this agreement.

Either we or any protected person can make a written demand for arbitration if agreement can't be reached on:

- whether that person is legally entitled to collect damages from the owner or driver of an uninsured vehicle; or
- the amount of damages.

However, disputes concerning coverage under this agreement are not subject to arbitration.

If arbitration is demanded, each of us will choose one arbitrator. These two arbitrators will choose a third. If they can't agree on a third arbitrator within 30 days, either arbitrator can request a judge or a court in the state where the arbitration is to be held to select the third. We and the protected

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

person will each pay our own expenses and share the expenses of the third arbitrator equally.

Unless we both agree otherwise, arbitration will take place in the county where the protected person lives. Local law will apply to evidence and arbitration procedures. A decision agreed to by two of the arbitrators will be binding.

However, this condition doesn't apply if a small claims court which has jurisdiction over such dispute resolves the matter that we disagree on.

What To Do If You Have A Loss

The When This Policy Provides Liability Protection section is changed by adding the following.

You must promptly notify the police if an unidentified driver hits you or another protected person and you must promptly send us copies of any legal papers if a suit is brought.

You must give us the name and address of the owner or driver of the uninsured vehicle within 10 days. If you can't provide this information, you must give us the license plate number of the auto and a description of it, along with any other information you have so that we can establish that there is no other auto liability claim.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

UNINSURED AND UNDERINSURED MOTORISTS PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

The St Paul

This endorsement changes your Uninsured And Underinsured Motorists Protection.

How Coverage Is Changed

The following exclusion is added to your Uninsured or Underinsured Motorists Agreement.

Punitive damages. We won't cover punitive damages. This includes damages that are awarded by a court which exceed the actual damages that result, but are meant to be a punishment or to set an example.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1987

We've designed this agreement to provide No-Fault Auto Insurance to comply with Colorado law.

This Agreement provides coverage for covered autos licensed or mainly garaged in Colorado.

Table of Contents

	Page
What This Agreement Covers	1
Personal Protection	1
Medical Expenses	1
Rehabilitation Expenses	2
Death Compensation	2
Loss Of Income	2
Essential Services	2
Limits Of Coverage	2
Optional Medical Expenses And Rehabilitation Expenses Deductible	3
Optional Medical Expenses And Rehabilitation Expenses Co-Payment	3
Who Is Protected By This Agreement	3
Exclusions-Losses Not Covered	3
When This Agreement Covers	4
Where This Agreement Covers	4
Options For Your Personal Protection	4
Exclusion Of Loss Of Income Benefit For An Individual	4
Added Medical Expense Benefits	4
Added Loss Of Income	4
Named Persons	5
Changes In What To Do If You Have A Loss.	5
Changes In General Rules	5
Recovering Damages From A Third Party	5
Trust Agreement.	5
Additional Rules For This Agreement	5
Our Right To Re-Figure Your Premium	5
Arbitration Of Disputes Regarding Personal Protection Benefits	5
Assignment Of Benefits	5
Transfer Of Benefits	6
Other Insurance	6

What This Agreement Covers

No-Fault insurance allows protected persons to recover directly from us for covered losses resulting from auto accidents. They don't have to go through lawsuits and trials because recovery doesn't depend on who was at fault in the accident.

Auto means a motor vehicle that's registered and licensed for use on public roads. A trailer is also considered an auto.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Personal Protection

We'll pay for the following kinds of expenses that result when a protected person suffers bodily injury caused by an accident involving an auto:

- Medical Expenses;
- Rehabilitation Expenses;
- Death Compensation;
- Loss of Income; or
- Essential services.

Bodily injury means any physical harm to a person's body, including sickness, disease or death resulting from the harm.

The next sections describe these benefits.

Medical Expenses

We'll pay up to $50,000 for all reasonable charges for necessary medical expenses due to bodily injury to any protected person in one accident. For example:

- medical;
- surgical;
- x-ray;
- optical;

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

- chiropractic
- dental; or
- hospital and nursing service.

We'll also pay for non-medical, remedial care and treatment given that follows a recognized religious method of healing.

But covered expenses must be for services that are performed within 5 years after the date of the accident unless:

- the protected person is less than 13 years of age when the accident requiring the surgery or reconstructive procedure took place;
- the protected person or his or her representative or the provider who intends to perform the surgery or reconstructive procedure notifies the insurer in writing, within 90 days before the surgery or reconstructive procedure is to be performed; or
- the surgery or reconstructive procedure cannot be performed because of the protected person's status of juvenile growth and lack of physical maturity; and
- a licensed physician or dentist must issue a written opinion that the reasonable and necessary procedure cannot be performed until after the 5 year period, based on a reasonable degree of medical probability and supported by detailed and descriptive objective evidence.

If the Coverage Summary indicates that added medical expenses apply, the 5 year time limitation doesn't apply to medical expenses paid to or for you or any family member.

Rehabilitation Expenses

We'll pay up to $50,000 for all reasonable charges for rehabilitation treatment or occupational therapy for each protected person injured in one accident, given within 10 years after the date of the accident.

The treatment of neurological injuries also known as "closed head injuries," and all related and medically associated disorders will also be considered Rehabilitation Expenses.

Death Compensation

We'll pay up to $1,000 to be paid to the estate of each protected person if the covered bodily injury results in death.

Loss Of Income

We'll pay up to $400 per week to each protected person injured in each accident, but not more than:

- 100% of the first $125 per week of gross income each protected person actually loses due to a covered bodily injury in one accident;
- 70% of the next $125 per week; and
- 60% of any loss of gross income per week over $250.

We'll pay this benefit for up to 52 weeks starting the day after the accident.

Loss of income means the amount of income a protected person actually would have earned if the covered bodily injury had not happened.

Essential Services

We'll pay up to $25 per day for the cost of substituting essential services. We'll pay this benefit for up to 52 weeks starting the day after the accident.

Essential services mean those tasks that a protected person would have done without pay, for themselves or their dependents if the covered bodily injury had not happened. These benefits are only payable while the injured protected person is alive.

Limits Of Coverage

The limits of coverage for each Personal Protection Benefit are shown in the section describing each benefit, or in the Optional No-Fault Coverage Summary. These limits apply regardless of the number of protected persons, policies or bonds that apply, claims made, premiums paid or autos covered by this agreement.

Our payment of loss for Personal Protection under this agreement will be reduced by any

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

amount paid or required to be paid under any Workers Compensation Law.

Optional Medical Expenses And Rehabilitation Expenses Deductible

This optional medical expenses and rehabilitation expenses deductible applies if an amount is shown in the Coverage Summary. You'll be responsible for covered medical expenses and rehabilitation expenses to or for you, any family member, or any person operating a covered auto with your permission within this deductible as a result of any one accident.

The deductible applies separately to each person referred to above. However, the deductible doesn't apply to the sum of medical expenses and rehabilitation expenses incurred either:

- during the first 24 hours in which emergency treatment is provided; or
- until such person's emergency medical condition has stabilized;

whichever is longer.

Optional Medical Expenses And Rehabilitation Expenses Co-Payment

This optional medical expenses and rehabilitation expenses co-payment applies if indicated in the Coverage Summary. You'll be responsible for a co-payment of 20% for the amount between any applicable deductible and $2,500 for covered medical expenses and rehabilitation expenses to or for you, any family member, or any person operating a covered auto with your permission as a result of any one accident.

We'll pay 100% of the sum of medical expenses and rehabilitation expenses after the total out-of-pocket expenses, including any applicable deductible, exceeds $2,500.

The co-payment applies separately to each person referred to above. However, the co-payment doesn't apply to the sum of medical expenses and rehabilitation expenses incurred either:

- during the first 24 hours in which emergency treatment is provided; or
- until such person's emergency medical condition has stabilized;

whichever is longer.

Who Is Protected By This Agreement

Individual. You are protected. Also, if you are an individual, any family member is protected while in or struck by any auto. Also, any other person in a covered auto you own who has your permission to use the covered auto is protected.

Family member means a spouse or anyone who is related to you by blood, marriage or adoption, including a ward or foster child, who normally lives with you in your household. A family member temporarily living somewhere else is still protected.

Anyone in a covered auto or a pedestrian struck by a covered auto. Any person injured in a covered auto, or any pedestrian who is struck by a covered auto is also protected.

Pedestrian means anyone who isn't in an auto or other motorized vehicle.

In an auto means in or on the auto, getting in or out or off of it.

Covered auto means an auto that:

- you own;
- is a covered auto under this policy's Auto Liability Protection; and
- is an auto that you're required to maintain security under the Colorado Auto Accident Reparations act.

Exclusions-Losses Not Covered

Other autos you own. We won't cover bodily injury to you or a family member when such bodily injury results from the use or operation of an auto you own if it's not an auto covered by this agreement.

Autos owned by family members. We won't cover bodily injury to a family member while using an auto the family member owns when the security requirement of the Colorado Auto Accident Reparations Act hasn't been met.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Other persons in an accident outside Colorado. We won't cover bodily injury to anyone other than you or a family member that results from any accident that happens outside the state of Colorado.

Injury covered under a separate government program. We won't cover bodily injury resulting from an accident involving a covered auto to the extent that it is also covered by any government sponsored program, local law or public financed plan.

Auto used as a residence. We won't cover bodily injury that occurs while an auto is being used as a residence or other type of premises.

Intentional or expected bodily injury. We won't cover bodily injury that's expected or intended by any person.

Converter. We won't cover bodily injury to anyone who is a converter.

Converter means a person who operates or uses a covered auto in a manner that a reasonable person would determine was unauthorized or without the knowledge or permission given by you or any family member.

However, you or any family member cannot be a converter for the use or operation of the covered auto.

War. We won't cover bodily injury that is a result of war, declared or undeclared, invasion, civil war, rebellion or revolution.

Nuclear energy. We won't cover bodily injury that results from radioactive, toxic, explosive or other hazardous properties of nuclear material.

Injury from garage business. We won't cover bodily injury to anyone other than you or a family member that results from the business of selling, repairing, storing, servicing or parking autos. But this doesn't apply to accidents that happen away from business locations.

Bodily injury for work loss. We won't cover bodily injury to you or any family member for work loss if:

- you are an individual; and
- the Coverage Summary indicates that coverage for work loss doesn't apply.

When This Agreement Covers

We'll apply this agreement for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll provide Personal Protection Benefits only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, and Canada.

Options For Your Personal Protection

This section explains options that you may have chosen to change protection for you and any family member. Only those indicated in the Optional No-Fault Coverage Summary apply.

Exclusion Of Loss Of Income Benefit For An Individual

If The Optional No-Fault Coverage Summary shows that this applies, and you are an individual, Loss of Income benefits will not apply to you or your spouse.

Added Medical Expense Benefits

If the Optional No-Fault Coverage Summary shows that this applies, the basic limit of $50,000 for Medical Expenses won't apply. We'll pay covered medical expenses with no specific dollar limit.

Added Loss Of Income

If the Optional No-Fault Coverage Summary shows that this applies, in addition to 100% of the first $125 loss of gross income per week, we'll pay 85% of your gross earnings lost over $125 for each person. But we won't pay more per week than the total

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

limit shown in the Coverage Summary for this benefit.

Named Persons

If the Optional No-Fault Coverage Summary shows that this applies, any person named in the Coverage Summary will also be protected for the same benefits that you have.

Changes In What To Do If You Have A Loss

The What To Do If You Have A Loss section of your policy also applies to No-Fault protection and the following are added:

Notice of lawsuits. An injured person who is covered by this agreement or that person's legal representative might start a lawsuit against some person or organization to recover damages for bodily injury. Anyone who starts such a lawsuit must, as soon as possible, give us a copy of the legal papers served.

Proof of personal injury protection loss. Any protected person must give us written proof of covered expenses as soon as possible. We may require sworn proof. This must include all available information about the nature and extent of the bodily injury and medical or rehabilitation treatment the protected person has had or will have. We may require that person be examined as often as reasonable, by a doctor of our choice.

Changes In General Rules

The General Rules section of your policy also applies to No-Fault protection and the following is added:

Recovering Damages From A Third Party

The Recovering Damages From A Third Party section of the General Rules is replaced by the following.

Any person protected under this policy may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible to preserve any right of recovery available. If we make any payment, that right of recovery will belong to us to the extent that we paid after the injured person has been fully paid for a loss.

Trust Agreement.

If we pay No-Fault benefits and the protected person is also paid from someone else who is responsible, that person must hold this money in trust for us and pay us back the amount we have paid after the injured protected person has been fully paid for a loss. That person must give us any legal papers that may be necessary to establish their rights and ours.

Additional Rules For This Agreement

Our Right To Re-Figure Your Premium

The Colorado Auto Accident Reparations Act puts some limitations on a person's right to sue for damages. The premium for your policy reflects these limitations. If a court judgment declares any of these limitations unenforceable, we have the right to re-figure your premium and the terms of this agreement may be changed at our option.

Arbitration Of Disputes Regarding Personal Protection Benefits

A protected person may disagree with us about a denial or a delay in the payment of Personal Protection benefits. If so, you and we may agree to have the dispute submitted to arbitration. This arbitration proceeding will be held as it is set up in the Colorado Auto Accident Reparations Act. The laws maintained by the commissioner of insurance will also govern the arbitration.

Assignment Of Benefits

A protected person may assign our payment of Personal Protection benefits to a licensed health care provider or facility. However, this assignment must be for services provided to the protected person that are considered covered personal protection benefits. The assignment must also be in writing.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

If the protected person assigns Personal Protection benefits, we will pay the health care provider or facility directly.

At any time, the protected person may revoke this assignment of benefits. This may be done with or without the health care provider or facility's consent.

To revoke the assignment, a protected person must send, in writing, a statement of revocation to us by certified mail, return receipt requested. We will then send a copy of this statement to the health care provider or facility in the same manner. The revocation will be take effect on the date the provider or facility receives the statement of revocation. This revocation will only apply to services that are rendered on or after the date the statement of revocation is received.

If we fail to honor the assignment by paying covered benefits to you, and you fail to reimburse the provider or facility on a timely basis, we will pay that provider or facility directly when notified. When we do this, you must reimburse us for the amount we have paid to that provider or facility.

Transfer Of Benefits

If you or your legal representative are making a claim for covered Medical Expenses, and there is still available limit of coverage remaining for Rehabilitation Expenses, you or your legal representative may elect to transfer any such available limit payable for Rehabilitation Expenses to limits payable for Medical Expenses. For example:

Your $50,000 Limit Of Coverage for Medical Expenses is used up. However, you still have $10,000 left of the $50,000 available for Rehabilitation Expenses. You or your legal representative may elect to transfer the $10,000 of available, unused limit to the Medical Expenses limit in order for more covered benefits to be paid.

However, in no case will we pay more for both covered Medical Expenses and covered Rehabilitation Expenses than the combined limits of coverage shown for those benefits.

Other Insurance

A protected person can't recover more than once for any loss that's payable under this and other similar insurance, including self-insurance. The most that person can receive is the amount that the highest limit would pay. We'll pay only our share of the loss. We'll pay the same proportion of the loss that our limit of coverage is of the total of all available policy limits. But this doesn't apply to any optional benefits that the protected person buys.

This insurance is primary insurance for bodily injury to a protected person in an accident resulting from the use or operation of a covered auto. However, if the person operating a covered auto is operating that vehicle with the permission of a protected person and has their own insurance, that permissive operator's insurance will be primary insurance.

This insurance is excess insurance for accidents involving covered autos if:

- the covered auto is driven by someone other than you or an employee of yours and has the required Colorado No-Fault benefits available because that person is a named insured or family member insured under another policy;
- the accident involves an auto built for 12 or more passengers, other than a public school bus, that is owned by a non-profit, tax exempt organization, and injured passengers have the required Colorado No-Fault benefits available because they are a named insured or family member under another policy. But this doesn't apply to anyone driving the auto or an assistant.
- the accident involves a passenger in an auto which is being used in a ridesharing arrangement and an injured protected person has the required Colorado No-Fault benefits available because that person is a named insured or family member under another policy.

Ridesharing arrangement means people regularly riding together in an auto for purposes such as:

- work;
- shopping;
- health purposes;
- religious activities; and

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

- sports or athletic events.
  But only if the auto is not driven for profit by anyone.

If any of these cases apply, insurance under this agreement is excess.

Uninsured motorist and medical payments. Any payment that we make under this agreement will be subtracted from any amount also payable under this policy's Uninsured Motorist and Auto Medical Payments Protection.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

DISTRICT OF COLUMBIA NO-FAULT AUTO PROTECTION

The St Paul

We've designed this agreement to provide No Fault Auto Insurance to comply with the District of Columbia law.

Table of Contents

	Page
What This Agreement Covers	1
Personal Protection	1
Medical expenses	1
Funeral expenses	2
Loss of income	2
Essential Services	2
Who Is Protected	2
Exclusions-Losses Not Covered	2
Options For Your Personal Protection	3
Optional Increased Medical Expenses Coverage	3
Optional Increased Loss Of Income And Essential Services Coverage	3
Exclusion of Certain Personal Protected Coverage	3
Personal Protection Deductible	3
Changes In What To Do If You Have A Loss	3
Additional Rules For This Agreement	3
When And Where We Cover	3
Recovering Damages From A Third Party	3
Assignment Of Your Benefits	3
Non-Duplication Of Benefits	3
Our Right To Re-Figure Your Premium	4
Other Insurance	4

What This Agreement Covers

No-Fault insurance allows the people covered by this agreement to recover directly from us for covered losses resulting from auto and vehicle accidents. They don't have to go through lawsuits and trials because recovery doesn't depend on who was at fault in the accident.

Auto means any engine powered vehicle other than:
- a tractor or other vehicle used to pull other vehicles in fields; or
- a vehicle that travels on tracks or treads.

Vehicle means:
- a trailer; or
- equipment that is self-propelled or pulled by animals and designed for use on public land.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Personal Protection

We'll pay for the following kinds of expenses that result when a protected person suffers bodily injury caused by an accident involving an auto or vehicle:
- Medical Expenses;
- Loss of income;
- Essential services;

The limits of coverage that apply for each kind of expense are shown in the sections describing each benefit, or on the Optional No-Fault Coverage Summary. These limits are the most we'll pay for that benefit regardless of the covered autos, vehicles, claims made, or premiums paid.

Bodily injury means any physical harm to a person's body, including sickness, disease or death resulting from the harm.

The next sections describe these benefits.

Medical expenses

We'll pay up to $50,000 each person for all reasonable charges for necessary medical expenses incurred due to bodily injury of each protected person in one accident for care, recovery, or rehabilitation. For example:

©St.Paul Fire and Marine Insurance Co.1987

- medical;
- surgical;
- x-ray;
- optical;
- dental;
- ambulance; or
- rehabilitative services.

But we'll only pay for a product or service if it's provided by a licensed service or facility that is following applicable laws.

We won't pay more for a hospital room than the customary charges for a semi-private room unless special or intensive care is medically required.

Funeral expenses

We'll pay up to $4,000 per person for the reasonable charges of funeral, burial services, cremation and all other related necessary services.

Loss of income

We'll pay up to 80% of the gross income each injured protected person actually loses while alive due to a covered bodily injury in one accident. We'll pay a higher percentage if the person can prove that net income after income taxes is more than 80% of gross income.

Loss of income means the amount of salary, wages, tips, commissions, or other income that a protected person would have earned from an occupation if he or she wasn't injured.

Essential Services

We'll pay Essential Services benefits to each protected person while alive for the cost of substituting essential services that are done within 3 years after the accident happens provided that these services don't result in income to any protected person.

Essential services mean those tasks that a protected person would have done without pay for themselves or their dependents, but can't do because of a covered bodily injury.

Limits of Coverage for Loss of Income and Essential Services. The most we'll pay to each protected person injured in one accident for Loss of Income and Essential Services combined is $12,000.

Who Is Protected

You and any other person while in an auto that's a covered auto or in any other auto that's being driven by you are protected by this agreement.

In an auto means in or on the auto, getting into, out of, or off of it.

Covered auto means an auto that's owned by you that's covered by this policy's Auto Liability Protection and is required to be insured for District of Columbia no-fault benefits.

Exclusions-Losses Not Covered

Intentional acts. We won't cover anyone who has intentionally injured themselves or others.

Autos owned but not covered. We won't cover injury to you that happens while you're in an auto that you own that's not a covered auto.

Vehicle accidents. We won't cover injury to anyone who owns or operates a vehicle that's involved in an accident when the accident doesn't also involve an auto.

Injury from garage business. We won't cover injury to anyone that results from the business of selling, repairing, storing, servicing or parking autos or vehicles. But this doesn't apply to accidents that happen away from business locations or to loading or unloading of autos or vehicles.

Residential use. We won't cover anyone who is injured while in or by an auto or vehicle that's located for use as a residence or other type of premises.

War. We won't cover injury that is a result of war, declared or undeclared, invasion, civil war, rebellion or revolution.

©St.Paul Fire and Marine Insurance Co.1987

Nuclear energy. We won't cover injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.

Options For Your Personal Protection

The Optional No-Fault Coverage Summary will show which of the following options apply to your Personal Protection.

Optional Increased Medical Expenses Coverage

If indicated in the Optional No-Fault Coverage Summary, we'll pay up to $100,000 per protected person for covered Medical Expenses.

Optional Increased Loss Of Income And Essential Services Coverage

If indicated in the Optional No-Fault Coverage Summary, the most we'll pay to each protected person injured in one accident for Loss Of Income and Essential Services combined will be $24,000.

Exclusion of Certain Personal Protected Coverage

You may have decided to exclude either Medical Expenses, Funeral Expenses, or Work Loss and Essential Services Personal Protection Coverages. If so, the coverages you've chosen to exclude will be shown in the Optional No-Fault Coverage Summary.

Personal Protection Deductible

The Optional No-Fault Coverage Summary may show any deductible that applies to your Personal Protection benefits for all protected persons. If a deductible is shown, you'll be responsible for that amount for all Personal Protection Benefits. But, any deductible for Medical Expenses won't apply for emergency medical services given within 72 hours of a covered accident.

Changes In What To Do If You Have A Loss

The What To Do If You Have A Loss section of your policy also applies to No-Fault Protection, and the following is added:

Notice to us. You must tell us within 60 days after an accident that you intend to receive Person Protection benefits. If we both agree, we may extend this period beyond 60 days.

Proof of Personal protection loss. Any protected person must give us a sworn statement of earnings or lack of earnings since a covered accident and for a reasonable time before a covered accident.

Additional Rules For This Agreement

When And Where We Cover

We cover accidents that occur anywhere in the United States of America, its territories or possessions, and Canada while this agreement is in effect.

Recovering Damages From A Third Party

Our right to recover damages from a third party is subject to any limitations of the District Of Columbia No-Fault Motor Vehicle Insurance act of 1982, as amended in 1985.

Assignment Of Your Benefits

A protected person may not assign his or her right to any Personal Protection benefit that is payable in the future.

Non-Duplication Of Benefits

Personal Protection benefits are excess over any benefits that are payable to a protected person under Workers' Compensation or tempo-

rary nonoccupational disability insurance that's required by District of Columbia.

But this won't apply if applicable District of Columbia law considers such disability insurance secondary.

Our Right To Re-Figure Your Premium

The District of Columbia No-Fault Motor Vehicle Act places some limitations on a persons right to sue for damages. If a court judgment voids any of these limitations unenforceable we have the right to refigure your premium.

Other Insurance

Personal Protection benefits are excess over any other insurance, including self-insurance, except for other Personal Protection. No person may recover duplicate Personal Protection Benefits for the same loss. If a protected person is entitled to Personal Protection benefits at the same level of priority under more than one policy, the most that person can receive is the amount that the highest limit would pay.

Priorities for our payments. We'll pay Personal Protection benefits according to the following priority list. Benefits aren't payable by this agreement if another policy that covers a protected person is at a higher priority level than ours.

The company that insures:

1. A protected person as a named insured. When two or more policies cover the protected person, benefits are payable by the insurance company that collects premium on the auto or motorcycle involved in the accident.

2. The auto that a protected person is in or on.

3. Any auto involved in the accident which the named insured is driving when a protected person has no other no-fault benefits available.

If 2 or more policies are at the same priority level, the insurance company first presented with a claim must pay the claim as if it were the only company and share the loss with any other companies afterwards.

©St.Paul Fire and Marine Insurance Co.1987

FLORIDA NO-FAULT AUTO PROTECTION

The St Paul

We've designed this agreement to provide no-fault auto insurance to comply with Florida law.

This agreement provides coverage for covered autos licensed or mainly garaged in Florida.

Table of Contents **Page**

What This Agreement Covers 1

Personal Injury Protection 1
Medical Expenses 2
Loss Of Income 2
Essential Services 2
Death Benefit 2
Limit Of Coverage 2
Who Is Protected By This Agreement 2
Exclusions-Losses Not Covered 2
Other autos you own. 2
Outstate residents. 2
Auto used as a residence. 2
Intentional acts. 2
Committing a felony. 2
Using an auto without permission. 2
Autos owned by someone else. 3
Persons already covered. 3
Limitations On What We'll Pay 3
Workers' compensation. 3
Personal injury protection deductible. 3
Where And When We Cover 3
Options For Your Personal Injury Protection 3
Loss of income excluded. 3
Extended personal injury protection. 3
Added personal injury protection. 3
Named persons. 3
Changes In What To Do If You Have A Loss. 3
Notice of lawsuits. 3
Proof of personal injury protection loss. 3

Changes In General Rules 4
Lawsuits Against Us 4

Additional Rules For This Agreement 4
Reimbursement 4
Our Right To Re-Figure Your Premium 4
Rights To Binding Arbitration 4
Rented Vehicles 5
Other Insurance. 5
Added personal injury protection. 5
Medical payments and Uninsured Motorists. 5
Our Rights To Mediation 5

What This Agreement Covers

No-fault insurance allows the people covered by this agreement to recover directly from us for covered losses resulting from auto accidents. They don't have to go through lawsuits and trials because recovery doesn't depend on who was at fault in the accident.

Auto means a self propelled motor vehicle with at least 4 wheels that's designed and licensed for use on Florida roads. Any trailer that's used with such a motor vehicle is also an auto.

But we won't consider either of the following to be autos:

- a mobile home; or
- an auto that's used in mass transit other than public school transportation, designed to carry more than 5 passengers, and that's owned by any state or local government authority.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Personal Injury Protection

We'll pay for the following kinds of expenses that result when a protected person suffers bodily injury caused by an accident involving an auto:

- Medical expenses;
- Loss of income;
- Essential services;
- Death benefit;

Bodily injury means any physical harm to a person's body, including sickness, disease or death resulting from the harm.

The next sections describe these benefits.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Medical Expenses

We'll pay 80% of all reasonable charges for necessary medical expenses incurred due to bodily injury to any protected person in one accident. For example:

- medical;
- surgical;
- x-ray;
- optical;
- dental; or
- hospital and nursing service.

We'll also pay for non-medical, remedial care and treatment given that follows a recognized religious method of healing.

Loss Of Income

We'll pay 60% of the income each protected person actually loses as a direct result of a covered bodily injury in one accident while the injured protected person is alive and unable to work.

Essential Services

We'll pay for the cost of substituting essential services.

Essential services means those tasks that a protected person would have done without pay, for his or her household if the covered injury hadn't happened. This benefit is payable while the injured protected person is alive, and is unable to do those tasks.

Death Benefit

We'll pay up to $5,000 per person.

Limit Of Coverage

The most we'll pay for all no-fault benefits combined for any one protected person injured in an accident is $10,000. This applies regardless of how many protected persons, policies or bonds, premiums paid, covered autos, or claims are involved.

Who Is Protected By This Agreement

- You, including your spouse if living with you.
- Any family member

Family member means anyone who is related to you by blood, marriage or adoption, including a ward or foster child, who normally lives with you in your household.

- Any other person in a covered auto or a pedestrian struck by a covered auto.

Pedestrian means anyone who isn't in an auto.

In an auto means in or on the auto, getting in or out or off of it.

Covered auto means an auto that you own and are required to maintain security for under the Florida Motor Vehicle No-Fault Law including a trailer. But this doesn't include a mobile home trailer.

Owner of an auto means:

- the legal title holder;
- a person who has leased an auto for at least 6 months, with an option to buy the auto, or has leased an auto for at least 6 months and is legally obligated to provide insurance for it; or
- a debtor who has a security interest in the auto.

Exclusions-Losses Not Covered

Other autos you own. We won't cover injury to you or a family member while in an auto you or any family member own if it's not a covered auto.

Outstate residents. We won't cover injury to a pedestrian struck by a covered auto if the pedestrian isn't a Florida resident. But this exclusion doesn't apply to you or any family member.

Auto used as a residence. We won't cover injury to anyone in an auto that's located for use as a residence or other type of premises.

Intentional acts. We won't cover anyone who has intentionally injured himself or herself.

Committing a felony. We won't cover anyone injured in an accident while they're committing a felony.

Using an auto without permission. We won't cover anyone who is injured while using a

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

covered auto without the reasonable belief that you consented to it's use.

Autos owned by someone else. We won't cover injury to anyone other than you who owns an auto that's required to be secured under the Florida Motor Vehicle No-Fault Law.

Persons already covered. We won't cover injury to anyone other than you or a family member who is entitled to receive personal injury protection benefits from another policy protecting the owner of another auto, other than a covered auto. For example:

Your covered auto is involved in an accident with another auto. Persons riding in that other auto are covered under the owner's no-fault policy. We won't cover injury to those persons. ∴

Limitations On What We'll Pay

Workers' compensation. Our payment for personal injury protection benefits under this agreement will be reduced by any amount paid or required to be paid by any workers compensation law.

Personal injury protection deductible. The Coverage Summary will show if a deductible applies. It will also show if the deductible applies to you only or to you and family members. You will be responsible for the deductible amount which will be subtracted from the total payments to each injured person for each accident. But a deductible doesn't apply to death benefits. If the amount of loss is more than the deductible amount, we'll pay covered benefits over the deductible up to the limit of coverage.

Where And When We Cover

We cover injury that takes place in the United States of America, it's territories or possessions, or Canada while this agreement is in effect.

Options For Your Personal Injury Protection

This section explains options you may have chosen to change your personal injury protection. Only the options shown in the Coverage Summary apply.

Loss of income excluded. If either of the following is shown, loss of income benefits aren't payable to:

- you; or
- you and family members.

Extended personal injury protection. If this is shown, we'll pay 100% of covered medical expenses and 80% of loss of income benefits to you and family members. If you have chosen not to have loss of income benefits, only the extended medical expense benefits will be paid. The total limit of coverage of $10,000 still applies and the other provisions of this agreement remain the same.

But this protection only applies to accidents that happen in the State of Florida unless:

- you or family members are in a covered auto; or
- you are in an auto owned by a family member which is secured as required by the Florida Motor Vehicle No-Fault Law.

Added personal injury protection. If this is shown, we'll pay an additional total limit of coverage for your extended personal injury protection benefits. The most we'll pay is the limit of coverage shown in the Coverage Summary.

Named persons. Any person named in the Coverage Summary will be protected as you are for the personal injury protection benefits shown.

Changes In What To Do If You Have A Loss.

The What To Do If You Have A Loss section of your policy also applies to no-fault protection and the following is added:

Notice of lawsuits. An injured person who is covered by this agreement or that person's legal representative might start a lawsuit against some person or organization to recover damages for bodily injury. Anyone who starts such a lawsuit must, as soon as possible, give us a copy of the legal papers served.

Proof of personal injury protection loss. Any protected person must give us written proof of covered expenses as soon as possible. We may require sworn proof. This must include all available information about the nature and extent of the bodily injury and medical or rehabilitation treatment the

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

protected person has had or expects to have. We may require that person be examined as often as reasonable, by a doctor of our choice. We won't make payments to anyone who is charged with a felony involving the accident unless the charge is dismissed.

Changes In General Rules

The following replaces the Lawsuits Against Us in the General Rules. But only for this agreement.

Lawsuits Against Us

No one can sue us to recover under this policy unless all of its terms have been lived up to, and until 30 days after we've received satisfactory notice and proof of loss.

Additional Rules For This Agreement

Reimbursement

If we pay no-fault benefits and the protected person is also paid from someone else who is responsible, that person must pay us back the amount we have paid except for any legal fees after the injured protected person has been fully paid for a loss. That person must give us any legal papers that may be necessary to establish their rights and ours.

If we pay no-fault benefits to a protected person who is injured while in or struck by a commercial vehicle as defined by Florida Law, we are entitled to reimbursement of that amount from the owner or insurer of the commercial vehicle.

Our Right To Re-Figure Your Premium

Sections 627.730 through 627.7415 of the 1988 Florida Motor Vehicle No-Fault Law puts some limitations on a person's right to sue for damages. The premium for your policy reflects these limitations. If a court judgment declares any of these limitations unenforceable, we have the right to re-figure your premium and the terms of this agreement may be changed.

Rights To Binding Arbitration

Any protected person who has a dispute or disagreement about the payment of personal injury protection benefits with a person or organization who has been assigned the duty of providing medical services or supplies has the right to binding arbitration. This binding arbitration process will take place as Florida law provides under Chapter 682 of Florida Insurance laws. The prevailing party in this binding arbitration process will be responsible for paying attorney's fees and related costs.

The prevailing party is determined as follows:

- The person making the claim is the prevailing party when the amount of personal injury protection benefits determined by arbitration exceeds the sum of the amount offered by us at arbitration plus 50% of the difference between the amount of the claim asserted by the claimant at arbitration and the amount offered by us at arbitration.
- We are the prevailing party when the amount of personal injury protection benefits determined by arbitration is less than the sum of the amount offered by us at arbitration plus 50% of the difference between the amount of the claim asserted by the claimant at arbitration and the amount offered by the insurer at arbitration.

If neither bullet above applies, there is no prevailing party. The amount of the offer or claim at arbitration is the amount of the last written offer or claim made at least 30 days prior to the arbitration.

In the demand for arbitration, the party requesting arbitration must include a statement specifically identifying the issues for arbitration for each examination or treatment in dispute. The other party must issue a statement specifying any other examinations or treatment and any other issues that it intends to raise in the arbitration. The parties may change their statements up to 30 days prior to arbitration, provided that arbitration will be limited to those identified issues and neither party may add additional issues during arbitration.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Rented Vehicles

Insurance covering the owners of rented or leased vehicles will be primary for persons injured while in or struck by those vehicles unless the following is clearly stated, and written in at least 10 point type, on the rental agreement itself:

"The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by sections 627.736 of Florida Statutes."

Other Insurance.

A protected person can't recover more than once for any loss that's payable under this and other similar insurance, including self-insurance. The most that person can receive is the amount that the highest limit would pay. We'll pay only our share of the loss. Our share is the same proportion of the loss that our limit of coverage is of the total of all available policy limits.

Added personal injury protection. Any additional benefits payable under optional Added Personal Injury Protection will be excess over basic personal injury protection benefits.

Medical payments and Uninsured Motorists. Any medical payments protection or uninsured motorists protection that's provided by this policy will be excess over personal injury protection, extended personal injury protection, or added personal injury protection benefits provided by this agreement.

Any auto medical payments protection in this policy will also be used to pay the difference between the 80% of medical expenses that may be payable under your personal injury protection and 100% of these expenses, less any deductible.

Our Rights To Mediation

If you and we disagree over a claim you have filed with us, either of us may choose to go through a process of mediation before any lawsuit is begun to settle the matter. This applies if the disagreement is over a claim involving any of the following:

- bodily injury involving an amount of $10,000 or less;
- property damage in any amount from owning, maintaining or using autos; or
- loss to a covered auto or its equipment in amount.

Either you or we may make a written request for this procedure. Such request must be made to the Florida Department of Insurance on their request form. They will provide the form.

The request must state why mediation is requested, and the issues that are in dispute.

The Florida Department of Insurance will randomly select mediators. You and we may each reject one mediator who has been selected. The mediator will set up a mediation conference, and notify you and us of the date, time and place. This must, however, take place within 45 days of the request for mediation. The conference may be held by telephone. Everyone who participates in this conference must have the authority to act on behalf of whom they represent. They must also act in the best interests of their party, and act in good faith.

We will split the cost of mediation, unless the mediator determines that one of us was not acting in good faith.

Only one mediation can be requested for each claim unless all parties agree to further mediation. After a lawsuit is filed, no mediation can take place that relates to the same facts in dispute in that lawsuit.

This mediation proceeding will be considered informal. Rules relating to the introduction of evidence and other civil procedure will not be enforced.

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

KANSAS NO-FAULT AUTO PROTECTION

The St Paul

We've designed this agreement to provide no-fault auto insurance to comply with Kansas law.

This agreement provides coverage for covered autos licensed or mainly garaged in Kansas.

Table of Contents

	Page
What This Agreement Covers	1
Personal Protection	1
Medical expenses	1
Rehabilitation Expenses	2
Funeral expenses	2
Loss of Income	2
Essential Services	2
Survivors' Benefits	2
Survivors loss of support.	2
Survivors loss of services.	2
Limitations On What We'll Pay	3
Workers' compensation.	3
Who Is Protected	3
Exclusions-Losses Not Covered For Personal Protection	3
Other autos you own.	3
Unauthorized use.	3
Intentional acts.	3
Injury from garage business.	3
Loading or unloading an auto.	3
Other autos required to be secured.	3
Outstate residents.	3
When This Agreement Covers	3
Where This Agreement Covers	3
Options For Your Personal Protection	3
Added personal protection.	3
Named persons.	3
Changes In What To Do If You Have A Loss	4
Proof of personal protection loss.	4
Notice of lawsuits.	4
Changes in the General Rules	4
Additional Rules For This Agreement	4
Overdue payments.	4
Other Insurance	4
Priorities for payments of benefits.	4
Auto medical payments.	4
Compliance to law.	4

What This Agreement Covers

No-fault insurance allows the people covered by this agreement to recover directly from us for covered losses resulting from auto accidents. They don't have to go through lawsuits and trials because recovery doesn't depend on who was at fault in the accident.

Auto means any self propelled vehicle that's required to be registered with the state of Kansas. This includes any trailer that's used with the vehicle. But we won't consider a motorized bicycle to be an auto.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Personal Protection

We'll pay for the following kinds of expenses that result when a protected person suffers bodily injury caused by an accident involving an auto:

- Medical expenses;
- Rehabilitation expenses;
- Funeral expenses;
- Loss of income;
- Essential services; and
- Survivors benefits.

Bodily injury means any physical harm to a person's body, including sickness, disease or death resulting from the harm.

The next sections describe these benefits.

Medical expenses

We'll pay up to $4,500 to each protected person injured in one accident for all reasonable charges for necessary medical expenses incurred due to bodily injury. For example:

- medical;

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

- surgical;
- x-ray;
- optical;
- psychiatric;
- dental; or
- ambulance service.

We'll also pay for non-medical, remedial care, and treatment given that follows a recognized religious method of healing.

Rehabilitation Expenses

We'll pay up to $4,500 for reasonable charges incurred for rehabilitation treatment, psychiatric services or occupational therapy for each protected person injured in one accident to enable the person to return to suitable employment.

Funeral expenses

We'll pay up to $2,000 per person for reasonable charges incurred for funeral services, burial, and cremation.

Loss of Income

We'll pay 85% of the loss of gross income to each protected person injured in one accident. Any other part of gross income subject to federal income tax will be subtracted. But the most we'll pay per month is $900. We'll pay this benefit for up to 1 year after the injured protected person first becomes unable to work.

Loss of income means the amount of monthly earnings that an injured protected person actually loses while alive due to a covered bodily injury.

Monthly earnings means 1/12 of the yearly amount a protected person was earning when injured. If the person wasn't employed at the time of an accident, but was employed before, monthly earnings mean the 1/12 of the amount that the person could have expected to earn in one year. To determine this amount, we'll take the average yearly income for up to 5 years before the accident.

In some cases, an injured protected person who dies from covered injury was receiving Social Security Benefits, retirement, or similar benefits. If so, to figure Survivors' Benefits, we'll consider monthly earnings to be 1/12 of the difference between the annual amount the deceased protected person was receiving from these benefits and the annual amount the survivor was receiving from these benefits.

Essential Services

We'll also pay up to $25 per day for the cost of substituting essential services for each protected person injured in one accident. We'll pay this benefit for up to 365 days after the date the expenses are first incurred.

Essential services means those tasks that a protected person would have done without pay for his or her household.

Survivors' Benefits

If an injured protected person dies as a result of the covered accident, survivors can receive either or both of the following two benefits:

1. Survivors loss of support; and
2. Survivors loss of services.

Survivor means a spouse or child under age 18 who was dependent on the protected person for support at the time of the protected person's death.

Survivors loss of support. We'll pay up to $900 per month for income that all survivors would have received from the protected person for support.

Survivors loss of services. We'll pay up to $25 per day for the cost of substituting essential services the protected person would have done without pay for survivors.

These benefits will be reduced by the amount of any expenses of the survivors which have been avoided by reason of the protected person's death.

Survivors benefits will continue for 1 year after the protected person dies. But we'll subtract any amount of time that the protected person was receiving loss of income benefits before he or she died.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Limitations On What We'll Pay

Workers' compensation. Our payment of loss for personal protection under this agreement will be reduced by any amount paid or required to be paid by workers' compensation.

Who Is Protected

- You and any relative injured in or struck by any auto.
- Anyone else injured in a covered auto.
- Any pedestrian struck by a covered auto

Relative means your spouse and any other person who lives with you and is related to you by blood, marriage, or adoption. A relative also includes a ward or foster child in your household. Relatives are covered even if they're temporarily living somewhere else.

Pedestrian means anyone who's not in an auto.

In an auto means in or on the auto, getting into, out of, or off of it.

Covered auto means an auto you own, that is covered by this policy's auto liability protection, and is required to be secured by the Kansas Automobile Injury Reparations Act.

Exclusions-Losses Not Covered For Personal Protection

Other autos you own. We won't cover injury to you or a relative while in an auto you own if it's not a covered auto.

Unauthorized use. We won't cover injury to anyone who's injured while using a covered auto without a reasonable belief that you consented to it's use.

Intentional acts. We won't cover anyone who has intentionally injured himself or herself or who has intentionally taken any auto without permission of the owner.

Injury from garage business. We won't cover injury to anyone that results from the business of selling, repairing, storing, servicing or parking autos. But this doesn't apply to accidents that happen away from business locations.

Loading or unloading an auto. We won't cover injury to anyone who's injured while loading or unloading an auto. But this doesn't apply to anyone while in an auto.

Other autos required to be secured. We won't cover someone other than you who is injured while in or struck by an auto that's secured under the Kansas Automobile Injury Reparations Act. But this exclusion doesn't apply to a covered auto. We also won't cover injury to any person other than you who owns an auto that's subject to the same act.

Outstate residents. We won't cover injury to a pedestrian other than you or a relative who's not a resident of Kansas.

When This Agreement Covers

We'll pay no-fault benefits under this agreement for covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll cover damages only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Canada, and Puerto Rico. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Options For Your Personal Protection

Added personal protection. You may have chosen to increase the limit of coverage for your personal protection benefits. If so, the limits of coverage shown in the Coverage Summary will replace those shown in this agreement. But these increased limits will only apply to you and relatives.

The Other autos required to be secured exclusion doesn't apply to added personal protection. All other provisions of this agreement remain the same.

Named persons. Any person named in the Coverage Summary will be protected as you are for the personal protection benefits shown.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Changes In What To Do If You Have A Loss

The What To Do If You Have A Loss section of your policy also applies to no-fault protection, and the following is added:

Proof of personal protection loss. A protected person must give us written proof of covered expenses as soon as possible. Claims for personal protection benefits submitted after 2 years from the date injury occurs won't be eligible for payment. We may require sworn proof. This must include all available information about the nature and extent of the bodily injury, loss of income, and medical treatment the injured person has had or expects to have. We may require that the injured person be examined as often as reasonable, by a doctor of our choice.

Notice of lawsuits. An injured person who is covered by this agreement or that person's legal representative might start a lawsuit against some person or organization to recover damages for bodily injury. Anyone who starts such a lawsuit must, as soon as possible, give us a copy of the legal papers served.

Changes in the General Rules

The following is added to the Recovering Damages From a Third Party section of the General Rules. But only for this agreement.

If we pay no-fault benefits and the protected person is paid from someone else who is responsible, we have the right to recover the amount we have paid from the protected person. If the protected person is paid by someone else before our personal protection payments are completed, any amount recovered which is in excess of what we have already paid will be credited against any future payments by us.

A protected person who fails to exercise their right to recover damages from a responsible third party within 18 months after injury occurs automatically gives us the right to recover from that party. We may then enforce these rights of recovery as if they were our own.

If we do recover damages from a third party, what we'll receive will be reduced by any negligence on the part of the protected person. The courts may also determine how any court costs and attorneys' fees will be shared by the protected person and us.

Additional Rules For This Agreement

Overdue payments. We'll pay personal protection benefits within 30 days after we receive satisfactory proof of loss. We'll pay part of the total claim if supported by acceptable proof of loss. If we don t make these payments, they will be considered overdue. We'll pay interest at the rate of 18% per year on any overdue payments, except that loss of income payments won't be paid more often than every two weeks.

Other Insurance

A person can't recover more than once for any loss under this or any similar coverage. If other personal protection benefits are available to a protected person, the most the injured person can collect is the amount payable by the policy with the highest limit of coverage.

Priorities for payments of benefits. We'll pay personal protection benefits according to the following priority list. Benefits aren't payable by this agreement if another policy that covers a protected person is at a higher priority level than ours.

The company that insures:

1. an auto owned by the injured protected person;
2. the auto that the injured protected person was in or struck by; and
3. a covered auto for injury to a relative while in or struck by any auto outside the state of Kansas, who's not a named insured under any other policy.

Auto medical payments. Any payment that we make under Auto Medical Payments Protection will be excess over any personal protection benefits available to an injured protected person.

Compliance to law. This agreement is intended to comply with the conditions of the Kansas Automobile Injury Reparations Act. We'll provide coverage to meet those requirements.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

MARYLAND NO-FAULT AUTO PROTECTION

The St Paul

We've designed this agreement to provide No-Fault Auto Insurance to comply with Maryland law.

Table of Contents **Page**

What This Agreement Covers 1

Personal Protection 1
Medical Expenses 1
Loss Of Income 1
Essential Services 2
Limit Of Coverage For Personal Protection 2
Limitations On What We'll Pay 2
Other benefits. 2
Who Is Protected Under This Agreement 2
Exclusions-Losses Not Covered 2
Other autos. 2
Other owned autos. 2
Autos rented or borrowed from you. 2
Intentional acts. 2
Motorcycles. 2
Stolen autos. 2
Committing a felony. 2
Pedestrians outside Maryland. 2
War. 3
Nuclear energy. 3
If waiver applies, all drivers listed. 3

Changes In What To Do If You Have A Loss 3
Proof of personal protection loss. 3
Prompt payment of personal protection claims. 3

Other Rules For This Agreement 3
When And Where We Cover 3
Other Insurance 3
Auto medical payments. 3

What This Agreement Covers

No-Fault insurance allows the people covered by this agreement to recover directly from us for covered losses resulting from auto accidents. They don't have to go through lawsuits and trials because recovery doesn't depend on who was at fault in the accident.

Auto means an automobile and any other vehicle, including a trailer, that's designed for use on public roads. But not vehicles that are powered by people or animals.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Personal Protection

We'll pay for the following kinds of expenses that result when a protected person suffers bodily injury caused by an accident involving an auto:

- Medical expenses;
- Loss of income;
- Essential services.

Bodily injury means any physical harm to a person's body, including sickness, disease or death resulting from the harm.

The next sections describe these benefits.

Medical Expenses

All reasonable charges for necessary medical expenses due to bodily injury incurred within 3 years after the accident. For example:

- medical;
- surgical;
- x-ray;
- optical;
- dental; or
- funeral, burial, or cremation services.

Loss Of Income

We'll pay this benefit to each injured protected person who was earning or producing income at the time of the accident.

We'll pay this benefit for up to 3 years after the accident.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Loss of income means 85% of the amount of salary, wages, tips, commissions, or other earnings that are actually lost due to a covered injury. This loss of income may have been from employment, business services managed or performed, or a farm that you own or are a partner in owning. If the income lost was not money, but was property or a service, we'll determine it's reasonable value in order to compute what we'll pay.

Essential Services

We'll pay for the cost of substituting essential services for each injured protected person who wasn't earning or producing income at the time of the accident. This benefit is payable to anyone other than a member of your household.

We'll pay this benefit for up to 3 years after the accident happens.

Essential services mean those tasks done that a protected person would have done without pay for the care of themselves or their dependents.

Limit Of Coverage For Personal Protection

The most we'll pay is $2500 to each protected person injured in one accident for all Personal Protection benefits combined. This limit applies regardless of the number of protected persons that are involved, policies or bonds that apply, claims that are made, premiums that are paid, or covered autos that this agreement applies to.

Limitations On What We'll Pay

Other benefits. Our payment of loss for Personal Protection will be reduced by any amount paid to a protected person under any Workmen's Compensation law for the same benefit.

Who Is Protected Under This Agreement

- You
- Family members

Family member means any person who lives with you and is related to you by blood, marriage or adoption. A family member also includes a child who is temporarily living away at school, or in military service if that child is single and still is your dependent.

- Anyone else in or struck by a covered auto.

In an auto means in or on the auto, getting into, out of, or off of it.

Covered auto means an auto that you own and is a covered auto under this policy's Auto Liability Protection.

Exclusions-Losses Not Covered

Other autos. We won't cover injury to anyone other than you or a family member in or struck by any auto that's not a covered auto, when the injured person is covered under someone else's Maryland No-Fault Insurance required by law.

Other owned autos. We won't cover injury to you or a family member while in or struck by an auto you or the family member owns if it's not a covered auto.

Autos rented or borrowed from you. We won't cover injury to anyone while in an auto you own which is rented or borrowed from you for use as a replacement vehicle for a vehicle not in use if the vehicle not in use has the coverage required under Section 19-506 of the Insurance Article in effect.

This exclusion applies only if the agreement is used with Garagekeepers Liability Protection.

Replacement vehicle means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by your customer is not in use because of its breakdown, repair, servicing, or damage.

Intentional acts. We won't cover injury to anyone who has intentionally caused an accident.

Motorcycles. We won't cover anyone injured while driving or riding on a motorcycle.

Stolen autos. We won't cover injury to anyone who is driving or voluntarily riding in an auto that they know is stolen.

Committing a felony. We won't cover anyone who is injured while committing a felony or trying to escape from a police officer.

Pedestrians outside Maryland. We won't cover injury to any pedestrian who isn't a resident of Maryland, if struck by an auto outside Maryland.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

War. We won't cover injury that is a result of war, declared or undeclared, invasion, civil war, rebellion or revolution.

Nuclear energy. We won't cover injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.

If waiver applies, all drivers listed. You may have signed a waiver of Personal Protection benefits. This waiver is offered through a separate form. If so, we won't cover injury to any driver listed on that form.

If you are an individual, you, any family members who are 16 years old or older, and anyone else named on the waiver form as a driver of a covered auto are not covered for Personal Protection benefits. .pa

Changes In What To Do If You Have A Loss

The What To Do If You Have A Loss section of your policy also applies to No-Fault Protection, and the following is added:

Proof of personal protection loss. A protected person must give us written proof of covered expenses as soon as possible, but not later than 12 months after the date the accident happened. We may require sworn proof. This must include all available information about the nature and extent of the bodily injury, loss of income, and medical treatment the injured person has had or will have. We may require that the injured person be examined as often as reasonable, by a doctor of our choice.

We'll provide the forms for this written proof within 15 days after we're told of the accident.

The protected person or their representative must also authorize us to obtain any medical records or records pertaining to income that we may need to determine what is payable.

If an injured protected person who received Medical Expense benefits for a covered bodily injury has a recurrence, that person must again give us medical proof of the recurrence.

Prompt payment of personal protection claims. We'll pay Personal Protection claims within 30 days after we receive satisfactory written proof of loss.

Other Rules For This Agreement

When And Where We Cover

No-fault applies anywhere in the United States of America, it's territories or possessions, and Canada while this agreement is in effect.

Other Insurance

You or a family member may be injured in or struck by an auto that's not insured as Maryland law requires. If so, and:

- there is no other collectible no-fault insurance that applies to the auto, the amount we'll pay will be reduced by amounts payable under any applicable medical payments or disability benefits that apply to that auto; or
- there is other collectible no-fault insurance covering the same loss, the most that you or a family member can receive is what the highest limit of any one policy would pay. And that limit will be reduced by any amounts payable under collectible medical payments or disability benefits that also apply to that auto. But that limit won't be reduced by Uninsured Motorist insurance or the Maryland Unsatisfied Claim And Judgement Fund.

In any case, the most we'll pay is our share of the loss. Our share is the same proportion of the loss that our limit of coverage is of the total of all available policy limits.

Auto medical payments. Any payment that we make under Auto Medical Payments Protection will be excess over Personal Protection benefits.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

We've designed this agreement to provide No-Fault Auto Insurance to comply with Utah law.

This agreement provides coverage for covered autos licensed or mainly garaged in Utah.

Table of Contents

	Page
What This Agreement Covers	1
Personal Protection	1
Medical Expenses	2
Funeral Expenses	2
Loss of Income and Essential Services	2
Survivors' benefits	2
Limits Of Coverage	2
Limitations on what we'll pay.	2
Who Is Protected	2
Individual.	2
Anyone else in a covered auto with your permission.	2
Any pedestrian struck by a covered auto.	3
Anyone else injured in any auto driven by you or a family member.	3
Exclusions-Losses Not Covered For Personal Protection	3
Other autos.	3
Pedestrians outside Utah.	3
Using an auto without permission.	3
Intentional acts.	3
Committing a felony.	3
Auto used as a residence.	3
War.	3
Nuclear energy.	3
When This Agreement Covers	3
Where This Agreement Covers	3
Options for your Personal Protection	3
Increased limit of coverage.	3
Exclusion of loss of income benefits.	3
Named Persons.	4
Changes In What To Do If You Have A Loss	4
Proof of personal protection loss.	4
Notice of lawsuits.	4
Additional Rules For This Agreement	4
Trust Agreement	4
Our Right To Re-Figure Your Premium	4
Other Insurance	4
Auto medical payments protection.	4

What This Agreement Covers

No-Fault insurance allows the people covered by this agreement to recover directly from us for covered losses resulting from auto accidents. They don't have to go through lawsuits and trials because recovery doesn't depend on who was at fault in the accident.

Auto means any self propelled vehicle that's designed for use on a highway. This includes trailers and semi-trailers that are designed to be used with these vehicles. But we won't consider any of the following to be autos:

- traction engines;
- road rollers;
- farm tractors;
- tractor cranes;
- power shovels;
- well drillers; and
- all vehicles driven by electric power from overhead wires but not driven on rails.

Also, Personal Protection benefits don't apply to motorcycles, trailers, and semitrailers.

Accident means any event that results in bodily injury that the protected person didn't expect or intend to happen.

Personal Protection

We'll pay for the following kinds of expenses that result when a protected person suffers bodily injury caused by an accident involving an auto:

- Medical Expenses;
- Funeral Expenses;
- Loss of income and essential services;
- Survivors benefits.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Bodily injury means any physical harm to a person's body, including sickness, disease or death resulting from the harm.

The next sections describe these benefits.

Medical Expenses

We'll pay up to $3,000 to each protected person injured in one accident for all reasonable charges for necessary medical expenses incurred due to bodily injury. For example:

- medical;
- surgical;
- x-ray;
- optical;
- dental;
- rehabilitative services; or
- ambulance service.

We'll also pay for non-medical, remedial care and treatment given that follows a recognized religious method of healing.

But we won't pay more for a hospital room than the customary charges for a semi-private room unless the injured person needs special or intensive care.

Funeral Expenses

We'll pay up to $1500 per person for reasonable charges incurred for funeral, burial, and cremation services.

Loss of Income and Essential Services

We'll pay 85% of the loss of gross income to each protected person injured in one accident. But the most we'll pay per week is $250. We'll also pay up to $20 per day for the cost of substituting essential services. These benefits will begin 3 days after the date the loss of income and earning capacity resulted from the bodily injury, and will continue for up to 365 consecutive days while the injured protected person is alive. The 3 day waiting period won't apply if the period of disability is for more than two consecutive weeks from the date of the accident.

Loss of income means the amount of salary, wages, or earning capacity that is actually lost due to a covered bodily injury.

Essential services means those tasks that a protected person would have done without pay for his or her household.

Survivors' Benefits

We'll pay $3000 to the natural person heirs of each injured protected person who dies from a covered bodily injury.

Limits Of Coverage

The limits of coverage for each Personal Protection benefit are shown in the section describing the benefit, or in the Optional No-Fault Coverage Summary. These limits fix the most we'll pay per person regardless of the number of protected persons, policies or bonds that apply, claims made, premiums paid or covered autos involved in an accident.

Limitations on what we'll pay. Our payment of loss for Personal Protection under this agreement will be reduced by any amount paid or payable by:

- Workers' Compensation; or
- any branch of the United States Military Service.

Who Is Protected

Individual. You and any family member are protected under this agreement. But this doesn't apply if you or the family member is injured in an accident which involved the use of an auto you or the family member owns, but is not a covered auto.

Family member means any person who lives with you and is related to you by blood, marriage or adoption. A family member also includes a ward or foster child in your household. Family members are covered even if they're temporarily living somewhere else.

Anyone else in a covered auto with your permission. Anyone who is in a covered auto with your permission is protected. But we won't consider your customers to be protected if your business is shown in the Coverage Summary as a rental company.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

However, if a customer of yours has no other valid and collectible insurance, they are a protected person, but only up to $65,000 for each accident which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

Any pedestrian struck by a covered auto. Any pedestrian who is struck by a covered auto is protected.

Anyone else injured in any auto driven by you or a family member. Anyone else injured in any auto that's driven by you or a family member is protected. But this doesn't include an auto that transports people for hire.

Pedestrian means anyone who's not in an auto.

In an auto means in or on the auto, getting into, out of, or off of it.

A *Covered auto* is an auto that is a covered auto under this policy's Auto Liability Protection and for which you are required to maintain security under the "Financial Responsibility of Motor Vehicle Owners and Operators Act."

Exclusions-Losses Not Covered For Personal Protection

Other autos. We won't cover injury to you or a family member while in an auto that person owns or regularly uses if that auto is not a covered auto.

Pedestrians outside Utah. We won't cover injury to any pedestrian who is injured in an accident which occurs outside the state of Utah. But this exclusion doesn't apply to you or any family member if you are shown in the Introduction as an individual.

Using an auto without permission. We won't cover injury to anyone who is injured when using a covered auto without a reasonable belief that you consented to it's use, or when the auto is stolen.

Intentional acts. We won't cover anyone who has intentionally injured himself or herself.

Committing a felony. We won't cover anyone who is injured while committing a felony.

Auto used as a residence. We won't cover anyone who is injured while in or by an auto that's located for use as a residence or other type of premises.

War. We won't cover injury that is a result of war, declared or undeclared, invasion, civil war, rebellion or revolution.

Nuclear energy. We won't cover injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.

When This Agreement Covers

We'll apply this agreement covered bodily injury while this agreement is in effect.

Where This Agreement Covers

We'll apply this agreement only in the coverage territory for covered bodily injury that's caused by accidents which happen there.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada.

Options for your Personal Protection

Increased limit of coverage. You may have chosen to increase the limit of coverage for Medical Expense and Loss of Income benefits. If so, the Limits of Coverage shown in the Optional No-Fault Coverage Summary will replace those shown in this agreement. But these increased limits will only apply to you and family members.

Exclusion of loss of income benefits. You may have chosen to have any Loss of Income benefits excluded for you and your spouse. This option is only available if you or your spouse have not received, during the 31 days prior to our issuing this policy, any earned income from wages from regular employment, and if none is anticipated for

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

at least the next 180 days. The Optional No-Fault Coverage Summary will show if you have chosen this option.

Named Persons. Any person named in the Optional No-Fault Coverage Summary will be protected as you are for the Personal Protection benefits shown.

Changes In What To Do If You Have A Loss

The What To Do If You Have A Loss section of your policy also applies to No-Fault Protection, and the following is added:

Proof of personal protection loss. A protected person must give us written proof of covered expenses as soon as possible. We may require sworn proof. This must include all available information about the nature and extent of the Bodily injury, loss of income, and medical treatment the injured person has had or expects to have. We may require that the injured person be examined as often as reasonable, by a doctor of our choice.

Notice of lawsuits. An injured person who is covered by this agreement or that person's legal representative might start a lawsuit against some person or organization to recover damages for bodily injury. Anyone who starts such a lawsuit must, as soon as possible, give us a copy of the legal papers served.

Additional Rules For This Agreement

Trust Agreement

We may pay no-fault benefits and the protected person is also paid from someone else who is responsible. If so, that person must hold this money in trust for us and pay us back the amount we have paid after the injured protected person has been fully paid for a loss. We have a right to this money, to the extent that we have paid a protected person. That person must do everything reasonable to preserve such right. The person must also give us any legal papers that may be necessary to establish their rights and ours.

Our Right To Re-Figure Your Premium

Utah Law puts some limitations on a person's right to sue for damages. The premium for your policy reflects these limitations. If a final court judgment declares any of these limitations unenforceable, we have the right to re-figure your premium, or change the terms of this agreement.

Other Insurance

This agreement provides primary protection for a protected person while using a covered auto.

But a person can't recover more than once for the same loss under this or any similar coverage. If other insurance is available to a person in or struck by a covered auto, the most an injured person can receive is what the coverage with the highest limit would pay. We'll pay only our share of the loss. We'll pay the same proportion of the loss that our limit of coverage is of the total of all available policy limits.

Otherwise this agreement is excess over any other similar insurance benefits available.

Auto medical payments protection. Any payment that we make under Auto Medical Payments Protection will be excess over any Personal Protection benefits available to an injured protected person.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

AUTO MEDICAL PAYMENTS PROTECTION

The St Paul

We've designed this agreement to protect against certain medical expenses resulting from bodily injury in an accident, even if no legal liability is involved. Of course, there are some limitations which are explained later in this agreement.

Table of Contents **Page**

What This Agreement Covers 1

Which Autos Are Covered 2

Who Is Protected Under This Agreement 3

When This Agreement Covers 3

Where This Agreement Covers 4
Limit Of Coverage 4

Exclusions - What This Agreement Won't Cover 4
Change in General Rules 4

Other Insurance 4

What This Agreement Covers

We'll pay the reasonable costs of necessary medical services for a protected person who suffers bodily injury in an accident while in or while a pedestrian when struck by a covered auto. If the injury results in death, we'll also pay the reasonable costs of funeral services. But we'll only pay costs for services provided that are reported to us within three years following the date of the accident.

Protected person means any person or organization who qualifies as a protected person under the Who Is Protected Under This Agreement section.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

Accident includes continuous or repeated exposure to the same conditions.

Covered auto means the type or types of autos shown in the Coverage Summary and described in the Which Autos Are Covered section.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes:

- any permanently attached machinery or equipment; and
- any mobile equipment only while it's being carried or towed by a covered auto.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises you own, rent, or lease;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle not described above that's kept primarily for purposes other than carrying people or cargo. But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or
- has permanently attached equipment designed for snow removal, street

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any grader, scraper, roller and power crane, shovel, loader, digger, or drill.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator, or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

In an auto includes on the auto, getting in or out or off of it.

Which Autos Are Covered

The Coverage Summary shows and the information in this section describes the type or types of autos which are covered autos.

Any auto means any owned, rented, leased or borrowed auto. It includes hired, nonowned, newly acquired, replacement, and temporary substitute autos.

Owned commercial autos means any auto you own that isn't of the private passenger type. It includes any trailer or semi-trailer while attached to that auto. It also includes:

- newly acquired autos of the same type;
- replacement autos of the same type; and
- temporary substitute autos.

Owned private passenger autos means any auto you own that's of the private passenger type. It includes any trailer while attached to that auto. It also includes:

- newly acquired autos of the same type;
- replacement autos of the same type; and
- temporary substitute autos.

Scheduled autos means any auto you own that's described in the Auto Schedule. It includes any nonowned trailer while attached to a scheduled auto. It also includes:

- newly acquired autos, but only if we cover all of your owned autos and you tell us within 30 days after you acquire such autos that you want us to cover them;
- replacement autos if you tell us within 30 days after you acquire such autos that you want us to cover them; and
- temporary substitute autos.

Hired autos means any auto that you hire, rent, lease or borrow from others, other than your employees or members of their households. We'll consider any auto that you lease for a period of 6 months or more to be an auto that you own.

Nonowned autos means any auto that:

- you don't own, hire, rent, lease or borrow; and
- is used in the conduct of your business. It includes autos owned by your employees or partners or members of their households. But only while such autos are being used in the conduct of your business.

Newly acquired autos means any additional auto that you acquire while this agreement is in effect. We'll provide the same limit of coverage, and deductible, if any, to such autos as you have on similar types of autos, unless you tell us differently.

Replacement autos means any auto that replaces a covered auto. We'll provide the same limit of coverage, and deductible, if any, to such autos as you have for the covered auto being replaced, unless you tell us differently.

Temporary substitute autos means any auto not owned by you while it's being used, with permission of its owner, as a temporary substitute for a covered auto you own which can't be used because it:

- has broken down;
- has been damaged, destroyed, or stolen; or
- is being repaired or serviced.

Private passenger type means ordinary private passenger cars, station wagons, pick-ups, and vans.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Who Is Protected Under This Agreement

Individual. If you are named in the Introduction as an individual, you and your spouse are protected persons for the use of a covered auto.

Partnership or joint venture. If you are named in the Introduction as a partnership or joint venture, you are a protected person for the use of a covered auto. Also, your partners or co-venturers and their spouses are protected persons. But only for the use of a covered auto.

However, no person or organization is a protected person for the conduct of any current or past partnership or joint venture that's not named in the Introduction.

Corporation or other organization. If you are named in the Introduction as a corporation or other organization, you are a protected person for the use of a covered auto. Also, your executive officers and directors are protected persons. But only for the use of a covered auto. Also, your stockholders are protected persons, but only for their liability as your stockholders.

Any permitted user. Any person or organization to whom you've given permission to use a covered auto you own, rent, lease, hire, or borrow is a protected person.

Anyone else in a covered auto. Anyone else in a covered auto is protected. Anyone is also protected in a temporary substitute for a covered auto that's out of service because:

- it was lost or destroyed;
- it broke down; or
- it's being serviced or repaired.

However, we won't consider the following to be a protected person:

- The owner or anyone else from whom you rent, lease, hire or borrow a covered auto unless that auto is a trailer that's connected to a covered auto you own.
- An employee of yours or a member of an employee's household if the covered auto is owned by that employee or member of that employee's household.
- Anyone using a covered auto while working in the business of selling, servicing, repairing, storing, or parking autos, unless the business is yours.
- Anyone other than your employees, partners, lessee or borrower or any of their employees while loading or unloading a covered auto.

Anyone legally responsible for the actions of a protected person. Any person or organization who is legally responsible for the actions of a protected person described above is also a protected person for the use of a covered auto. For example:

An employee who works for another company borrows a covered auto from you. That person causes an accident which results in covered bodily injury. We'll consider you, that employee, and the other company that employs the other person to be protected persons.

But we won't consider the owner or anyone else from whom you rent, lease, hire, or borrow a covered auto to be a protected person unless it's a trailer that's connected to a covered auto you own.

Separation of protected persons. We'll apply this agreement:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limit of coverage shown in the Coverage Summary is shared by all protected persons. We explain how in the Limit Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

When This Agreement Covers

We'll apply this agreement to claims or suits for covered bodily injury whenever they are made or brought.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

Where This Agreement Covers

We'll defend claims and suits, and pay judgments and settlements only in the coverage territory for covered bodily injury that's caused by accidents that happen in the coverage territory.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico, and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

Limit Of Coverage

The medical payments limit shown in the Coverage Summary is the most we'll pay for medical and funeral expenses for each protected person as a result of bodily injury suffered in any one accident. The limit applies no matter how many protected persons or covered autos are involved or how many claims are made or premiums are paid.

We'll consider all bodily injury caused by continuous or repeated exposure to basically the same conditions to be the result of one accident.

Exclusions - What This Agreement Won't Cover

Auto-related businesses. We won't cover a protected person who is injured while he or she is working in a business of selling, servicing, repairing, storing, or parking autos unless the business is yours.

Autos that are premises. We won't pay for injury to any protected person while he or she is in an auto that is located for use as a residence or a place of business, or other similar purpose. For example, you're not covered if you injure yourself while leaving a trailer where you live.

Bodily injury. We won't cover bodily injury to any person.

Other autos. We won't cover you or a member of your family who is injured in or hit by an auto that belongs to, is furnished to, or is available for the regular use of you or any family member if that auto is not a covered auto.

Nuclear energy. We won't cover injury resulting from radioactive, toxic, explosive, or other hazardous properties of nuclear material.

Unauthorized use. We won't cover a person who is injured while using an auto that he or she does not have permission to use.

War. We won't cover a person who is injured as a result of war, declared or undeclared, invasion, civil war, rebellion, or revolution.

Your employees. We won't cover any of your employees who are injured while they are working for you. There is one exception. We'll cover medical payments claims resulting from injuries to an employee who is a domestic worker, if not entitled to workers' compensation.

Change in General Rules

The General Rule on Recovering Damages From A Third Party does not apply to this agreement.

Other Insurance

This agreement is primary insurance for covered autos you own and excess insurance for those you don't own. Excess insurance applies after other collectible insurance has been used up.

Insurance provided by another insurer. When insurance provided by another insurer applies to covered medical services that result from an accident on the same primary or excess basis as this agreement, we'll pay only our share of the services. We'll pay the same proportion of such services that our limit is to the total of all applicable policy limits. But we won't pay more than our limit.

Insurance provided under another policy with us or any of our member insurance companies. When this agreement and other insurance contained in a policy from us or another member insurance company of The St. Paul Group both apply to the same accident, the most we will pay is the highest limit of coverage that applies under any one policy. When the other insurance written by us or the member insurance company is intended

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

to be excess over this agreement, this section does not apply.

©St.Paul Fire and Marine Insurance Co.1999 All Rights Reserved

AUTO PHYSICAL DAMAGE PROTECTION

The St Paul

This insuring agreement provides physical damage protection for covered autos. There are, of course, limitations and exclusions which apply to that protection. As a result, this agreement should be read carefully to determine the extent of the coverage provided to you.

Table of Contents **Page**

What This Agreement Covers 1
- Comprehensive coverage. 1
- Collision coverage. 1
- Specified causes of loss coverage. 2
- Towing. 2
- Transportation expenses. 2

Which Autos Are Covered 2
- Owned commercial autos 2
- Owned private passenger autos 2
- Scheduled autos 2
- Hired autos 2

When This Agreement Covers 3

Where This Agreement Covers 3

What We'll Pay For A Loss 3

How We'll Pay 3

Who We'll Pay For Loss 3

Deductibles 3

Exclusions - What This Agreement Won't Cover 3
- Audio devices and radar detection equipment. 3
- Intentional or expected loss or damage. 4
- Nuclear energy. 4
- Racing or demolition contest. 4
- Tires. 4
- Trailer interchange. 4
- War. 4
- Wear, freezing, breakdowns. 4

Insurance For Your Benefit 4

Other Insurance 4
- Insurance provided by another insurer. 4
- Insurance provided under another policy with us or any of our member insurance companies. 4

What This Agreement Covers

We'll pay for loss to covered autos.

The types of coverage you have for each auto are shown in the Auto Schedule and described below. These coverages are subject to the limits and the deductibles that are shown in the Auto Schedule.

Auto means any land motor vehicle, trailer or semi-trailer designed for travel on public streets or roads. It includes any permanently attached machinery or equipment.

Loss means direct and accidental loss or damage.

Covered auto means the type or types of autos shown in the Coverage Summary and described in the Which Autos Are Covered section.

Comprehensive coverage. When this coverage applies, we'll pay for loss to a covered auto from any cause of loss other than collision or overturn.

This coverage includes glass breakage. However, if glass breakage results from collision or overturn of the covered auto, you can make a claim for such breakage under Collision coverage, if that coverage applies to the damaged auto.

Collision coverage. When this coverage applies, we'll pay for loss to a covered auto that results from:

- the collision of the covered auto with another object; or
- the overturn of the covered auto.

However, if you carry Comprehensive coverage for the covered auto, and loss or damage results from the auto hitting a bird or animal, or a falling object striking the

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

auto, we will pay for the loss under Comprehensive coverage, rather than under Collision coverage.

Specified causes of loss coverage. When this coverage applies, we'll pay for loss to a covered auto that results from:

- fire, lightning or explosion;
- windstorm, hail, flood or earthquake;
- theft;
- vandalism, mischief; or
- the sinking, burning, derailment or collision of a vehicle used to transport a covered auto.

Towing. When this coverage applies, and one of your covered private passenger type autos is disabled, we'll pay for towing and costs of other labor performed at the scene of the disablement. However, the most we'll pay for these costs is the Towing limit shown in the Auto Schedule for that auto.

Private passenger type autos mean ordinary private passenger cars, station wagons, pick-ups, and vans.

Transportation expenses. If a private passenger type auto for which you have Specified causes of loss or Comprehensive coverage is stolen, we'll pay up to $20 a day incurred by you for your transportation costs while the auto is missing. We'll pay these costs for a period beginning 48 hours after the theft and continuing until we pay you for the loss of the auto or it is returned to use, even if that doesn't happen until after this agreement ends. But the most we'll pay for transportation costs arising out of the theft of any one auto is $600.

Which Autos Are Covered

The Coverage Summary shows, and the information in this section describes, the type or types of auto which are covered autos.

Owned commercial autos means any auto you own that is not of the private passenger type and it includes any trailer or semi-trailer while attached to that auto. It also includes:

- any newly acquired auto of the same type; or
- any replacement auto of the same type.

Owned private passenger autos means any auto you own that is of the private passenger type and it includes any trailer while attached to that auto. It also includes:

- any newly acquired auto of the same type; or
- any replacement auto of the same type.

Scheduled autos means any auto you own which is described in the Auto Schedule and replacement autos if you tell us within 30 days after you acquire such autos that you want us to cover them.

We'll also cover additional newly acquired autos, but only if:

- we cover all of your owned autos; and
- you tell us within 30 days after you acquire such autos that you want us to cover them.

Hired autos means any auto that you hire, rent, lease or borrow from others, other than your employees or members of their households. We'll consider any auto that you lease for a period of 6 months or more to be an auto that you own.

We'll pay for direct and accidental loss or damage to any rental autos and their equipment for which you've agreed to be responsible. However, we'll only pay for the kinds of loss or damage that you've agreed to be responsible for, including loss of use and other administrative expenses.

Newly acquired autos means any additional auto that you acquire while this agreement is in effect. We'll apply the same types of coverages and deductibles as you now have on similar type autos unless you tell us differently.

Replacement autos means any auto which replaces a covered auto. We'll apply the same types of coverage and deductibles as you now have on the auto that is being replaced unless you tell us differently.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

When This Agreement Covers

We'll cover loss or damage that takes place while this agreement is in effect for covered autos.

Where This Agreement Covers

We'll cover loss or damage that takes place only in the coverage territory for covered autos.

Coverage territory means the United States of America, its territories and possessions, Puerto Rico and Canada. It includes international waters or airspace while a covered auto is being transported between any of the above places.

What We'll Pay For A Loss

We'll pay the smaller of the following amounts when you suffer a covered loss:

- The actual cash value (ACV) of the damaged or stolen property at the time of the loss.
- The stated amount shown in the Auto Schedule for the damaged or stolen property.
- The cost of repairing damaged property or replacing damaged or stolen property of the same kind or quality.

How We'll Pay

Once we've determined the amount of your loss, we'll choose one of the following ways to compensate you:

- We'll pay you in money.
- We'll repair damaged property or replace damaged or stolen property.
- We'll return stolen property to you, at our expense, and pay you for any damage to it that resulted from the theft. or
- We'll take all or part of the damaged or stolen property and pay you the agreed or appraised value for it.

Who We'll Pay For Loss

We'll adjust all covered losses with you. But if the Auto Schedule identifies a person or organization as also having an interest in a covered auto, we'll pay you and the person or organization named, based on the interest each has in the covered auto.

If we make a payment to such person or organization, we'll obtain their right to be repaid by anyone else.

Deductibles

The deductibles shown in the Coverage Summary or in the Auto Schedule under any of the coverages are the amounts that will be deducted from each loss to a covered auto. However, if a deductible amount is shown for Comprehensive coverage, it won't apply to a loss caused by fire or lightning.

We may pay all or part of your deductible to settle a claim. If we do, you agree to repay us as soon as we notify you of such payment.

Exclusions - What This Agreement Won't Cover

We won't cover any of the following losses except in the special circumstances described.

Audio devices and radar detection equipment. We won't cover loss to any:

- tapes;
- records or discs;
- audio or visual equipment;
- data electronic devices;
- car phones; or
- any equipment that's designed or used for detecting or locating radar.

This exclusion also applies to any electronic equipment that receives or transmits audio, visual or data signals and is not designed solely for the reproduction of sound. It also applies to any accessories that are used with any of such equipment.

However, this exclusion does not apply to sound equipment that is permanently

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

installed in a covered auto at the time of the accident in the opening normally used by the auto manufacturer for the installation of a radio or similar sound equipment. This exclusion also does not apply to any electronic equipment that is necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system.

Intentional or expected loss or damage. We won't cover loss or damage that you expected or intended. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Nuclear energy. We won't cover loss that results from nuclear reaction, nuclear radiation, or radioactive contamination. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Racing or demolition contest. We won't cover loss to any covered auto that results from the use of that auto in any organized racing or demolition contest or stunting activity. This exclusion also applies to any practice or preparation for such contest or activity.

Tires. We won't cover loss to tires by blowout, puncture, or other road damage unless accompanied by another covered cause of loss.

Trailer interchange. We won't cover loss or damage to any covered auto or it's equipment while someone else has possession of it under a written Trailer Interchange Agreement. This exclusion doesn't apply to a loss payee. However, if we pay the loss payee, you must reimburse us for our payment.

War. We won't cover loss or damage caused by:

- declared or undeclared war, or invasion;
- warlike action by a military force or other agents of any government, sovereign or other authority;
- civil war, insurrection, rebellion, revolution or seizure of power; or
- anything done to hinder or defend against these actions. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Wear, freezing, breakdowns. We won't cover loss caused by normal wear and tear, freezing, or mechanical or electrical breakdown unless the loss results from a covered cause of loss.

Insurance For Your Benefit

This insurance is for your benefit. No other party having possession of your auto, such as a transportation or storage company, can benefit directly or indirectly from this insurance.

Other Insurance

This agreement is primary insurance for covered autos you own and excess insurance for covered autos you don't own. Excess insurance applies after other collectible insurance has been used up. If hired autos are covered by this agreement, they will be considered the same as covered autos you own. But this doesn't apply to autos that are hired along with a driver.

Insurance provided by another insurer. When loss covered by this agreement is also covered by insurance with another insurer on the same primary or excess basis, we'll pay our share of such loss. We'll pay that portion of the loss that's equal to our percentage of the total amount of insurance available. But we won't pay more than we would have paid without such other insurance.

Insurance provided under another policy with us or any of our member insurance companies. When this agreement and other insurance contained in a policy from us or another member insurance company of The St. Paul Group both apply to the same loss, the most we will pay is the highest amount available under any one policy. When the other insurance written by us or the member insurance company is intended to be excess over this agreement, this section does not apply.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

AUTO POLLUTION BROADENING ..ORSEMENT

The St Paul

This endorsement changes your Auto Liability Protection.

How Coverage Is Changed

There are two changes which are explained below.

1. The following is added to the Pollution exclusion. This change broadens coverage.

   We will only apply this exclusion to liability assumed under a contract or agreement.

2. The following replaces the definition of Pollution cost or expense in the What This Agreement Covers section of your agreement. This change broadens coverage.

   Pollution cost or expense means any cost or expense that results from:

   - any request, demand or order that any protected person or others perform pollution work; or
   - any claim or suit by or for any governmental authority demanding that any protected person or others perform pollution work.

   Pollution work means:

   - the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of any pollutant; or
   - the responding to, or assessing, in any way the effects of any pollutant.

   However, we won't consider pollution cost or expense to include any cost or expense that results from the escape, seepage, migration, release or escape of pollutants:

   - before the pollutants or any property or covered auto containing those pollutants are moved to the place where a protected person accepts them for movement onto a covered auto; or
   - after the pollutants or any property or covered auto containing those pollutants are moved from the covered auto to the place where they are considered as finally delivered, disposed of, or abandoned by the protected person.

   But this exception to pollution cost or expense won't apply to accidents that happen away from premises owned or rented by protected persons for pollutants not in or on a covered auto if:

   - the pollutants or any property the pollutants are in are upset, overturned or damaged as a result of maintaining or using the covered auto; and
   - the escape, seepage, migration, release or escape of pollutants is caused directly from such upset, overturn or damage.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1995 All Rights Reserved

AUTO POLLUTION BROADENING ENDORSEMENT

The St Paul

This endorsement changes your Auto Liability Protection.

How Coverage Is Changed

There are two changes which are explained below.

1. The following is added to the Pollution exclusion. This change broadens coverage.

   We will only apply this exclusion to liability assumed under a contract or agreement.

2. The following replaces the definition of Pollution cost or expense in the What This Agreement Covers section of your agreement. This change broadens coverage.

   Pollution cost or expense means any cost or expense that results from:

   - any request, demand or order that any protected person or others perform pollution work; or
   - any claim or suit by or for any governmental authority demanding that any protected person or others perform pollution work.

   Pollution work means:

   - the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of any pollutant; or
   - the responding to, or assessing, in any way the effects of any pollutant.

   However, we won't consider pollution cost or expense to include any cost or expense that results from the escape, seepage, migration, release or escape of pollutants:

   - before the pollutants or any property or covered auto containing those pollutants are moved to the place where a protected person accepts them for movement onto a covered auto; or
   - after the pollutants or any property or covered auto containing those pollutants are moved from the covered auto to the place where they are considered as finally delivered, disposed of, or abandoned by the protected person.

   But this exception to pollution cost or expense won't apply to accidents that happen away from premises owned or rented by protected persons for pollutants not in or on a covered auto if:

   - the pollutants or any property the pollutants are in are upset, overturned or damaged as a result of maintaining or using the covered auto; and
   - the escape, seepage, migration, release or escape of pollutants is caused directly from such upset, overturn or damage.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1995 All Rights Reserved

POLICY CHANGE ENDORSEMENT - FOR CERTAIN TYPES OF CHANGES ONLY

The St Paul

This endorsement summarizes certain changes to your policy. All other terms of your policy not affected by these changes remain the same.

How Your Policy Is Changed

The following item(s):

- ☐ Insured's Name
- ☐ Policy Number
- ☐ Effective/Expiration Date
- ☐ Payment Plan
- ☐ Additional Interested Parties
- ☐ Limits/Exposures
- ☐ Covered Property/Location Description
- ☐ Rates
- ☐ Insured's Mailing Address
- ☐ Company
- ☐ Insured's Legal Status/ Bus. of Insured
- ☐ Premium Determination
- ☒ Coverage Forms and Endorsements
- ☐ Deductibles
- ☐ Classification/Class Codes
- ☐ Underlying Insurance

is (are) changed to read: (See also back page and additonal page(s) if applicable)

COMMERCIAL AUTOMOBILE

Coverage Summary Information:

The Following Covered Auto Categories Are Deleted For Physical Damage:
Commercial Autos
Private Passenger Autos
Hired Autos
Refer To The Coverage Summary.

Premium Change Which Is Due Now

☒ No Change ☐ To Be Adjusted At Audit

Additional premium $0.00 Returned Premium $0.00

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to
TIDEWATER SKANSKA GROUP INC.
(SEE BROAD NAMED INSURED SCHEDULE)

Authorized representative

Endorsement takes effect 08/31/00

Policy Number KK02900157

Processing Date: 01/23/01 13:05 003

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

Policy Coverages:

No-Fault Is Added For Drive Other Car.

Comprehensive Is Deleted For Drive Other Car.

Collision Is Deleted For Drive Other Car.

©St.Paul Fire and Marine Insurance Co.1998 All Rights Reserved

INTRODUCTION

The St Paul

This policy protects against a variety of losses. There are also some restrictions. We've written this policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and what is not covered, as well as the rights and duties of those protected.

Policy Number: KK02900157

JERICHO
ONE JERICHO PLAZA
JERICHO NY 11753-1680

In return for your premium, we'll provide the protection stated in this policy.

We, us, our, and ours mean **St. Paul Fire and Marine Insurance Company.** We're a capital stock company located in St. Paul, Minnesota.

The words you, your, and yours mean the insured named here, which is a/an
CORPORATION

TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501

Your policy is composed of General Rules, an explanation of What To Do If You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The Policy Forms List shows all the forms included when this policy begins.

One of our authorized representatives will also countersign the policy.

This policy will begin on 08/31/00
and will continue until 08/31/03

Your former policy number: NEW
is automatically replaced

Your premium for the policy period shown is: $264,064.00**

However, please refer to the Premiums section of the General Rules to see how final premiums are determined.

**SEE COMPOSITED RATED PREMIUM ADJUSTMENT SUMMARY-GL088

Our authorized representative is:
3168001
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

Jay S. Fishman President

Authorized Representative Date

Secretary

Processing Date 01/23/01 13:05 003

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

(SEE BROAD NAMED INSURED SCHEDULE)

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

POLICY FORM LIST

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
REVISED		
Introduction - St. Paul Fire And Marine Insurance Company	40800	05-87
Broad Named Insured Schedule - SKANSKA	40502	01-80
Policy Form List	40705	05-84
Uninsured Contractors Premium Endt. - Composite Rated	47064	07-90
Composite Rated Premium Adjustment Summary	GL088	05-95
General Rules	40701	09-96
General Rules - Virginia	40772	11-99
General Rules - Texas - Liability	40815	12-99
Waiver Of Rights Of Recovery Endt.-Comm'l General Liability	43390	10-93
Earlier Notice Of Cancellation Or Non-Renewal By Us Endt.	43704	10-97
Contractors Fraud And Misrepresentation Endorsement	40502	01-80
Arizona Required Endorsement	40760	06-99
California Required Endorsement	40769	10-99
Colorado Required Endorsement	40560	12-94
District Of Columbia Required Endorsement	40580	09-96
Florida Required Endorsement	40738	09-99
Georgia Required Endorsement	40518	12-99
Kansas Required Endorsement	40521	03-00
Maryland Required Endorsement	40522	01-00
New Mexico Required Endorsement	40547	01-00
North Carolino Required Endorsement	40527	06-95
Oklahoma Required Endorsement	40740	09-93
South Carolina Required Endorsement	40529	02-00
Utah Required Endorsement	40768	05-92
Commercial Auto Required Endorsement - Arizona	44340	12-94
Commercial Auto Required Endorsement - California	44270	08-97
Commercial Auto Required Endorsement - Colorado	44508	07-99
Commercial Auto Required Endorsement - District of Columbia	44260	06-97
Commercial Auto Required Endorsement - Florida	44038	01-89
Commercial Auto Required Endorsement - Georgia	44039	05-94
Commercial Auto Required Endorsement - Kansas	44044	09-99
Commercial Auto Required Endorsement - Maryland	44177	06-99
Commercial Auto Required Endorsement - New Mexico	44369	01-87
Commercial Auto Required Endorsement - North Carolina	44226	05-98
Commercial Auto Required Endorsement - Oklahoma	44192	11-97
Commercial Auto Required Endorsement - South Carolina	44200	11-96
Commercial Auto Required Endorsemetn - Utah	44483	07-99
What To Do If You Have A Loss	40814	11-91
Notice Of An Event Endorsement	40502	01-80
Contractors Commercial General Liability Coverage Summary	47174	04-91
Contractors Commercial General Liability Protection	47175	01-97
Viriginia Auto, Mobile Equipment, Nonowned Watercraft Operators, And Owned Aircraft Operators Endorsement	47099	10-99
Contractors CGL Deductibles Endorsement-Deductibles Apply To Damages & Claim Expenses-Limits Are Reduced By Ded. Amt.	40502	01-80
Contractors Excess Insurance Endorsement	40502	01-80

Name of Insured TIDEWATER SKANSKA GROUP INC.

Policy Number KK02900157 **Effective Date** 08/31/00

Processing Date 01/23/01 13:05 003

©St.Paul Fire and Marine Insurance Co.1995

Contractors Primary Insurance Endorsement	40502	01-80
Contractors Employees As Protected Persons Endorsement	40502	01-80
Fellow Employee Bodily Injury Endt.-Described Supervisory Positions	47169	01-96
Motor Vehichle Insurance Law Endorsement	43577	07-85
Waste Products Or Completed Work Redefined Endorsement	G0349	11-97
Governmental Immunity Endorsement	43576	01-96
Equipment Lessors As Protected Persons Endorsement	40502	01-80
Damage To Your Products And Completed Work Endorsement	40502	01-80
Additional Prot. Persons Endt.-Contractors General Liability - Including Completed Work	40502	01-80
Limitation Of Coverage To First Manifested Bodily Injury Or Property Damage Endorsement	40502	01-80
Contractors Rework Protection Coverage Summary	40502	01-80
Contractors Rework Protection	40502	01-80
Auto Coverage Summary	44460	04-91
Auto Coverage Summary - continued	44462	04-91
Optional No-Fault Coverage Summary - Colorado	44219	04-00
Optional No-Fault Coverage Summary - Florida	44211	01-87
Optional No-Fault Coverage Summary - Utah	44216	09-94
Auto Schedule	44463	04-91
Auto Liability Protection	44449	12-93
Auto Liability Deductibles Endorsement-Deductibles Apply To Damages And Claim Expenses-Limit Is Reduced By The Deductible Amount	40502	01-80
Waiver of Rights Of Recovery Endorsement-Auto Liability	40502	01-80
Additional Insured Endorsement - Commercial Auto	40502	01-80
Auto Pollution Broadening Endorsement	40502	01-80
Endorsement For Motor Carrier Policies Of Insurance For Liability Under Sect. 29 and 30 of Motor Carrier Act	40502	01-80
Drive Other Car Endorsement	MCS90	03-96
Employees As Protected Persons Endorsement	44198	12-83
Hired Autos Covered As Owned Autos Endorsement	44130	12-83
Uninsured And Underinsured Motorists Protection - Arizona	44307	01-86
Uninsured And Underinsured Motorists Protection - California	44024	05-00
Uninsured And Underinsured Motorists Protection - Colorado	44119	02-00
Uninsured And Underinsured Motorists Protection - District of Columbia	44257	01-00
Uninsured And Underinsured Motorists Protection - Florida-Nonstacking	44259	10-97
Uninsured And Underinsured Motorists Protection - Georgia	44094	10-97
Uninsured And Underinsured Motorists Protection - Kansas	44023	09-99
Uninsured And Underinsured Motorists Protection - Maryland	44029	07-99
Uninsured And Underinsured Motorists Protection - New Mexico	44085	11-99
Uninsured And Underinsured Motorists Protection - North Carolina	44079	09-99
Uninusred And Underinsured Motorists Protection - Oklahoma	44097	10-97
Uninsured And Underinsured Motorists Protection - South Carolina	44089	10-97
Uninsured Motorists Protection - Utah	44091	09-99
Underinsured Motorists Protection - Utah	44351	12-99
Uninsured Motorist Property Damage Protection - Utah	44506	07-99
Uninsured & Underinsured Mot. Pun. Dam. Exclusion Endorsement	44507	02-00
Colorado No-Fault Auto Protection	44372	01-88
District Of Columbia No-Fault Auto Protection	44015	04-00
	44122	01-87

©St.Paul Fire and Marine Insurance Co.1995

POLICY FORM LIST

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
REVISED		
Florida No-Fault Auto Protection	44102	03-00
Kansas No-Fault Auto Protection	44112	05-99
Maryland No-Fault Auto Protection	44087	11-99
Utah No-Fault Auto Protection	44106	07-99

©St.Paul Fire and Marine Insurance Co.1995

UNINSURED CONTRACTORS PREMIUM ENDORSEMENT - COMPOSITE RATED

The St Paul

This endorsement changes your Composite Rating Endorsement.

What This Endorsement Does

The following is added. This change explains how we'll figure your actual premium for work done for you by uninsured contractors.

Uninsured contractors. We'll consider contractors you hire that don't have general liability insurance to be uninsured. We'll also consider them - and their employees - to be your employees. But only for the purpose of figuring your actual premium.

We'll do this because you may be held responsible for certain liability claims or suits that your contractors can't defend or pay. We believe that it's more likely your Commercial General Liability Protection will have to apply to such claims or suits if your contractors are uninsured.

As a result, we'll figure your actual premium for the work they do using classification(s) which reflects the type of work that is performed. They'll more accurately reflect the increased likelihood of claims or suits being made or brought against you because of uninsured contractors. Those classifications will be added, if needed, when we figure your actual premium.

Please note that any change in rating classification because of work done for you by uninsured contractors may substantially increase your actual premium.

We'll consider a contractor to be uninsured unless you have certificates of insurance which:
- verify that the contractor continuously maintained general liability insurance while doing work for you; and
- show you as the certificate holder.

You must make the certificates of insurance available to us at the time we examine or audit your records. If you are unable to do so, we'll consider the contractor to be uninsured.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1990 All Rights Reserved

CONTRACTORS FRAUD AND MISREPRESENTATION ENDORSEMENT

The St Paul

This endorsement changes your General Rules.

How Coverage Is Changed

The following replaces the Fraud And Misrepresentation section.

Fraud And Misrepresentation

Failure to disclose all hazards. Failure of any protected persons to disclose all hazards existing as of the inception date of this policy will not prejudice any protected person with respect to the coverage afforded by this policy, provided such failure is not intentional.

Unintentional errors and omissions. Coverage provided by this policy will not be invalidated or affected by any unintentional errors, omissions or improper description of premises or operations or other descriptions mentioned in this policy or in information provided to underwriters.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

AUTO COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the Limits of Coverage that apply to your Commercial Auto Protection. A blank section or space indicates no coverage.

Auto Liability Protection

Covered Autos:

- ☒ Any Auto
- ☐ Owned Commercial autos
- ☐ Owned Private Passenger autos
- ☐ Scheduled autos
- ☐ Hired autos
- ☐ Non owned autos
- ☐ Other:

Limit of Coverage:

$2,000,000 each accident

Other:

Auto Medical Payments Protection
Covered Autos:

- ☐ Any auto
- ☐ Owned Commercial autos
- ☐ Owned Private Passenger autos
- ☒ Scheduled autos
- ☐ Other:

Limits of Coverage (Refer to the Auto Schedule)

Other:

Name of Insured TIDEWATER SKANSKA GROUP INC.

Policy Number KK02900157

Effective Date 08/31/00

Processing Date 01/23/01 13:05 003

©St.Paul Fire and Marine Insurance Co. 1990 All Rights Reserved

Auto Physical Damage Protection

Covered Autos

- ☐ Scheduled autos
- ☐ Owned Private Passenger autos
- ☐ Owned Commercial autos
- ☐ Hired autos
- ☐ Other:

Limits of Coverage

(Refer to the Auto Schedule)

Other:

©St.Paul Fire and Marine Insurance Co. 1990 All Rights Reserved

Auto No Fault Protection

Covered Autos: ☒ Owned Autos that are subject to State No-Fault Laws

Limits of Coverage: See your Agreement and any Optional Coverage Summary.
Other:

Other Coverage

Auto Uninsured Motorists Protection
Autos Covered:
REQUIRED BY LAW

Uninsured Limits of Coverage:	Underinsured Limits of Coverage:
FOR THE STATE OF AZ $2,000,000 PER ACCIDENT	FOR THE STATE OF AZ $2,000,000 PER ACCIDENT
FOR THE STATE OF CA $2,000,000 PER ACCIDENT	FOR THE STATE OF CA INCLUDED
FOR THE STATE OF CO $2,000,000 PER ACCIDENT	FOR THE STATE OF CO INCLUDED
FOR THE STATE OF DC $2,000,000 PER ACCIDENT	FOR THE STATE OF DC $2,000,000 PER ACCIDENT
FOR THE STATE OF FL $2,000,000 PER ACCIDENT	FOR THE STATE OF FL INCLUDED

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

Uninsured Limits of Coverage:	Underinsured Limits of Coverage:
FOR THE STATE OF GA $2,000,000 PER ACCIDENT	FOR THE STATE OF GA INCLUDED
FOR THE STATE OF KS $2,000,000 PER ACCIDENT	FOR THE STATE OF KS INCLUDED
FOR THE STATE OF MD $2,000,000 PER ACCIDENT	FOR THE STATE OF MD INCLUDED
FOR THE STATE OF NC $2,000,000 PER ACCIDENT	FOR THE STATE OF NC INCLUDED
FOR THE STATE OF NM $2,000,000 PER ACCIDENT	FOR THE STATE OF NM INCLUDED
FOR THE STATE OF OK $2,000,000 PER ACCIDENT	FOR THE STATE OF OK INCLUDED
FOR THE STATE OF SC $2,000,000 PER ACCIDENT	FOR THE STATE OF SC $2,000,000 PER ACCIDENT
FOR THE STATE OF UT $2,000,000 PER ACCIDENT	FOR THE STATE OF UT $2,000,000 PER ACCIDENT

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

DRIVE OTHER CAR ENDORSEMENT

The St Paul

This endorsement changes your Commercial Auto Insurance.

How Your Coverage Is Changed

Your Commercial Auto Insurance is broadened to include the following changes. This endorsement only provides the coverages shown.

For this endorsement:

Covered auto means an auto you don't own, hire or borrow if:
- the auto isn't owned by the person named or by anyone in the same household.; and
- the auto isn't being used in the business of selling, servicing, repairing or parking autos.

Liability Protection

Any person named for Drive Other Car Coverage below is protected while using a covered auto. That person's spouse is also protected if living in the same household.

Auto Medical Payments, No-Fault, Uninsured, And Underinsured Motorists Protection

Any persons named for Drive Other Car Coverage below, including family members, are protected while in or struck by a covered auto for the coverages shown below.

Family member means anyone related to the named person by blood, marriage or adoption and is living in the same household. This includes a ward or foster child.

Physical Damage Protection

A private passenger type auto that's a covered auto has the kinds of Physical Damage Protection shown below. But only while in the care of the person named for Drive Other Car Coverage, or that person's spouse.

Other Terms

All other terms of your agreement remain the same.

Drive Other Car Coverage

Persons Covered
ALL CORP. OFFICER OF NAMED INS

Coverages
Liability
No-Fault
Medical Payments Limit$10,000

Name of Insured TIDEWATER SKANSKA GROUP INC.

Policy Number KK02900157 **Effective Date** 08/31/00
Processing Date 01/23/01 13:05 003

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

INTRODUCTION

The St Paul

This policy protects against a variety of losses. There are also some restrictions. We've written this policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and what is not covered, as well as the rights and duties of those protected.

Policy Number: KK02900157

JERICHO
ONE JERICHO PLAZA
JERICHO NY 11753-1680

In return for your premium, we'll provide the protection stated in this policy.

We, us, our, and ours mean **St. Paul Fire and Marine Insurance Company.** We're a capital stock company located in St. Paul, Minnesota.

The words you, your, and yours mean the insured named here, which is a/an
CORPORATION

TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501

Your policy is composed of General Rules, an explanation of What To Do If You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The Policy Forms List shows all the forms included when this policy begins.

One of our authorized representatives will also countersign the policy.

This policy will begin on 08/31/00
and will continue until 08/31/03

Your former policy number: NEW
is automatically replaced

Your premium for the policy period shown is: $330,216.00**

However, please refer to the Premiums section of the General Rules to see how final premiums are determined.

**SEE COMPOSITED RATED PREMIUM ADJUSTMENT SUMMARY-GL088

Our authorized representative is:
3168001
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

Authorized Representative Date

Jay S. Fishman
President

Secretary

Processing Date 01/25/01 10:07 004

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

(SEE BROAD NAMED INSURED SCHEDULE)

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

POLICY CHANGE ENDORSEMENT The St Paul

This endorsement summarizes the changes to your policy. All other terms of your policy not affected by these changes remain the same.

How Your Policy Is Changed

COMMERCIAL AUTOMOBILE

Coverage Summary Information:

The Following Covered Auto Categories Are Added For Physical Damage:
Hired Autos
Refer To The Coverage Summary.

Policy Coverages:

Hired Or Borrowed Physical Damage Is Added For - GA.

The Endorsement(s) Named Below Is Revised:
Endorsement For Motor Carrier Policies Of Insurance For Public Liability Under Sections 29 and 30 Of The Motor Carrier Act Of 1980

COMMERCIAL GENERAL LIABILITY

Form Information:

Your Contractors Commercial General Liability Protection Coverage Summary Is Revised.

The Endorsement(s) Named Below Is Added:
Contractors Professional Services Exclusion Endorsement

Premium Change Which Is Due Now			
Additional premium	$0.00	Returned Premium	$0.00

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to
TIDEWATER SKANSKA GROUP INC.
(SEE BROAD NAMED INSURED SCHEDULE)

Authorized representative

Endorsement takes effect 08/31/00
Processing Date: 06/22/01 12:14 006

Policy Number KK02900157

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

CONTRACTORS
COMMERCIAL GENERAL LIABILITY PROTECTION
COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the limits of coverage that apply to your Commercial General Liability Protection. It also lists those endorsements, if any, that must have certain information shown for them to apply.

Limits Of Coverage		Limits Of Coverage	
General total limit.	4,000,000	**Employee benefits total limit.**	2,000,000
Products and completed work total limit.	4,000,000	**Employee benefits each wrongful act limit.**	1,000,000
Each event limit.	2,000,000		
Premises damage limit.	2,000,000	**Employee benefits each wrongful act deductible.**	1,000
Medical expenses limit.	5,000		
Personal injury and advertising injury total limit.	2,000,000		
Personal injury and advertising injury each person limit.	2,000,000		

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply. If so, they're listed on the Policy Forms List.

Fellow Employee Bodily Injury Endorsement-Described Supervisory Positions

Description of Supervisory Positions:
All Supervisory And Higher Positions

Watercraft Endorsement

Description of Watercraft:
Non Owned Watercraft Under 100 Ft. In Length

Damage To Your Products And Complete Work Endorsement

Limits:	Each Event Limit	$2,000,000
	Total Limit	$2,000,000
	Deductible	$100,000

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

CONTRACTOR PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Contractor professional services. We won't cover injury or damage or medical expenses that result from the performance of or failure to perform architect, engineer, or surveyor professional services by or for you.

But we won't apply this exclusion to injury or damage or medical expenses that result from:

- the construction means, methods, procedures, sequences, or techniques employed by you in connection with your work in your capacity as a construction contractor; or
- a temporary structure.

Temporary structure includes any falsework, ramp, scaffold, shoring, or other temporary structure that:

- is designed by or for you to assist you in the completion of your work; and
- is taken down or removed before the completion of your work.

We explain what we mean by:

- architect, engineer, or surveyor professional services in the Contract liability exclusion; and
- your work in the Products and completed work total limit section.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

AUTO COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the Limits of Coverage that apply to your Commercial Auto Protection. A blank section or space indicates no coverage.

Auto Liability Protection

Covered Autos:

☒ Any Auto ☐ Owned Commercial autos ☐ Owned Private Passenger autos
☐ Scheduled autos ☐ Hired autos ☐ Non owned autos
☐ Other:

Limit of Coverage:

$2,000,000 each accident

Other:

Auto Medical Payments Protection
Covered Autos:

☐ Any auto ☐ Owned Commercial autos ☐ Owned Private Passenger autos
☒ Scheduled autos
☐ Other:

Limits of Coverage (Refer to the Auto Schedule)

Other:

Name of Insured **Policy Number** KK02900157 **Effective Date** 08/31/00
TIDEWATER SKANSKA GROUP INC. **Processing Date** 06/22/01 12:14 006

©St.Paul Fire and Marine Insurance Co. 1990 All Rights Reserved

Auto Physical Damage Protection

Covered Autos

☐ Scheduled autos
☐ Owned Private Passenger autos
☐ Owned Commercial autos
☒ Hired autos
☐ Other:

Limits of Coverage

(Refer to the Auto Schedule)

Other:

HIRED AUTO PHYSICAL DAMAGE COVERAGES:

STATE: GA	COST OF HIRE: $25,000	COVG:COMPREHENSIVE	RATE: .50	DED:	100
		COVG:COLLISION	RATE: .74	DED:	500

©St.Paul Fire and Marine Insurance Co. 1990 All Rights Reserved

Auto No Fault Protection

Covered Autos: ☒ Owned Autos that are subject to State No-Fault Laws

Limits of Coverage: See your Agreement and any Optional Coverage Summary.
Other:

Other Coverage

Auto Uninsured Motorists Protection
Autos Covered:
REQUIRED BY LAW

Uninsured Limits of Coverage:	Underinsured Limits of Coverage:
FOR THE STATE OF AZ $2,000,000 PER ACCIDENT	FOR THE STATE OF AZ $2,000,000 PER ACCIDENT
FOR THE STATE OF CA $2,000,000 PER ACCIDENT	FOR THE STATE OF CA INCLUDED
FOR THE STATE OF CO $2,000,000 PER ACCIDENT	FOR THE STATE OF CO INCLUDED
FOR THE STATE OF DC $2,000,000 PER ACCIDENT	FOR THE STATE OF DC $2,000,000 PER ACCIDENT
FOR THE STATE OF FL $2,000,000 PER ACCIDENT	FOR THE STATE OF FL INCLUDED

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

Uninsured Limits of Coverage:	Underinsured Limits of Coverage:
FOR THE STATE OF GA $2,000,000 PER ACCIDENT	FOR THE STATE OF GA INCLUDED
FOR THE STATE OF KS $2,000,000 PER ACCIDENT	FOR THE STATE OF KS INCLUDED
FOR THE STATE OF MD $2,000,000 PER ACCIDENT	FOR THE STATE OF MD INCLUDED
FOR THE STATE OF NC $2,000,000 PER ACCIDENT	FOR THE STATE OF NC INCLUDED
FOR THE STATE OF NM $2,000,000 PER ACCIDENT	FOR THE STATE OF NM INCLUDED
FOR THE STATE OF OK $2,000,000 PER ACCIDENT	FOR THE STATE OF OK INCLUDED
FOR THE STATE OF SC $2,000,000 PER ACCIDENT	FOR THE STATE OF SC $2,000,000 PER ACCIDENT
FOR THE STATE OF UT $2,000,000 PER ACCIDENT	FOR THE STATE OF UT $2,000,000 PER ACCIDENT

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

FORM MCS-90
(Ed. 3-96)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to TIDEWATER SKANSKA GROUP INC.

of Norfolk VA

Dated at Jericho NY this 31 day of August , 2000

Amending Policy No. KK02900157 Effective Date 08/31/00

Name of Insurance Company ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Telephone Number (800) 647-3700 Countersigned by_____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by ☒ for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of $1,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $ for each accident in excess of the underlying limit of $ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere.

Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of

the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier.
It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce)	Property (Nonhazardous).	$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or Highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (in interstate or foreign commerce: in any quantity) or (in intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	5,000,000

Note - The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	$5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

POLICY CHANGE ENDORSEMENT

The St Paul

This endorsement summarizes the changes to your policy. All other terms of your policy not affected by these changes remain the same.

How Your Policy Is Changed

CONTRACTORS REWORK

Deductible And Co-Payment Percentage:

Your deductible and co-payment percentage has changed. Refer to your REVISED Contractors Rework Protection Coverage Summary.

Premium Change Which Is Due Now

Additional premium	Returned Premium
If issued after the date your policy begins, these spaces must be completed and our representative must sign below.	Policy issued to TIDEWATER SKANSKA GROUP INC.
Authorized representative	Endorsement takes effect 08/31/00 Processing Date: 04/15/02 10:58 008
	Policy Number KK02900157

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

Contractors Rework Protection Coverage Summary
*****REVISED*****

This Coverage Summary shows the limits of coverage, Deductibles, and co-payment percentages that apply to Contractors Rework Protection. It also shows those endorsements, if any, that must have certain information shown for them to apply.

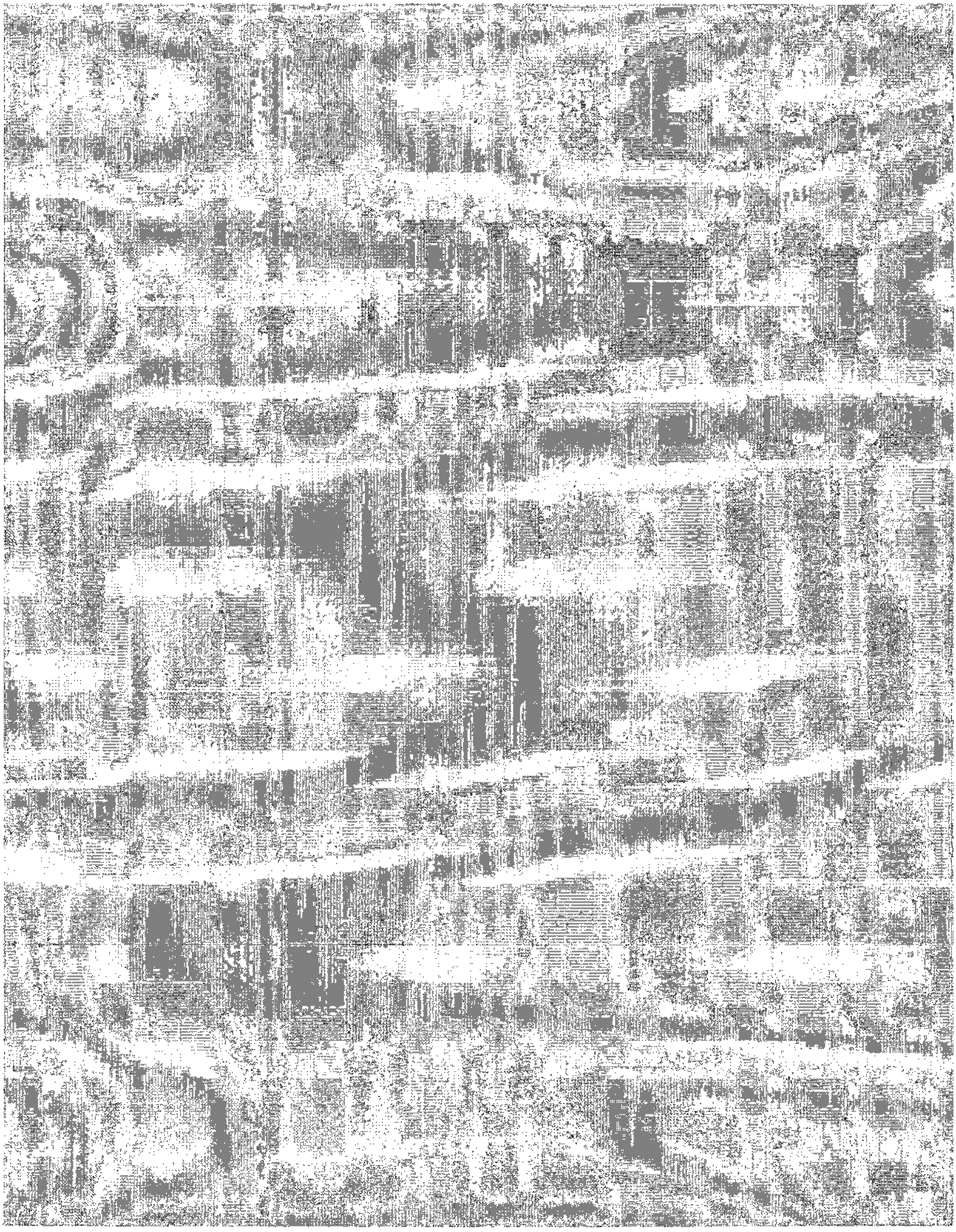
Limits of Coverage		Deductibles And Co-Payment Percentages	
Total limit.	$2,000,000	Each project deductible.	$100,000**
Each project limit.	$2,000,000	Each project co-payment percentage.	0%**

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named int his table. The required information follows the name of each such endorsement. Other endorsements may apply, too. If so, they're listed on the Policy Forms List.

**= 50% of $400,000 Excess of $100,000.

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved



The St Paul

Insurer:
ST. PAUL FIRE & MARINE INSURANCE COMPANY
385 WASHINGTON STREET
ST. PAUL MN 551020
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

POLICY NUMBER	from	POLICY PERIOD to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501C5
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 117531

INSURED IS CORPORATION
OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF INFORMATION PAGE

ITEM 2. POLICY PERIOD: FROM 08/31/01 TO 08/31/02
12:01 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS.

ITEM 3. **A.** WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE:
AL, AZ, CA, CO, DC, FL, GA, ID, KS, KY, MD, ME, MO, MT, NC, NM, NV, N UT, VA7

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	2,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	2,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	2,000,000	EACH EMPLOYEE

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES LISTED HERE: ALL STATES EXCEPT THOSE DESIGNATED IN ITEM 3.A ABOVE, AND ND,OH,WA,WV,WY.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:
SEE EXTENSION OF INFORMATION PAGE FORMING PART OF THIS POLICY.

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.

CLASSIFICATION OF OPERATIONS

ST LOC NO	CODE NO	TYP RSK	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE

TOTAL ESTIMATED TERRORISM COST
MINIMUM PREMIUM
TOTAL ESTIMATED COST $197,811.00
DEPOSIT $197,811.00

PREMIUM ADJUSTMENTS DUE TO AUDIT WILL BE MADE UPON POLICY EXPIRATION

COUNTERSIGNED THIS DAY OF

AUTHORIZED REPRESENTATIVE

OFFICE:
JERICHO
ONE JERICHO PLAZA
JERICHO NY 117530

(516) 949-3700

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev. 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00001

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

POLICY NUMBER	from	POLICY PERIOD to	.PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

INSURED IS CORPORATION
OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF INFORMATION PAGE

ITEM 2. POLICY PERIOD: FROM 08/31/01 TO 08/31/02
12:01 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS.

ITEM 3. **A.** WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE:
AL,AZ,CA,CO,DC,FL,GA,ID,KS,KY,MD,ME,MO,MT,NC,NM,NV,NY,OK,SC,TX,UT,VA

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	$2,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$2,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$2,000,000	EACH EMPLOYEE

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES LISTED HERE: ALL STATES EXCEPT THOSE DESIGNATED IN ITEM 3.A ABOVE, AND ND,OH,WA,WV,WY.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:
SEE EXTENSION OF INFORMATION PAGE FORMING PART OF THIS POLICY.

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.

CLASSIFICATION OF OPERATIONS

ST LOC NO	CODE	TYP RSK	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE

TOTAL ESTIMATED TERRORISM COST

MINIMUM PREMIUM $3,404 TOTAL ESTIMATED COST $188,544
DEPOSIT $188,544

PREMIUM ADJUSTMENTS DUE TO AUDIT WILL BE MADE UPON POLICY EXPIRATION

COUNTERSIGNED THIS DAY OF

AUTHORIZED REPRESENTATIVE

OFFICE:
EDISON
METRO PARK PLAZA
ISELIN NJ 08830

732-494-3800

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev. 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT000002

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ADDITIONAL NAMED INSUREDS****

SCHEDULE PAGE 1

INSURED'S NUMBER	NAME/ADDRESS	FED EMP ID NMBR
002	CDK SKANSKA INC. CDK CONTRACTING CO. CDK CONTRACTING CO./FK COMPANY 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	741482562

LEGAL ENTITY - CORPORATION

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00003

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

ADDITIONAL NAMED INSUREDS (Cont.)

SCHEDULE PAGE 2

INSUREDS NUMBER	NAME/ADDRESS	FED EMP ID NMBR
003	NIELSON'S SKANSKA INC. NIELSON'S INC. NIELSON INC. DBA: COLORADO CONSTRUCTORS 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	840809283
	LEGAL ENTITY - CORPORATION	
004	FAIRFIELD SKANSKA INC. FAIRFIELD BRIDGE CO. INC. FAIRFIELD ECHOLS CORP. 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	251383661
	LEGAL ENTITY - CORPORATION	
005	ECHOLS BROTHERS INC. FAIRFIELD ECHOLS CORP. 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	251383688
	LEGAL ENTITY - CORPORATION	

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00004

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

ADDITIONAL NAMED INSUREDS (Cont.)

SCHEDULE
PAGE
3

INSUREDS NUMBER	NAME/ADDRESS	FED EMP ID NMBR
006	TIDEWATER CONSTRUCTION CORPORATION 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	540406660
	LEGAL ENTITY - CORPORATION	
	VA UI ACCOUNT NUMBER 540406660000	
007	TIDEWATER EQUIPMENT CORPORATION BAYSHORE CONCRETE CONSTRUCTION CORPORATION BAYSHORE CONCRETE PRODUCTS CHESAPEAKE 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	540684049
	LEGAL ENTITY - CORPORATION	
008	WEST STATE CONSTRUCTORS INC. 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	850209721
	LEGAL ENTITY - CORPORATION	

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000005

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

ADDITIONAL NAMED INSUREDS (Cont.)

SCHEDULE PAGE 4

INSUREDS NUMBER	NAME/ADDRESS	FED EMP ID NMBR
009	TIDEWATER SKANSKA INC. 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	911111111
	LEGAL ENTITY - CORPORATION	
010	BAYSHORE SKANSKA INC. BAYSHORE CONCRETE PRODUCTS CORP. BAYSHORE CONCRETE PRODUCTS/CHESAPEAKE INC. BAYSHORE CONCRETE PRODUCTS/SOUTH CAROLINA INC. BAYSHORE CONCRETE PRODUCTS/MAINE INC. 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	991111111
	LEGAL ENTITY - CORPORATION	
011	DRYDOCK BUILDERS 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	999111111
	LEGAL ENTITY - CORPORATION	

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00000B

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ADDITIONAL POLICY****
RISK IDENTIFICATION NUMBERS

SCHEDULE
PAGE
1

STATE	POLICY RISK ID NUMBER	ISSUE DATE
CA	2815219R	01/21/02

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00007

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ADDITIONAL LOCATIONS****

SCHEDULE PAGE 1

LOCATION NUMBER	ADDRESS
001	TIDEWATER SKANSKA (VARIOUS JOBSITES) . VA 23501
002	TIDEWATER SKANSKA (VARIOUS JOBSITES) . FL 33101
003	TIDEWATER SKANSKA (VARIOUS JOBSITES) . GA 30301
004	TIDEWATER SKANSKA (VARIOUS JOBSITES) . NC 28719
005	TIDEWATER SKANSKA (VARIOUS JOBSITES) . SC 29801
006	CDK CONTRACTING CO. (VARIOUS JOBSITES) . CA 90001

WC 00 00 01A

ISSUE DATE 01/21/02

INSURED COPY

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000008

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

ADDITIONAL LOCATIONS (Cont.)

SCHEDULE
PAGE
2

LOCATION NUMBER	ADDRESS
007	CDK CONTRACTING CO. (VARIOUS JOBSITES) . AZ 85026
008	CDK CONTRACTING CO. (VARIOUS JOBSITES) . CO 80120
009	CDK CONTRACTING CO. (VARIOUS JOBSITES) . KS 66102
010	CDK CONTRACTING CO. (VARIOUS JOBSITES) . MD 21203
011	CDK CONTRACTING CO. (VARIOUS JOBSITES) . NM 87101
012	CDK CONTRACTING CO. (VARIOUS JOBSITES) . NC 28204
013	CDK CONTRACTING CO. (VARIOUS JOBSITES) . OK 74103
014	CDK CONTRACTING CO. (VARIOUS JOBSITES) . TX 75221
015	CDK CONTRACTING CO. (VARIOUS JOBSITES) . UT 84101
016	CDK CONTRACTING CO. (VARIOUS JOBSITES) . VA 23501

INSURED COPY

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00009

EXTENSION OF INFORMATION PAGE

ADDITIONAL LOCATIONS (Cont.)

SCHEDULE
PAGE
3

LOCATION NUMBER	ADDRESS
017	NIELSON'S INC. (VARIOUS JOBSITES) . AZ 85621
018	NIELSON'S INC. (VARIOUS JOBSITES) . CO 80202
019	NIELSON'S INC. (VARIOUS JOBSITES) . NM 87101
020	NIELSON'S INC. (VARIOUS JOBSITES) . OK 74103
021	NIELSON'S INC. (VARIOUS JOBSITES) . UT 84101
022	FAIRFIELD SKANSKA INC. (VARIOUS JOBSITES) . VA 23501
023	BAYSHORE CONCRETE PRODUCTS CORP. (VARIOUS JOBSITES) . VA 23501
024	BAYSHORE CONCRETE PRODUCTS CORP. (VARIOUS JOBSITES) . DC 20090
025	CDK CONTRACTING CO. (VARIOUS JOBSITES) . ID 83707
026	CDK CONTRACTING CO. (VARIOUS JOBSITES) . MO 63166

INSURED COPY

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00010

EXTENSION OF INFORMATION PAGE

ADDITIONAL LOCATIONS (Cont.)

LOCATION NUMBER	ADDRESS
027	NIELSON'S INC. (VARIOUS JOBSITES) . MT 59631
028	CDK CONTRACTING CO. (VARIOUS JOBSITES) . AL 36104
029	CDK CONTRACTING CO. (VARIOUS JOBSITES . AZ 85001
030	CDK CONTRACTING CO. (VARIOUS JOBSITES) . CA 95814
031	CDK CONTRACTING CO. (VARIOUS JOBSITES) . CO 80302
032	CDK CONTRACTING CO. (VAIOUS JOBSITES) . ID 83707
033	CDK CONTRACTING CO. (VARIOUS JOBSITES) . MO 65101
034	CDK CONTRACTING CO. (VAROUS JOBSITES) . NC 27611
035	CDK CONTRACTING CO. (VARIOUS JOBSITES) . NM 87501
036	CDK CONTRACTING CO. (VARIOUS JOBSITES) . OK 73125

INSURED COPY

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00011

EXTENSION OF INFORMATION PAGE

ADDITIONAL LOCATIONS (Cont.)

LOCATION NUMBER	ADDRESS
037	CDK CONTRACTING CO. (VARIOUS JOBSITES) . TX 78767
038	CDK CONTRACTING CO. (VAROUS JOBSITES) . UT 84101
039	CDK CONSTRUCTORS INC. (VARIOUS JOBSITES) . AL 36104
040	CDK CONTRACTING CO. (VARIOUS JOBSITES) . KY 40601
041	WEST STATE CONSTRUCTORS INC. (VARIOUS JOBSITES) . AZ 85001
042	WEST STATE CONTRACTING INC. (VARIOUS JOBSITES) . NM 87501
043	TIDEWATER SKANSKA (VARIOUS JOBSITES) . MD 21233
044	BAYSHORE CONCRETE PRODUCTS (VARIOUS JOBSITES) . ME 04330
045	BAYSHORE CONCRETE PRODUCTS CORP. (VARIOUS JOBSITES) . SC 29201
046	BAYSHORE CONCRETE PRODUCTS CORP. (VARIOUS JOBSITES) . VA 23232

INSURED COPY

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00012

EXTENSION OF INFORMATION PAGE

ADDITIONAL LOCATIONS (Cont.) SCHEDULE PAGE 6

LOCATION NUMBER	ADDRESS
047	CDK CONTRACTING CO. (VARIOUS JOBSITES) . NY 10001
048	TIDEWATER CONSTRUCTION CORP. (VARIOUS JOBSITES) . NV 89125
049	CDK CONTRACTING CO. (VARIOUS JOBSITES) . NV 89125

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00013

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

SCHEDULE OF OPERATIONS

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	028	5057		IRON OR STEEL: ERECTION NOC	IF ANY	48.15	0
AL	028	5183		PLUMBING NOC & DRIVERS	IF ANY	9.31	0
AL	028	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	3.71	0
AL	028	6217		EXCAVATION & DRIVERS	IF ANY	17.08	0
AL	039	3724		MILLWRIGHT WORK NOC & DRIVERS	IF ANY	14.09	0
AL	039	5057		IRON OR STEEL: ERECTION NOC	IF ANY	48.15	0
AL	039	5183		PLUMBING NOC & DRIVERS	IF ANY	9.31	0
AL	039	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	IF ANY	7.91	0
AL	039	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	3.71	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00014

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	039	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.53	0
AL		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	0
AL		9840		PREMIUM FOR ADMIRALTY LIMITS -	$1,000,000	4.16	0
AL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
AL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
AL		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.79900	0
AL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00015

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	3724		MILLWRIGHT WORK NOC & D	82,206	6.54	5,376
AZ	007	5057		IRON OR STEEL: ERECTION NOC	123,309	11.72	14,452
AZ	007	5183		PLUMBING NOC & DRIVERS	437,746	4.36	19,086
AZ	007	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D	2,507,279	4.57	114,583
AZ	007	5213		CONCRETE CONSTR NOC	115,088	7.88	9,069
AZ	007	5213	F	CONCRETE CONSTR NOC	IF ANY	13.79	0
AZ	007	5403		CARPENTRY NOC	100,702	15.24	15,347
AZ	007	5474		PAINTING OR PAPER HANGING NOC & D	2,055	5.81	119
AZ	007	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	246,618	1.66	4,094
AZ	007	6217		EXCAVATION & DRIVERS	2,055	5.19	107

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00016

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	8810		CLERICAL OFFICE EMPLOYEES NOC	20,551	.27	55
AZ	017	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES	8,794	16.64	1,463
AZ	017	5213		CONCRETE CONSTR NOC	7,189	7.88	566
AZ	017	5213	F	CONCRETE CONSTR NOC	IF ANY	13.79	0
AZ	017	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS	2,024	5.26	106
AZ	017	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D	7,538	8.78	662
AZ	017	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D	140	7.16	10
AZ	017	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	489	1.66	8
AZ	017	6217		EXCAVATION & DRIVERS	25,684	5.19	1,333
AZ	017	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	907	5.88	53
AZ	017	8810		CLERICAL OFFICE EMPLOYEES NOC	3,071	.27	8
AZ	029	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	1.66	0
AZ	041	5213		CONCRETE CONSTR NOC	IF ANY	7.88	0
AZ	041	6217		EXCAVATION & DRIVERS	IF ANY	5.19	0
AZ		9816		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	8,019
AZ		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00017

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ		9959		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	178,972-
AZ				TOTAL PREMIUM SUBJECT TO THE EXP MOD			15,544
AZ		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	9,171
				TOTAL ESTIMATED STANDARD PREMIUM			9,171
AZ		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AZ		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			9,171
				TOTAL ESTIMATED COST			9,171

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00018

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	3724		MILLWRIGHT WORK-N.O.C.-ERECTION OR REPAIR OF MACHINERY OR EQUIPMENT	411,029	11.36	46,693
CA	006	5040		IRON OR STEEL ERECTION-STRUCTURAL AND EXTERIOR INSTALLATION	2,055	24.58	505
CA	006	5057		IRON OR STEEL ERECTION-N.O.C.	16,441	23.64	3,887
CA	006	5183		PLUMBING-SHOP AND OUTSIDE-GAS, STEAM, HOT WATER OR OTHER PIPE FITTINGS INSTALLATION, INCLUDING HOUSE CONNECTIONS INSTALLATION-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C.	82,206	14.39	11,829

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00019

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5190		ELECTRICAL WIRING-WITHIN BUILDINGS-INCLUDING INSTALLATION OR REPAIR OF FIXTURES OR APPLIANCES-SHOP AND OUTSIDE-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR	357,595	12.32	44,056
CA	006	5213		CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION"	236,342	14.27	33,726
CA	006	5213	F	CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION"	IF ANY	21.46	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00020

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5403		CARPENTRY-INCLUDING THE INSTALLATION OF INTERIOR TRIM, BUILDERS FINISH, DOORS AND CABINET WORK IN CONNECTION THEREWITH-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C.	8,221	36.58	3,007
CA	006	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION	369,926	3.37	12,467
CA	006	5606	F	CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION	IF ANY	5.07	0
CA	006	6218		EXCAVATION-N.O.C.-INCLUDING BURROWING, FILLING OR BACKFILLING-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $23.00 PER HOUR.	73,985	15.71	11,623
CA	006	8810		CLERICAL OFFICE EMPLOYEES-N.O.C.	61,654	1.07	660
CA	030	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION	IF ANY	3.37	0
CA	030	8810		CLERICAL OFFICE EMPLOYEES-N.O.C.	IF ANY	1.07	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00021

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	7,243
CA		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
CA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			175,696
CA		9897		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.9500	166,911
				TOTAL ESTIMATED STANDARD PREMIUM			166,911
CA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	153,573-
CA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			13,338
CA				CALIFORNIA GUARANTEE FUND		1.0000%	133
CA				USER FUNDING ASSESSMENT		.1389%	232
CA				FRAUD SURCHARGE		.2300%	384
				TOTAL ESTIMATED COST			14,087
				CALIFORNIA DEPOSIT PREMIUM			14,087

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00022

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	3724		MILLWRIGHT WORK NOC & DRIVERS	20,551	12.65	2,600
CO	008	5057		IRON OR STEEL: ERECTION NOC	20,551	22.77	4,679
CO	008	5183		PLUMBING NOC & DRIVERS	20,551	9.33	1,917
CO	008	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	20,551	7.66	1,574
CO	008	5213		CONCRETE CONSTR NOC	123,309	18.43	22,726
CO	008	5213	F	CONCRETE CONSTR NOC	IF ANY	66.16	0
CO	008	5403		CARPENTRY NOC	82,206	17.56	14,435
CO	008	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	20,551	2.57	528
CO	008	6217		EXCAVATION & DRIVERS	IF ANY	12.73	0
CO	008	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.50	0
CO	018	1624		QUARRY NOC & D	117,949	15.39	18,152

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00023

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	018	1710		STONE CRUSHING & D	16,611	19.94	3,312
CO	018	3365		WELDING OR CUTTING NOC & DRIVERS	142,725	13.15	18,768
CO	018	3724		MILLWRIGHT WORK NOC & DRIVERS	20,868	12.65	2,640
CO	018	3724	F	MILLWRIGHT WORK NOC & DRIVERS	IF ANY	45.41	0
CO	018	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES	39,014	35.72	13,936
CO	018	5183		PLUMBING NOC & DRIVERS	173,015	9.33	16,142
CO	018	5213		CONCRETE CONSTR NOC	423,569	18.43	78,064
CO	018	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	13,261	17.26	2,289
CO	018	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	61.96	0
CO	018	5403		CARPENTRY NOC	140	17.56	25
CO	018	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D	43,550	15.18	6,611
CO	018	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D	343,587	13.78	47,346
CO	018	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D	15,075	11.40	1,719
CO	018	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	14,656	2.57	377
CO	018	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D	1,167,065	12.51	146,000
CO	018	6217		EXCAVATION & DRIVERS	1,644,863	12.73	209,391

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00024

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	018	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	635,458	6.40	40,669
CO	018	8601		ARCHITECT OR ENGINEER-CONSULTING	88,776	1.18	1,048
CO	018	8810		CLERICAL OFFICE EMPLOYEES NOC	1,335,055	.50	6,675
CO	031	5183		PLUMBING NOC & DRIVERS	IF ANY	9.33	0
CO	031	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	IF ANY	7.66	0
CO	031	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	2.57	0
CO	031	6217		EXCAVATION & DRIVERS	IF ANY	12.73	0
CO	031	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.50	0
CO		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	28,450
CO		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
CO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			690,073
CO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	407,143
				TOTAL ESTIMATED STANDARD PREMIUM			407,143
CO		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	374,608-
CO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			32,535
				TOTAL ESTIMATED COST			32,535

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00025

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
DC	024	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.26	0
DC		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	0
DC		9840		PREMIUM FOR ADMIRALTY LIMITS -	$1,000,000	4.16	0
DC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
DC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
DC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	0
DC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
DC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
DC				DISTRICT OF COLUMBIA WC SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00026

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	3724		DOOR INSTALLATION-OVERHEAD & DRIVERS	537,456	13.60	73,094
FL	002	5057		IRON OR STEEL: ERECTION NOC	23,442	42.80	10,033
FL	002	5183		PLUMBING NOC & DRIVERS	58,776	10.75	6,318
FL	002	5213		CONCRETE CONSTR NOC	74,666	33.02	24,655
FL	002	5213	F	CONCRETE CONSTR NOC	IF ANY	131.42	0
FL	002	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	30.13	0
FL	002	5403		CARPENTRY NOC	4,818	28.80	1,388
FL	002	6003		PILE DRIVING	1,879	62.53	1,175
FL	002	6217		EXCAVATION & DRIVERS	35,983	14.27	5,135
FL	002	6252		CAISSON WORK--ALL OPERATIONS	IF ANY	22.79	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00027

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I	IF ANY	20.13	0
FL	002	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	IF ANY	9.80	0
FL	002	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE	IF ANY	1.10	0
FL	002	8810		CLERICAL OFFICE EMPLOYEES NOC	37,316	.59	220
FL		9816		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	5,247
FL		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
FL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			127,265
FL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	75,086
				TOTAL ESTIMATED STANDARD PREMIUM			75,086
FL		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	69,086-
FL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
FL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			6,000
				TOTAL ESTIMATED COST			6,000

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00028

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	3724		MILLWRIGHT WORK NOC & DRIVERS	3,486	7.45	260
GA	003	5057		IRON OR STEEL: ERECTION NOC	13,054	26.75	3,492
GA	003	5183		PLUMBING NOC & DRIVERS	IF ANY	5.61	0
GA	003	5213		CONCRETE CONSTR NOC	IF ANY	10.42	0
GA	003	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	148,750	12.66	18,832
GA	003	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	29.75	0
GA	003	5403		CARPENTRY NOC	5,878	16.49	969
GA	003	6003		PILE DRIVING	1,401	20.61	289
GA	003	6217		EXCAVATION & DRIVERS	1,128	9.86	111
GA	003	6252		CAISSON WORK--ALL OPERATIONS	103	14.76	15

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00025

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I	4,135	20.51	848
GA	003	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	IF ANY	4.61	0
GA	003	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE	IF ANY	.55	0
GA	003	8810		CLERICAL OFFICE EMPLOYEES NOC	13,566	.32	43
GA		9816		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	1,032
GA		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	2,680
GA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,571
GA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	16,857
				TOTAL ESTIMATED STANDARD PREMIUM			16,857
GA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	15,510-
GA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
GA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,347
				TOTAL ESTIMATED COST			1,347

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00030

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	025	3724		MILLWRIGHT WORK NOC & DRIVERS	IF ANY	6.24	0
ID	025	5057		IRON OR STEEL: ERECTION NOC	IF ANY	17.52	0
ID	025	5183		PLUMBING NOC & DRIVERS	IF ANY	4.26	0
ID	025	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	IF ANY	5.78	0
ID	025	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	1.76	0
ID	025	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.42	0
ID	032	3724		MILLWRIGHT WORK NOC & DRIVERS	IF ANY	6.24	0
ID	032	5057		IRON OR STEEL: ERECTION NOC	IF ANY	17.52	0
ID	032	5183		PLUMBING NOC & DRIVERS	IF ANY	4.26	0
ID	032	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	IF ANY	5.78	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00031

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	032	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	1.76	0
ID		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	0
ID		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
ID				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ID		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ID		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	0
ID		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ID		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00032

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 Risk I.D. No. 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

SCHEDULE OF OPERATIONS

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	3724		MILLWRIGHT WORK NOC & DRIVERS	82,206	8.46	6,955
KS	009	5057		IRON OR STEEL: ERECTION NOC	102,757	16.64	17,099
KS	009	5183		PLUMBING NOC & DRIVERS	82,206	5.91	4,858
KS	009	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	82,206	4.77	3,921
KS	009	5213		CONCRETE CONSTR NOC	164,412	11.33	18,628
KS	009	5213	F	CONCRETE CONSTR NOC	IF ANY	30.25	0
KS	009	5403		CARPENTRY NOC	123,309	11.04	13,613
KS	009	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	82,206	1.61	1,324
KS	009	6217		EXCAVATION & DRIVERS	82,206	6.10	5,015
KS	009	8810		CLERICAL OFFICE EMPLOYEES NOC	41,103	.25	103
KS		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	3,075

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000033

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS		9840		PREMIUM FOR ADMIRALTY LIMITS -	$1,000,000	4.16	0
KS				TOTAL PREMIUM SUBJECT TO THE EXP MOD			74,591
KS		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	44,009
				TOTAL ESTIMATED STANDARD PREMIUM			44,009
KS		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	40,492-
KS		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
KS		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			3,517
				TOTAL ESTIMATED COST			3,517

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00034

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY	040	5183		PLUMBING NOC & DRIVERS	IF ANY	5.29	0
KY	040	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	3.02	0
KY		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	0
KY		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
KY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
KY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
KY		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.79900	0
KY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
KY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
KY				KENTUCKY TAX		.00%	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT000035

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00035

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	010	3724		MILLWRIGHT WORK NOC & DRIVERS	8,221	5.80	477
MD	010	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D	822	13.20	109
MD	010	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	1,233	3.06	38
MD	010	8810		CLERICAL OFFICE EMPLOYEES NOC	2,055	.26	5
MD	043	3724		MILLWRIGHT WORK NOC & DRIVERS	IF ANY	5.80	0
MD	043	5183		PLUMBING NOC & DRIVERS	IF ANY	6.03	0
MD	043	5213		CONCRETE CONSTR NOC	IF ANY	15.95	0
MD	043	5403		CARPENTRY NOC	IF ANY	11.55	0
MD	043	6003		PILE DRIVING & D	IF ANY	17.52	0
MD	043	6217		EXCAVATION & DRIVERS	IF ANY	5.92	0
MD	043	7046	M	VESSELS--NOT SELF-PROPELLED	IF ANY	21.24	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00037

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	043	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.26	0
MD		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	27
MD		9840		PREMIUM FOR ADMIRALTY LIMITS -	$1,000,000	4.16	0
MD				TOTAL PREMIUM SUBJECT TO THE EXP MOD			656
MD		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	387
				TOTAL ESTIMATED STANDARD PREMIUM			387
MD		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	356-
MD		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MD		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			31
				TOTAL ESTIMATED COST			31

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000038

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ME	044	4034		CONCRETE PRODUCTS MFG & D	IF ANY	13.62	0
ME	044	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.69	0
ME		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	0
ME		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
ME				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ME		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ME		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.79900	0
ME		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ME		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
ME				ME ADMINISTRATIVE FUND ASSESSMENT		.00%	0
ME		9877		FRESH START SURCHARGE		.00%	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000039

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00040

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO	026	3724		MILLWRIGHT WORK NOC & DRIVERS	IF ANY	8.60	0
MO	026	5183		PLUMBING NOC & DRIVERS	IF ANY	5.28	0
MO	026	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	IF ANY	4.27	0
MO	026	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	2.77	0
MO	026	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.28	0
MO	033	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	2.77	0
MO		9837		PREMIUM FOR INCREASED LIMITS PART TWO		1.800%	0
MO		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
MO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00041

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	0
MO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MO				MISSOURI SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00042

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

SCHEDULE OF OPERATIONS

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT	027	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	19.55	0
MT	027	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	3.60	0
MT	027	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D	IF ANY	9.60	0
MT	027	6217		EXCAVATION & DRIVERS	IF ANY	21.03	0
MT	027	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.71	0
MT		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	0
MT		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
MT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MT		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07990	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00043

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MT		0935		MONTANA SECOND INJURY FUND		.0000%	0
MT		0939		MONTANA SURCHARGE		.0000%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00044

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	3724		MILLWRIGHT WORK NOC & D	20,332	6.87	1,397
NC	004	5057		IRON OR STEEL: ERECTION NOC	6,766	16.82	1,138
NC	004	5183		PLUMBING NOC & DRIVERS	IF ANY	4.89	0
NC	004	5213		CONCRETE CONSTR NOC	IF ANY	11.71	0
NC	004	5213	F	CONCRETE CONSTR NOC	IF ANY	23.30	0
NC	004	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	455,067	15.37	69,944
NC	004	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	30.59	0
NC	004	5403		CARPENTRY NOC	20,845	13.94	2,906
NC	004	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	3.47	0
NC	004	6003		PILE DRIVING	115,364	13.81	15,932

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00045

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	6217		EXCAVATION & DRIVERS	11,106	7.53	836
NC	004	6252		CAISSON WORK--ALL OPERATIONS	IF ANY	10.73	0
NC	004	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I	11,243	13.34	1,500
NC	004	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS	IF ANY	10.25	0
NC	004	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	IF ANY	4.38	0
NC	004	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE	IF ANY	.63	0
NC	004	8810		CLERICAL OFFICE EMPLOYEES NOC	44,560	.35	156
NC	012	5057		IRON OR STEEL: ERECTION NOC	IF ANY	16.82	0
NC	012	5183		PLUMBING NOC & DRIVERS	41,103	4.89	2,010
NC	012	5183		PLUMBING NOC & DRIVERS	IF ANY	4.89	0
NC	012	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D	IF ANY	6.61	0
NC	012	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D	IF ANY	5.82	0
NC	012	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	92,482	3.47	3,209
NC	012	8810		CLERICAL OFFICE EMPLOYEES NOC	16,441	.35	58

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00045

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	034	5057		IRON OR STEEL: ERECTION NOC	IF ANY	16.82	0
NC	034	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	3.47	0
NC		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	4,196
NC		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	4,740
NC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			108,022
NC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	63,733
				TOTAL ESTIMATED STANDARD PREMIUM			63,733
NC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	58,640-
NC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			5,093
				TOTAL ESTIMATED COST			5,093

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00047

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	3724		MILLWRIGHT WORK NOC & DRIVERS	IF ANY	6.86	0
NM	011	3726		BOILER INSTALLATION OR REPAIR	838,500	8.31	69,679
NM	011	5057		IRON OR STEEL: ERECTION NOC	12,331	12.48	1,539
NM	011	5183		PLUMBING NOC & DRIVERS	657,647	4.98	32,751
NM	011	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	534,338	2.95	15,763
NM	011	5213		CONCRETE CONSTR NOC	102,757	8.91	9,156
NM	011	5213	F	CONCRETE CONSTR NOC	IF ANY	20.58	0
NM	011	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS	2,055	5.36	110
NM	011	5403		CARPENTRY NOC	226,066	10.09	22,810
NM	011	5445		SHEET ROCK INSTALLATION-- WITHIN--BUILDINGS & DRIVERS	411	5.24	22

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00048

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	5474		PAINTING OR PAPER HANGING NOC & D	1,644	6.49	107
NM	011	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS	123,309	8.98	11,073
NM	011	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	1,315,294	1.59	20,913
NM	011	6217		EXCAVATION & DRIVERS	127,419	4.51	5,747
NM	011	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	51,379	4.34	2,230
NM	011	8810		CLERICAL OFFICE EMPLOYEES NOC	275,390	.33	909
NM	019	1624		QUARRY NOC & D	89,404	3.68	3,290
NM	019	3365		WELDING OR CUTTING NOC & DRIVERS	6,840	8.59	588
NM	019	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES	209	34.80	73
NM	019	5102		DOOR, ERECTION	907	10.78	98
NM	019	5183		PLUMBING NOC & DRIVERS	628	4.98	31
NM	019	5213		CONCRETE CONSTR NOC	20,728	8.91	1,847
NM	019	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	330,676	9.01	29,794
NM	019	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	20.81	0
NM	019	5403		CARPENTRY NOC	2,582	10.09	261
NM	019	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D	855,653	10.84	92,753

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00045

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D	IF ANY	4.79	0
NM	019	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D	14,377	5.28	759
NM	019	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	178,877	1.59	2,844
NM	019	6003		PILE DRIVING	698	14.23	99
NM	019	6217		EXCAVATION & DRIVERS	181,250	4.51	8,174
NM	019	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS	3,071	7.95	244
NM	019	6319		WATER MAIN OR CONNECTION & DRIVERS	IF ANY	5.95	0
NM	019	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	5,165	4.34	224
NM	019	8601		ARCHITECT OR ENGINEER-CONSULTING	21,566	.70	151
NM	019	8810		CLERICAL OFFICE EMPLOYEES NOC	46,272	.33	153
NM	035	5183		PLUMBING NOC & DRIVERS	IF ANY	4.98	0
NM	035	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	IF ANY	2.95	0
NM	035	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	1.59	0
NM	035	6217		EXCAVATION & DRIVERS	IF ANY	4.51	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00050

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	035	7421		AIRCRAFT OR HELICOPTER OPERATION: TRANSPORTATION OF PERSONNEL FLYING CREW	IF ANY	1.25	0
NM	035	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	IF ANY	4.34	0
NM	035	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.33	0
NM	042	1624		QUARRY NOC & D	IF ANY	3.68	0
NM	042	5040		IRON OR STEEL: ERECTION--BRIDGE	IF ANY	34.80	0
NM	042	5057		IRON OR STEEL: ERECTION NOC	IF ANY	12.48	0
NM	042	5102		IRON OR STEEL ERECTION: IRON, BRASS OR BRONZE-DECORATIVE OR ARTISTIC	IF ANY	10.78	0
NM	042	5183		PLUMBING NOC & DRIVERS	IF ANY	4.98	0
NM	042	5213		CONCRETE CONSTR NOC	IF ANY	8.91	0
NM	042	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	9.01	0
NM	042	5403		CARPENTRY NOC	IF ANY	10.09	0
NM	042	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	1.59	0
NM	042	6003		PILE DRIVING & D	IF ANY	14.23	0
NM	042	6217		EXCAVATION & DRIVERS	IF ANY	4.51	0
NM	042	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS	IF ANY	7.95	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00051

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	035	7421		AIRCRAFT OR HELICOPTER OPERATION: TRANSPORTATION OF PERSONNEL FLYING CREW	IF ANY	1.25	0
NM	035	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	IF ANY	4.34	0
NM	035	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.33	0
NM	042	1624		QUARRY NOC & D	IF ANY	3.68	0
NM	042	5040		IRON OR STEEL: ERECTION--BRIDGE	IF ANY	34.80	0
NM	042	5057		IRON OR STEEL: ERECTION NOC	IF ANY	12.48	0
NM	042	5102		IRON OR STEEL ERECTION: IRON, BRASS OR BRONZE-DECORATIVE OR ARTISTIC	IF ANY	10.78	0
NM	042	5183		PLUMBING NOC & DRIVERS	IF ANY	4.98	0
NM	042	5213		CONCRETE CONSTR NOC	IF ANY	8.91	0
NM	042	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	9.01	0
NM	042	5403		CARPENTRY NOC	IF ANY	10.09	0
NM	042	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	1.59	0
NM	042	6003		PILE DRIVING & D	IF ANY	14.23	0
NM	042	6217		EXCAVATION & DRIVERS	IF ANY	4.51	0
NM	042	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS	IF ANY	7.95	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGHT00052

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	042	6319		WATER MAIN OR CONNECTION & DRIVERS	IF ANY	5.95	0
NM		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	14,370
NM		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
NM				TOTAL PREMIUM SUBJECT TO THE EXP MOD			348,562
NM		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	205,652
				TOTAL ESTIMATED STANDARD PREMIUM			205,652
NM		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	189,218-
NM		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NM		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			16,434
NM				NEW MEXICO FILING FEE			0
				TOTAL ESTIMATED COST			16,434

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC NGM1000053

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01 08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV	048	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	12.01	0
NV	049	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	8.28	0
NV		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	0
NV		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
NV				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NV		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NV		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07990	0
NV		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NV		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00054

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY	047	5606		CONTRACTOR--EXECUTIVE SUPERVISOR			
				COMMERCIAL LIMITED	IF ANY	5.95	0
				TERR 1 DIFF		.320	0
NY		9840		PREMIUM FOR ADMIRALTY LIMITS -	$1,000,000	4.16	0
NY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	0
				OTHER PREMIUM CHARGES:			
NY		9046		CONTRACTING CLASS PREMIUM CREDIT		.00	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NY		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.79900	0
NY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00055

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY				NEW YORK STATE ASSESSMENT		.00%	0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00056

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	3724		MILLWRIGHT WORK NOC & DRIVERS	41,103	10.70	4,398
OK	013	5057		IRON OR STEEL: ERECTION NOC	IF ANY	24.42	0
OK	013	5183		PLUMBING NOC & DRIVERS	IF ANY	9.11	0
OK	013	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	6,165	7.70	475
OK	013	5213		CONCRETE CONSTR NOC	2,055	13.50	277
OK	013	5213	F	CONCRETE CONSTR NOC	IF ANY	28.76	0
OK	013	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS	IF ANY	8.79	0
OK	013	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	16,441	2.92	480
OK	013	8810		CLERICAL OFFICE EMPLOYEES NOC	8,221	.56	46

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT000057

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	020	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES	9,841	38.92	3,830
OK	020	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	32,663	21.21	6,928
OK	020	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	45.18	0
OK	020	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D	25,963	10.79	2,801
OK	020	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	1,186	2.92	35
OK	020	6003		PILE DRIVING	1,396	20.43	285
OK	020	6217		EXCAVATION NOC & DRIVERS	1,047	12.94	135
OK	020	8810		CLERICAL OFFICE EMPLOYEES NOC	209	.56	1
OK	036	3724		MILLWRIGHT WORK NOC & DRIVERS	IF ANY	10.70	0
OK	036	5057		IRON OR STEEL: ERECTION NOC	IF ANY	24.42	0
OK	036	5183		PLUMBING NOC & DRIVERS	IF ANY	9.11	0
OK	036	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	IF ANY	7.70	0
OK	036	5213		CONCRETE CONSTR NOC	IF ANY	13.50	0
OK	036	5221		PAVING OR REPAVING--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS	IF ANY	8.79	0
OK	036	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	2.92	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00058

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	036	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.56	0
OK		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	847
OK		9840		PREMIUM FOR ADMIRALTY LIMITS -	$1,000,000	4.16	0
OK				TOTAL PREMIUM SUBJECT TO THE EXP MOD			20,538
OK		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	12,117
				TOTAL ESTIMATED STANDARD PREMIUM			12,117
OK		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	11,149-
OK		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
OK		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			968
				TOTAL ESTIMATED COST			968

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00059

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	3724		MILLWRIGHT WORK NOC & DRIVERS	3,312	7.15	237
SC	005	4034		CONCRETE PRODUCTS MFG & D	IF ANY	5.67	0
SC	005	5057		IRON OR STEEL: ERECTION NOC	26,347	17.28	4,553
SC	005	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	137,703	12.94	17,819
SC	005	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	31.06	0
SC	005	5403		CARPENTRY NOC	4,275	14.05	601
SC	005	6003		PILE DRIVING	27,386	12.16	3,330
SC	005	6217		EXCAVATION & DRIVERS	6,894	6.08	419
SC	005	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE	IF ANY	.60	0
SC	005	8810		CLERICAL OFFICE EMPLOYEES NOC	13,058	.22	29
SC	045	4034		CONCRETE PRODUCTS MFG & D	IF ANY	5.67	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000560

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	045	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.22	0
SC		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	1,160
SC		9840		PREMIUM FOR ADMIRALTY LIMITS -	$1,000,000	4.16	0
SC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,148
SC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	16,607
				TOTAL ESTIMATED STANDARD PREMIUM			16,607
SC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	15,280-
SC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
SC		0900		EXPENSE CONSTANT, WHEN APPLICABLE			230
				TOTAL ESTIMATED PREMIUM			1,557
				TOTAL ESTIMATED COST			1,557

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00051

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	3724		MILLWRIGHT WORK NOC-OUTSIDE- & DRIVERS	18,085	3.60	651
TX	014	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS	IF ANY	11.74	0
TX	014	5183		PLUMBING NOC & DRIVERS	1,233	4.70	58
TX	014	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D	411	4.55	19
TX	014	5213		CONCRETE CONSTRUCTION NOC & DRIVERS	411	9.65	40
TX	014	5213	F	CONCRETE CONSTRUCTION NOC & DRIVERS	IF ANY	18.14	0
TX	014	5403		CARPENTRY NOC & DRIVERS	2,055	8.33	171
TX	014	5474		PAINTING NOC & DRIVERS	IF ANY	6.00	0
TX	014	5538		SHEET METAL WORK OUTSIDE- NOC & DRIVERS	IF ANY	7.92	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00052

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	3,288	1.86	61
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS	11,509	7.32	842
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS	11,509	7.32	842
TX	014	8810		CLERICAL OFFICE EMPLOYEES NOC	2,055	.29	6
TX	037	3724		MILLWRIGHT WORK NOC-OUTSIDE-& DRIVERS	IF ANY	3.60	0
TX	037	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS	IF ANY	11.74	0
TX	037	5183		PLUMBING NOC & DRIVERS	IF ANY	4.70	0
TX	037	5190		ELECTRICAL WIRING & DRIVERS	IF ANY	4.55	0
TX	037	5213		CONCRETE CONSTRUCTION NOC & DRIVERS	IF ANY	9.65	0
TX	037	5538		SHEET METAL WORK OUTSIDE-NOC & DRIVERS	IF ANY	7.92	0
TX	037	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	IF ANY	1.86	0
TX	037	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.29	0
TX		9816		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	116
TX		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
TX				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,806
TX		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	1,656
				OTHER PREMIUM CHARGES:			

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00083

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX		0993		MIN PREM FOR USLH COVERAGE			10
				TOTAL ESTIMATED STANDARD PREMIUM			1,666
TX		9959		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	1,524-
TX		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
TX		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			142
TX				PREM SUBJ TO TX MAINT TAX SURCHG ASSESSMENT			1,656
TX		9998		TX MAINTENANCE TAX SURCHARGE ASSESSMENT		.00%	0
				TOTAL ESTIMATED COST			142

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00064

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	3724		MILLWRIGHT WORK NOC & DRIVERS	8,221	5.77	474
UT	015	5057		IRON OR STEEL: ERECTION NOC	78,096	24.73	19,313
UT	015	5057	F	IRON OR STEEL: ERECTION NOC	IF ANY	56.88	0
UT	015	5183		PLUMBING NOC & DRIVERS	82,206	4.18	3,436
UT	015	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	82,206	4.37	3,592
UT	015	5213		CONCRETE CONSTR NOC	8,221	9.92	816
UT	015	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS	822	6.46	53
UT	015	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	9.18	0
UT	015	5403		CARPENTRY NOC	822	10.64	87

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000055

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	5474		PAINTING OR PAPER HANGING NOC & D	6,165	9.14	563
UT	015	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS	4,110	6.65	273
UT	015	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	212,091	1.64	3,478
UT	015	6217		EXCAVATION & DRIVERS	IF ANY	9.32	0
UT	015	8810		CLERICAL OFFICE EMPLOYEES NOC	30,827	.22	68
UT	021	5183		PLUMBING NOC & DRIVERS	768	4.18	32
UT	021	5213		CONCRETE CONSTR NOC	1,256	9.92	125
UT	021	5403		CARPENTRY NOC	IF ANY	10.64	0
UT	021	5516		STREET CONSTR OR RECONSTR BY OTHERS THAN STATE, COUNTY MUNICIPALITY & D	140	7.12	10
UT	021	6003		PILE DRIVING	IF ANY	15.70	0
UT	021	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	IF ANY	4.47	0
UT	021	8810		CLERICAL OFFICE EMPLOYEES NOC	558	.22	1
UT	038	3724		MILLWRIGHT WORK NOC & DRIVERS	IF ANY	5.77	0
UT	038	5057		IRON OR STEEL: ERECTION NOC	IF ANY	24.73	0
UT	038	5183		PLUMBING NOC & DRIVERS	IF ANY	4.18	0
UT	038	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS	IF ANY	4.37	0
UT	038	5213		CONCRETE CONSTR NOC	IF ANY	9.92	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00000

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	038	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS	IF ANY	6.46	0
UT	038	5474		PAINTING OR PAPER HANGING NOC & D	IF ANY	9.14	0
UT	038	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	IF ANY	1.64	0
UT	038	6217		EXCAVATION & DRIVERS	IF ANY	9.32	0
UT	038	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.22	0
UT		9837		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	1,390
UT		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	0
UT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			33,711
UT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	19,889
				TOTAL ESTIMATED STANDARD PREMIUM			19,889
UT		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	18,300-
UT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
UT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,589
				TOTAL ESTIMATED COST			1,589

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00057

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	3724		MILLWRIGHT WORK NOC & D	166,656	5.54	9,233
VA	001	5057		IRON OR STEEL: ERECTION NOC	474,374	20.18	95,729
VA	001	5183		PLUMBING NOC & D	205,134	4.89	10,031
VA	001	5213		CONCRETE CONSTR NOC	833,316	8.50	70,832
VA	001	5213	F	CONCRETE CONSTR NOC	IF ANY	17.09	0
VA	001	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	3,089,755	10.22	315,773
VA	001	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	20.54	0
VA	001	5403		CARPENTRY NOC	179,471	7.59	13,622
VA	001	5403	F	CARPENTRY NOC	IF ANY	15.26	0
VA	001	6003		PILE DRIVING	500,003	16.13	80,650
VA	001	6003	F	PILE DRIVING	IF ANY	32.42	0

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC HGIT000058

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	6217		EXCAVATION NOC & DRIVERS	217,948	6.12	13,338
VA	001	6217	F	EXCAVATION & DRIVERS	IF ANY	12.30	0
VA	001	6252		CAISSON WORK--NOT PNEUMATIC--ALL OPERATIONS	IF ANY	24.15	0
VA	001	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I	410,268	10.00	41,027
VA	001	7309	F	STEVEDORING: NOC	IF ANY	20.15	0
VA	001	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS	IF ANY	6.67	0
VA	001	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	1,384,611	3.17	43,892
VA	001	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE	833,316	.39	3,250
VA	001	8810		CLERICAL OFFICE EMPLOYEES NOC	4,525,624	.16	7,241
VA	016	3724		MILLWRIGHT WORK NOC & D	4,110	5.54	228
VA	016	5057		IRON OR STEEL: ERECTION NOC	20,551	20.18	4,147
VA	016	5183		PLUMBING NOC & D	41,103	4.89	2,010
VA	016	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D	20,551	3.03	623
VA	016	5213		CONCRETE CONSTR NOC	4,110	8.50	349
VA	016	5213	F	CONCRETE CONSTR NOC	IF ANY	17.09	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00089

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	016	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS	4,110	4.10	169
VA	016	5403		CARPENTRY NOC	4,110	7.59	312
VA	016	5474		PAINTING OR PAPER HANGING NOC & D	4,110	7.07	291
VA	016	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT	32,882	2.54	835
VA	016	8810		CLERICAL OFFICE EMPLOYEES NOC	8,221	.16	13
VA	022	5222		CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	10.22	0
VA	022	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS	IF ANY	20.54	0
VA	022	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D	2,500,669	6.23	155,792
VA	022	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D	IF ANY	6.31	0
VA	022	8227		CONSTRUCTION OR ERECTION PERMANENT YARD	IF ANY	3.17	0
VA	022	8810		CLERICAL OFFICE EMPLOYEES NOC	255,331	.16	409
VA	023	4034		CONCRETE PRODUCTS MFG & D	9,321,000	6.15	573,242
VA	023	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I	IF ANY	10.00	0
VA	023	7309	F	STEVEDORING: NOC	33,500	20.15	6,750

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00070

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	023	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS	IF ANY	6.67	0
VA	023	8810		CLERICAL OFFICE EMPLOYEES NOC	1,645,500	.16	2,633
VA	046	4034		CONCRETE PRODUCTS MFG & D	6,058,215	6.15	372,580
VA	046	7309	F	STEVEDORING: NOC	21,883	20.15	4,409
VA	046	8810		CLERICAL OFFICE EMPLOYEES NOC	1,069,901	.16	1,712
VA		9816		PREMIUM FOR INCREASED LIMITS PART TWO		4.300%	76,974
VA		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000		4.16	129,645
VA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,037,741
VA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF		.5900	1,202,267
				TOTAL ESTIMATED STANDARD PREMIUM			1,202,267
VA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT		.07991	1,106,194-
VA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
VA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			96,073
				TOTAL ESTIMATED COST			96,073

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00071

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

PREMIUM ADJUSTMENT SCHEDULE

SCHEDULE PAGE 1

STATE	CODE NO.	DESCRIPTION OF CHANGE	PREMIUM
VA	0987	FLAT CHARGE FOR FOREIGN COVERAGE	$0.
		TOTAL PREMIUM ADJUSTMENT	$0.

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00072

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 00 00 A
READ THE POLICY CAREFULLY

REFERENCE

	BEGINNING ON PAGE
GENERAL SECTION	
A. The Policy	2
B. Who Is Insured	2
C. Workers Compensation Law	2
D. State	2
E. Locations	2
PART ONE--WORKERS COMPENSATION INS	
A. How This Insurance Applies	2
B. We Will Pay	2
C. We Will Defend	2
D. We Will Also Pay	3
E. Other Insurance	3
F. Payments You Must Make	3
G. Recovery From Others	3
H. Statutory Provisions	3
PART TWO--EMPLOYERS LIABILITY INSURANCE	
A. How This Insurance Applies	4
B. We Will Pay	4
C. Exclusions	4
D. We Will Defend	5
E. We Will Also Pay	5
F. Other Insurance	5
G. Limits Of Liability	5
PART TWO--EMPLOYERS LIABILITY INS (Cont'd)	
H. Recovery From Others	6
I. Actions Against Us	6
PART THREE--OTHER STATES INS	
A. How This Insurance Applies	6
B. Notice	6
PART FOUR--YOUR DUTIES IF INJURY OCCURS	
PART FIVE--PREMIUM	
A. Our Manuals	6
B. Classifications	6
C. Remuneration	7
D. Premium Payments	7
E. Final Premium	7
F. Records	7
G. Audit	7
PART SIX--CONDITIONS	
A. Inspection	8
B. Long Term Policy	8
C. Transfer Of Your Rights And Duties	8
D. Cancelation	8
E. Sole Representative	8

IMPORTANT:

This Quick Reference is **not** part of the Workers Compensation and Employers Liability Insurance Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Insurance Policy itself for actual contractual provisions.

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00073

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 00 A

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

GENERAL SECTION

A. The Policy

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

B. Who Is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

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

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

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

B. We Will Pay

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

C. We Will Defend

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

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00074

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

D. **We Will Also Pay**

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

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

E. **Other Insurance**

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

F. **Payments You Must Make**

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

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

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

G. **Recovery From Others**

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

H. **Statutory Provisions**

These statements apply where they are required by law.

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

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

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00075

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

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

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.

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

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

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

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

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

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;

2. for care and loss of services; and

3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

   provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;

3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;

4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. bodily injury intentionally caused or aggravated by you;

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions.

8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00076

Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws.

10 bodily injury to a master or member of the crew of any vessel.

11. fines or penalties imposed for violation of federal or state law.

12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued 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 judgement as required by law until we offer the amount due under this insurance; and

5. expenses we incur.

F. Other Insurance

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

G. Limits Of Liability

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

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

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

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

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

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

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT000077

H. **Recovery From Others**

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

I. **Actions Against Us**

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

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

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

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

PART THREE - OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.

2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any states 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

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00078

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

C. Remuneration

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

1. all your officers and employees engaged in work covered by this policy; and

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

D. Premium Payments

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

E. Final Premium

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

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

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

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

F. Records

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

G. Audit

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

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00079

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 that law.

E. Sole Representative

The Insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by an authorized Agent of this Company.

Paul H. Mc [illegible]
Vice-President

[illegible]
Secretary

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00000

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

ENDORSEMENT SCHEDULE

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC000101A	Defense Base Act Coverage Endorsement	08/31/01
	WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
	WC000106A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
	WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
	WC000201A	Maritime Coverage Endorsement	08/31/01
	WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
	WC000303B	Employers Liability Coverage Endorsement	08/31/01
	WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	08/31/01
	WC000414	Notification Of Change In Ownership Endorsement	08/31/01
	WC000419	Premium Due Date Endorsement	08/31/01
	WC020601	Arizona Cancellation Endorsement	08/31/01
*	WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*	WC040301A	Policy Amendatory Endorsement - California	08/31/01
*	WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*	WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*	WC040310	Duty To Defend - California	08/31/01
*	WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*	WC040407	Premium Adjustment Endorsement - California	08/31/01
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000091

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000082

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 3

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000683

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 01 A

DEFENSE BASE ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Defense Base Act. The policy applies to that work as though the location included in the description of the work were a state named in Item 3.A. of the Information Page.

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's comensation law and occupational disease law of each state or territory named in item 3.A. Information Page and the Defense Base Act (42 USC Sections 1651-1654). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workermen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8 does not apply to work subject to the Defense Base Act.

Schedule

Description of Work:

All Construction Operations Of The Named Insured - If Any

Copyright 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT000034

WC 00 01 04

FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This endorsement applies only to work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) and any amendment to that Act that is in effect during the policy period.

G. **Limits of Liability** of Part Two (Employers Liability Insurance) is replaced by the following:

G. Limits of Liability

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

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

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

2. Bodily injury by Disease. The limit shown for "bodily injury by disease-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page or in the Schedule.

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

If any state is named in Item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in

Copyright 1983 National Council on Compensation Insurance

TRAVELERS DOC MGMT000085

Item 3.A. of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Schedule

1. Limits of Liability

Bodily Injury by Accident	$ 2,000,000	each accident
Bodily Injury by Disease	$ 2,000,000	aggregate

2. State

State of Hire - If Any

Copyright 1983 National Council on Compensation Insurance

TRAVELERS DOC MGMT000085

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGNT00597

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGNT00008

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 09 A

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Outer Continental Shelf Lands Act. The policy will apply to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C.Exclusions., exclusion 8, does not apply to work subject to the Outer Continental Shelf Lands Act.

Copyright 1991 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00003

Schedule

Description and Location of Work:
All Operations Of The Named Insured
State of Hire - If Any

Copyright 1991 National Council on Compensation Insurance.

TRAVELERS DOC MONT000030

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 02 01 A

MARITIME COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the 01/21/02 15:00 001 (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

A. **How This Insurance Applies** is replaced by the following.

A. **How This Insurance Applies**

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

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

2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.

3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.

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

5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the

Copyright 1983, 1988, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00031

conditions causing or aggravating such bodily injury by disease must occur during the policy period.

6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions or Canada.

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

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.

14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in item 2 of the Schedule.

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

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

G. **Limits of Liability**

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

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

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

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

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

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

Schedule

1. Description of work:

Copyright 1983, 1988, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT000052

2. Transportation, Wages, Maintenance and Cure Premium $

3. Limits of Liability

Bodily Injury by Accident	$	each accident
Bodily Injury by Disease	$	aggregate

Copyright 1983, 1988, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00093

WC 00 03 02

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

The policy does not cover work conducted at or from
Woodrow Wilson Memorial Bridge Project
Prince Georges County, VA
Contract No. PG3415173R

Copyright 1983 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00054

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 03 B

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

13. bodily injury to any member of the flying crew of any aircraft;

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

Schedule

States
ND, WA, WV, WY

Copyright 1991 National Council on Compensation Insurance.

WC 00 03 11

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

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

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.

2. The bodily injury must occur in the course of employment necessary or incidental to work in a state listed in the Schedule.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.

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

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

B. We Will Pay

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

Copyright 1984 National Council on Compensation Insurance

TRAVELERS DOC MGMT000035

C. **Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.

2. bodily injury intentionally caused or aggravated by you.

D. **Before We Pay**

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

1. release you and us, in writing, of all responsibility for the injury or death.

2. transfer to us their right to recover from others who may be responsible for the injury or death.

3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

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

E. **Recovery From Others**

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

F. **Employers Liability Insurance**

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

Schedule

Employees	State of Employment	Designated Workers Compensation Law
All Officers And Employees Not Subject To The Workers Compensation Law.	Maryland Texas	The State Where The Injury Takes Place.

Copyright 1984 National Council on Compensation Insurance

TRAVELERS DOC MGMT000097

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 11A

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

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

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

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in

Copyright 1991 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000058

the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. **Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.

2. bodily injury intentionally caused or aggravated by you.

D. **Before We Pay**

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

1. Release you and us, in writing, of all responsibility for the injury or death.

2. Transfer to us their right to recover from others who may be responsible for the injury or death.

3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

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

E. **Recovery From Others**

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

F. **Employers Liability Insurance**

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

Schedule

Employees	State of Employment	Designated Workers' Compensation Law
All Officers & Employees Not Subject To The Workers Compensation Law.	Any State Shown In Item 3A. Of The Information Page.	The State Where The Injury Takes Place.

Copyright 1991 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000099

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

This endorsement does not apply in these states: Kentucky, New Jersey, Pennsylvania, and Texas.

Schedule

Any Person Or Organization Which A Named Insured Has By Written Contractual Agreement Executed Prior To An Occurrence Or Accident, Agreed To Waive Its Recovery Rights.

All States Except For The Following States That Do Not Allow 'Waiver Of Our Right To Recover From Others':

NJ, PA, UT

**This Endorsement Does Not Apply In CA or TX.

Copyright 1983 National Council on Compensation Insurance.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 04

PENDING RATE CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

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

This endorsement does not apply in Illinois, Massachusetts, Michigan, Minnesota, or New Mexico.

Schedule

State

GA ME SC

Copyright 1983 National Council on Compensation Insurance

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 14

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

820299 Ed. 7-90 Printed In U.S.A. Copyright 1990 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00192

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 19

PREMIUM DUE DATE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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.**

© 2000 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00103

WC 02 06 01

ARIZONA CANCELATION ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

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 if you fail to pay premium when due. We must mail or deliver to you and the Industrial Commission of Arizona not less than 30 days advance written notice stating when the 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.

Copyright 1986 National Council on Compensation Insurance

TRAVELERS DOC MGMT00104

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 01 01 A

LONGSHORE AND HARBOR WORKERS COMPENSATION ACT

COVERAGE ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

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

C. Workers Compensation Law

Workers Compensation Law means the workers or workmens compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmens compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

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

Schedule

Code No.	Classification	Estimated Annual Remuneration	Rate per $100 of Remuneration	Estimated Annual Premium
See Item 4 of the Information Page.				

Total Estimated Annual Premium See Tot Cost Agrmnt

TRAVELERS DOC MGMT06105

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 01 A

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

1. **Minors Illegally Employed - Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.

2. **Punitive or Exemplary Damages - Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.

3. **Increase in Indemnity Payment - Reimbursement** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars ($100).

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

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

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

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.

Copyright 1998 by the Workers Compensation Insurance Rating Board of California. All rights reserved.

TRAVELERS DOC MGMT00196

6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.

7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

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

Copyright 1998 by the Workers Compensation Insurance Rating Board of California. All rights reserved.

WC 04 03 05 (Ed. 1-85)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT-CALIFORNIA

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

Schedule

All Officers And Employees Not Subject To The Workers Compensation Law.

TRAVELERS DOC MGMT00108

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

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

Schedule

Person or Organization	Job Description
Any Person Or Organization Which A Named Insured Has By Written Contractual Agreement Executed Prior To An Occurrence Or Accident, Agree To Waive Its Recovery Rights.	All Construction Operations Of The Named Insured - If Any

**See Total Cost Agreement

TRAVELERS DOC MGMT00109

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 10

DUTY TO DEFEND - CALIFORNIA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number . of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

WE WILL DEFEND

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

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

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

TRAVELERS DOC MGMT00110

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 60 A

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including 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 California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The **"Exclusions"** section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:

   1. liability assumed under a contract.

2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:

   7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

" 1999 by the Workers Compensation Insurance Rating Bureau of California. All rights reserved.

TRAVELERS DOC MGMT00111

4. The following exclusions are added:

   1. bodily injury to any member of the flying crew of any aircraft.

   2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law(s) applicable to you or otherwise fail to comply with that law.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 04 07

PREMIUM ADJUSTMENT ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

We have the right to adjust the policy premium after issuance of the policy if the cost of providing the benefits required under the workers compensation laws of California is affected by legislative or regulatory changes adopted after issuance of the policy. The amount of the adjustment will not exceed the change in the cost of providing the benefits as reflected in the pure premium rates approved by the Insurance Commissioner.

© 1999 by the Workers Compensation Insurance Rating Bureau of California. All rights reserved.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 06 01 A

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The cancelation condition in Part Six (Conditions) of the policy is replaced by the these conditions:

Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy for one or more of the following reasons:

   a. Non-payment of premium;

   b. Failure to report payroll;

   c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;

   d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;

   e. Material misrepresentation made by you or your agent;

   f. Failure to cooperate with us in the investigation of a claim;

   g. Failure to comply with Federal or State safety orders;

   h. Failure to comply with written recommendations of our designated loss control representatives;

   i. The occurrence of a material change in the ownership of your business;

   j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;

   k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;

   l. The occurrence of any change in your business or operation which contemplates an activity excluded by your reinsurance treaties.

TRAVELERS DOC MGMT00114

3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissurance of a policy effective upon a material change in ownership or operations, notice will not be provided.

4. The policy period will end on the day and hour stated in the cancelation notice.

TRAVELERS DOC MGMT00115

The ST Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 16

CALIFORNIA LOSS REIMBURSEMENT AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement applies to the insurance provided by this policy because California is scheduled in Item 3.A. of the Information Page, and because California is subject to the LOSS REIMBURSEMENT ENDORSEMENT, WC 99 03 04 C.

The **General Conditions** section of endorsement WC 99 03 04 C is replaced with the following.

The Loss Reimbursement Endorsement applies to the workers compensation insurance coverage, the employers liability coverage, the other states insurance coverage, and any endorsement provided in this policy. This endorsement applies between you and us. It does not affect the rights of others under this policy, nor does it change our obligations under this policy, except as otherwise stated in this endorsement.

In consideration of a reduced premium, you have agreed to reimburse us up to the loss reimbursement amounts stated in the endorsement for all loss amounts, whether paid or incurred, including allocated loss adjustment expense which arises out of any claim or suit we defend, where you elect to include such expense.

We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the loss reimbursement amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us. Non-payment of loss reimbursement amounts by you shall not relieve us from payment of compensation for injuries sustained by your employees during the period of time the endorsed policy was in effect. Further, loss reimbursement amounts for workers compensation insurance coverage will not be terminated retroactively for non-payment of loss reimbursement amounts.

Notwithstanding loss reimbursement amounts, we will pay all obligations on your behalf for workers compensation injuries occurring during the policy period. Payments made by us within the loss reimbursement amount will be treated as an advancement of funds by us and will create a legal obligation for reimbursement. We may require appropriate security against these legal obligations. Non-payment of loss reimbursement amounts by you will be treated in the same manner as non-payment of premium.

TRAVELERS DOC MGMT00116

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 05 04 02

COLORADO CLASSIFICATION ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (If any) $

Authorized Representative

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Colorado is shown in Item 3.A. of the Information Page.

Section B. Classifications of Part Five (Premium) is amended by adding the following:

The assignment of a proper classification resulting in higher premium is allowed only if the misclassification was caused by your failure to provide accurate or complete data. If your operation changes during the policy term, you must notify us within ninety days of the change. Failure to notify us will be considered a failure to provide accurate or complete data.

Section E. Final Premium of Part Five is amended by adding this sentence at the end of the first paragraph:

Payments to us or to you based on improper classification may be collected or refunded during the term of the policy and for twelve months after the term.

51295 Ed 11-90 Printed In U.S.A. Copyright 1990 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00117

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 05 04 03

COLORADO PREMIUM CREDIT FOR CERTIFIED RISK MANAGEMENT PROGRAMS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement applies to Part One (Workers Compensation Insurance) because Colorado is listed in Item 3.A. of the Information Page.

The Colorado Workers Compensation Cost Containment Board has determined that a premium differential shall be provided on all policies when you have selected a designated medical provider.

If you qualify for experience and/or schedule rating and you have implemented a certified workers compensation risk management program or service, we must allow a 5% premium credit if your loss experience has improved since your last renewal date. The Schedule below will indicate if you qualify for this credit.

If you do not qualify for experience and/or schedule rating on your workers compensation insurance and you have implemented a certified workers compensation risk management program or service, we must offer premium credits as follows:

Premium Credit	Credit Criteria
10%	If you have been loss free for at least the last year immediately preceding the effective date of the premium credit.
8%	If you have had one medical loss exceeding the $250 in the last year immediately preceding the effective date of the premium credit.
6%	If you have had two medical losses, each exceeding $250, within the last year immediately preceding the effective date of the premium credit.
4%	If you have had three medical losses, each exceeding $250, within the last year immediately preceding the effective date of the premium credit.
2%	If you have had three medical losses, each exceeding $250, and one claim for loss of time in the last year immediately preceding the effective date of the premium credit.
0%	If you have had more than three medical losses and one claim for loss of time in the last year immediately preceding the effective date of the premium credit.

TRAVELERS DOC MGMT00110

If you have selected a designated medical provider, we must allow a credit of 2.5%. If you are eligible for schedule rating, the 2.5% credit must be included in the total schedule credit or debit, subject to the 25% maximum limitation.

If you are not eligible for experience or schedule rating, the 2.5% credit will be applied, in addition to the premium credit applicable. The combined premium credit and the 2.5% credit for selection of a designated medical provider shall not exceed 12.5%.

Schedule

% Premium Credit	Certified Risk Management Program/Designated Medical Provider
See Schedule of Operations in your Information Page.	

I am aware of the premium differentials for being certified by the Colorado Cost Containment Board and/or for selection of a Designated Medical Provider in the state of Colorado.

Complete this disclosure statement and return a copy to St. Paul.

Signature of Insured

_____

Title_____ Date_____

TRAVELERS DOC MGMT00119

WC 08 06 01

DISTRICT OF COLUMBIA CANCELATION ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect.

2. We may cancel this policy. We will mail or deliver to you and the Mayor not less than 30 days advance written notice stating when the cancelation is to take effect. Mailing this notice to you at your mailing address last known to us will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancelation notice.

Copyright 1984 National Council on Compensation Insurance

TRAVELERS DOC MGMT00120

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 09 06 06

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

Copyright 1998 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00121

The ST Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 10 06 01 A

GEORGIA CANCELATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The **Cancelation** Condition of the policy is replaced by this Condition:

D. **Cancelation, Nonrenewal and Change**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect, subject to the following:

   a. If only your interest is affected, the effective date of cancelation will be the later of the date we receive notice from you or the date specified in the notice.

   b. If by statute, regulation or contract this policy may not be canceled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days notice to you and the third party as soon as practicable after receiving your request for cancelation.

      Our notice will state the effective date of cancelation, which will be the later of the following:

      (1) 10 days from the date of mailing or delivering our notice, or

      (2) The effective date of cancelation stated in your notice to us.

2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancelation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been if effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancelation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancelation or nonrenewal.

3. If we increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.

4. The policy period will end on the day and hour stated in the cancelation notice except as provided for above.

Copyright 1993 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00122

WC 15 04 01

KANSAS FINAL PREMIUM ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This endorsement changes how the final premium is determined. The change applies only to the premium charged because Kansas is shown in Item 3.A. of the Information Page.

Kansas final premium will not be less than the highest minimum premium for the classifications covered by this policy unless there are two or more classifications covered and the highest rated classification has less than $500.00 payroll. When this occurs the final premium will not be less than one-half of the sum of the two highest minimum premiums for any classifications covered by the policy other than Clerical Office and Salespersons. When the highest rated classification has less than $500.00 payroll and Clerical Office and Salespersons classifications are the only classifications showing payrolls, the final premium will not be less than the minimum premium for the classification showing the highest payroll.

Copyright 1984 National Council on Compensation Insurance

TRAVELERS DOC MGMT00123

WC 15 06 01 A

KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

The Cancelation Condition of the policy is replaced by these two Conditions:

Cancelation

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you not less than 10 days advance written notice stating when the cancelation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than 30 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.

3. If this policy has been in effect for 90 days or more, we may cancel only for one of the following reasons:

   a. nonpayment of premium;
   b. the policy was issued because of a material misrepresentation;
   c. you violated any of the material terms and conditions of the policy;
   d. there are unfavorable underwriting factors, specific to you, that were not present when the policy took effect;
   e. the Commissioner has determined that our continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
   f. the Commissioner has determined that we no longer have adequate reinsurance to meet our needs.

4. Our notice of cancelation will state our reasons for canceling.

5. The policy period will end on the day and hour stated in the cancelation notice.

Copyright 1986 National Council on Compensation Insurance

TRAVELERS DOC MGMT00124

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice when the nonrenewal will take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

2. Our notice of nonrenewal will state our reasons for not renewing.

Copyright 1986 National Council on Compensation Insurance

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 16 06 01

KENTUCKY CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The **Cancelation** Condition of the policy is replaced by the following:

Cancelation

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

2. We may cancel this policy. We will deliver or mail to you not less than 75 days advance written notice stating when the cancelation is to take effect and our reasons for cancelation. If we cancel for nonpayment of premium or within 60 days of the date of issuance of the policy, we will deliver or mail this notice not less than 14 days prior to the effective date of cancelation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

3. After coverage has been in effect more than 60 days or after the effective date of a renewal policy, we may not cancel the policy unless cancelation is based on one or more of the following reasons:

   a. nonpayment of premium;

   b. discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy;

   c. discovery of willful or reckless acts or omissions on your part increasing any hazard originally insured;

   d. changes in conditions after the effective date of the policy or any renewal substantially increasing any hazard originally insured;

   e. a violation of any local fire, health, safety, building, or construction regulation or ordinance at any of your covered workplaces substantially increasing any hazard originally insured;

   f. our involuntary loss of reinsurance for the policy;

   g. a determination by the commissioner that the continuation of the policy would place us in violation of Kentucky insurance laws.

Nonrenewal

1. We may elect not to renew the policy. We will deliver or mail to you not less than 75 days advance written notice stating our intention not to renew and our reason or reasons for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Copyright 1997 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00125

2. If we fail to provide the notice of nonrenewal as required, the policy will be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium, and coverage will continue until you have accepted replacement coverage with another insurer, until you have agreed to the nonrenewal, or until the policy is canceled.

3. If we have delivered or mailed to you a renewal notice, bill, certificate, or policy not less than 30 days before the end of the current policy period clearly stating the amount and due date of the renewal premium charge, then the policy will terminate on the due date without further notice unless the renewal premium is received by us or our agent o nor before the due date. If the policy terminates in this manner, we will deliver or mail to you within 15 days of termination at your mailing address shown in Item 1 of the Information Page a notice that the policy was not renewed and the date on which coverage ceased to exist. Proof of mailing of the renewal premium to us or our agent on or before the due date will constitute a presumption of receipt on or before the due date.

4. If we offer to renew the policy for a premium amount more than 25% greater than the premium amount for the current policy term for like coverage and like risks, we will deliver or mail to you and to your agent not less than 75 days advance written notice of the renewal premium amount. We may at our option, in order to comply with this requirement, extend the period of coverage of the current policy at the expiring premium.

Copyright 1997 National Council on Compensation Insurance, Inc.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 16 06 02

KENTUCKY NOTICE OF APPEAL RIGHTS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

Notice Of Your Rights

If you believe that the rates or the rating system under this policy have been incorrectly or improperly applied, you may request a review of the manner in which the rate or rating system has been applied. You must make your request in writing to us or the National Council on Compensation Insurance, Inc. (NCCI). We or NCCI has thirty (30) days to grant or reject your request for a review and to notify you in writing whether your request has been granted or rejected. If your request is granted, we or NCCI shall conduct the review within the ninety (90) days of receiving your request. If your request is rejected or if you are dissatisfied with the results of the review, you may appeal to the commissioner for further review. You must make your appeal within thirty (30) days of receipt of the rejection or of the results of your review. Your appeal is to be sent to:

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

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

© 1999 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00128

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 18 04 06 A

MAINE NOTICE OF SURCHARGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

We are required by the Maine Workers Compensation Residual Market Deficit Resolution and Recovery Act to collect a surcharge of 6.32% of the premium for this policy to fund a residual market deficiency. The surcharge applies to discounted standard premium after application of premium credits for deductibles up to $5,000. Surchargeable premium will not be further reduced by premium credits for deductibles in excess of $5,000. The surcharge is calculated for retrospectively rated policies in the same manner as it is calculated for large deductible policies.

Copyright 1996 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00129

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 18 04 07

MAINE ANNIVERSARY MODIFICATION RATING DATE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The experience rating modification factor for this policy may change on your anniversary rating date shown in the Schedule. The application of the modification factor must meet the requirements set forth in Chapter 450 of the Maine Bureau of Insurance Rules.

Schedule

Anniversary Rating Date August (Month) 31 (Day)

Copyright 1996 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00130

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 18 06 01

MAINE INSPECTION IMMUNITY ENDORSEMENT

(TITLE 14 MAINE REVISED STATUTES ANNOTATED SECTION 167)

THE FOLLOWING LIMITS OUR LIABILITY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence or by the negligence or our agents, employees or service contractors;

B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;

C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or

D. If we fail to provide this written notice to the insured whenever a policy is issued or when new policy forms are issued upon renewal.

Copyright 1983 National Council on Compensation Insurance.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 18 06 03 A

MAINE CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The **Cancelation** Condition of the policy is replaced by this Condition:

Cancelation

1. You may cancel this policy. You 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 and to the Workers Compensation Board not less than 30 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancelation notice. If you have obtained a workers compensation and employers liability insurance policy from another insurance company, or have otherwise secured your obligation to provide compensation, and such insurance or other security becomes effective prior to the expiration of the notice period, the policy period will end on the effective date of such other insurance or security.

4. If this policy has been renewed or has been in effect for 60 days or more, we may cancel only for one of the following reasons:

   a. Nonpayment of premium;

   b. Fraud or a material misrepresentation was made in obtaining the policy, continuing the policy or presenting a claim under the policy;

   c. The risk accepted when the policy was issued has substantially increased;

   d. Your failure to comply with reasonable loss control recommendations;

   e. A substantial breach of contractual duties, conditions or warranties under the policy;

   f. The Superintendent has determined that continuation of the policy could jeopardize our solvency or place us in violation of the law.

Nonrenewal

We may elect not to renew the policy. We will mail or deliver to you not less than 30 days advance written notice. A post office certificate of mailing to you at your last known address will be conclusive proof of receipt of that notice on the third calendar day after mailing.

Copyright 1995 National Council on Compensation Insurance.

TRAVELERS DOC MAINT00182

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 18 06 04

MAINE FINAL PREMIUM AUDIT ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

Part Five (Premium), Condition E, Final Premium, and Condition G, Audit, are changed by adding these conditions:

E. Final Premium

We are required by Maine regulation to complete our final premium audit not later than 120 days after the policy period ends.

If we are unable to examine and audit your records because of your failure to cooperate, we will mail advance written notice to you stating the reasons for our inability to establish the final premium. Your final premium will be established no later than 120 days from the time we are able to complete the examination and audit of your records.

If we have not established the final premium within the 120-day time limitation, we may not bill or collect any additional premium that exceeds the latest billed annual premium.

G. Audit

You may request a final premium audit to determine whether you are entitled to a refund, if we have not established the final premium within the 120-day time limit. You will mail or deliver written notice to us requesting the audit.

Copyright 1991 National Council on Compensation Insurance.

TRAVELERS DOC MEMT00193

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 18 06 06

MAINE NOTICE OF FILING OF FIRST REPORTS OF INJURY WITHIN SEVEN DAYS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (If any)

Authorized Representative

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

Employer's First Report of Occupational Injury or Disease, form WCB-1, required to be filed for injuries arising out of and in the course of an employee's employment that has caused the employee to lose a day's work shall be reported to and received by the Workers Compensation Board within SEVEN days after the employer receives notice or knowledge of the injury, as provided by 30-A M.R.S.A. sec. 303. First Reports of Injury can be mailed, electronically submitted or faxed to the Workers Compensation Board at 207-287-5895.

Contact us immediately if an injury occurs which may be required to be reported to the Workers Compensation Board.

Copyright 1999 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00134

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 19 06 01 B

MARYLAND CANCELATION ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The **Cancelation** Condition of the policy is replaced by this Condition:

D. **Cancelation**

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy. We will file with the Office of the Maryland Workers Compensation Commission, and mail by certified mail or deliver to you, not less than 30 days advance written notice stating when the cancelation is to take effect. Mailing this notice to you at your mailing address last known to us will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancelation notice, or 30 days after the date the notice was received by the Maryland Workers Compensation Commission, whichever date is later.

© 2001 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00135

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 24 04 06 B

MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

As a Missouri employer, you have the right, as provided by Section 287.957 of the Revised Statutes of Missouri, to have medical-only claims of less than $500 excluded from your experience modification calculation. This will only be allowed when you pay all of the employee's medical costs, there is no lost time from the employment, and no claim is filed. You still must report all injuries, regardless of the dollar amount, to the Division of Workers' Compensation and to us.

However, it should be noted that if, at any time, the medical expenses that are paid "out-of-pocket" due to a particular injury should ever exceed $500 in the aggregate, and/or the employee misses work due to the injury, then this injury must be reported to the insurance company as a claim. We will pay the full amount of the claim, which includes any reimbursements due to you for past medical expenses incurred by you for this particular claim. As a result, the total amount of losses incurred by us due to this claim will be included in your experience modification calculation.

Copyright 1998 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00135

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 24 06 01 B

MISSOURI CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The **Cancelation** Condition of the policy is replaced by the following:

Cancelation

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

2. We may cancel this policy. We will mail or deliver to you not less than 60 days advance written notice stating when the cancelation is to take effect and our reason for cancelation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

3. The 60-day notice requirement does not apply where cancelation is based on one or more of the following reasons:
   a. nonpayment of premium;
   b. fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy;
   c. a violation of policy terms;
   d. changes in conditions after the effective date of the policy materially increasing the hazards originally insured;
   e. our insolvency;
   f. our involuntary loss of reinsurance for the policy.

4. The policy period will end on the day and hour stated in the cancelation notice.

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice stating when the nonrenewal will take effect and our reason for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:

   a. we show you our willingness to renew the policy but you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or

   b. you fail to pay all premiums when due; or

   c. you obtain other insurance as a replacement of the policy.

Copyright 1995 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00137

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 24 06 02 A

MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

Missouri Property and Casualty Guaranty Association Coverage Limits:

1. Subject to the provisions of the Missouri Property and Casualty Insurance Company Guaranty Association Act (Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (Association), the Association will pay claims covered under the Act if we become insolvent.

2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act.

   a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than $25 million on the date the insurer becomes insolvent.

      If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

   b. The Association will pay the full amount of any covered claim arising out of a workers compensation policy, but payments made by the Association for other covered claims will include only that amount of each claim which is:

      (1) In excess of $100; and
      (2) Less than $300,000.

      However, the association will not:

      (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
      (2) Return to an insured any unearned premium in excess of $10,000.

      These limitations have no effect on the coverage we will provide under this policy.

Copyright 1996 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00138

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 24 06 04

MISSOURI AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

Section G., **Audit**, of Part Five (Premium) of the policy is replaced by the following:

G. Audit

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

Audits shall be completed, billed, and premiums returned within 120 days of policy expiration or cancellation. This standard of 120 days shall not be applicable if:

1. A delay is caused by your failure to respond to reasonable audit requests provided that the requests are timely and adequately documented; or

2. A delay is by the mutual agreement of you and us provided that the agreement is adequately documented.

If you or we have any objection to the results of any audit, you or we shall have up to three years from the date of expiration or cancellation of this policy in which to send a written notice demanding a reconsideration of the audit. The written notice shall be based upon sufficiently clear and specific facts as to why the audit should be reconsidered.

Copyright 1999 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00139

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 19 A

MISSOURI LOSS REIMBURSEMENT AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560.
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page, and because Missouri is subject to the LOSS REIMBURSEMENT ENDORSEMENT, WC 99 03 04C.

The following replaces Part Six-Conditions D. Cancelation.

Cancelation

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

2. We may cancel this policy. We will mail or deliver to you not less than 60 days advance written notice stating when the cancelation is to take effect and our reason for cancelation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

3. The 60-day notice requirement does not apply where cancelation is based on one or more of the following reasons:
   a. nonpayment of premium;
   b. fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy;
   c. a violation of policy terms;
   d. changes in conditions after the effective date of the policy materially increasing the hazards originally insured;
   e. our insolvency;
   f. our involuntary loss of reinsurance for the policy.

4. If Missouri is subject to the Loss Reimbursement Endorsement, upon receipt of a billing from us, you must reimburse us within 30 days of receipt of a billing from us for all amounts for which you are responsible under the Loss Reimbursement Endorsement.

   If you fail to do so, we may, at our option, cancel either the Loss Reimbursement Endorsement or this policy for nonpayment of premium by mailing or delivering to you not less than thirty days written notice stating the day and hour the cancelation is to take effect. Certified mailing of that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. The policy period will end on the day and hour stated in the cancelation notice.

TRAVELERS DOC MOMT00140

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice stating when the nonrenewal will take effect and our reason for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:

   a. we show you our willingness to renew the policy but you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or

   b. you fail to pay all premiums when due; or

   c. you obtain other insurance as a replacement of the policy.

TRAVELERS DOC MGMT00141

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 25 03 04

MONTANA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The exclusion provision of Part Two of the policy is replaced by this Provision:

Part Two
Employers Liability Insurance

C. Exclusions

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you, or bodily injury caused by the intentional and/or malicious act or omission of you or your employee(s);

© 2000 National Council on Compensation Insurance, Inc.

WC 25 06 01

MONTANA CANCELATION AND NONRENEWAL ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

Cancelation

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy. We will mail or deliver to you and to the Workers Compensation Division not less than 20 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.

3. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:

a. A nonpayment of premium;

b. A material misrepresentation;

c. A substantial change in the risk we assumed under the policy unless it was reasonable for us to foresee the change or contemplate the risk when we issued the policy;

d. A substantial breach of the duties, conditions or warranties under the policy;

e. The Commissioner has determined that continuation of the policy would place us in violation of the laws of Montana;

f. We are financially impaired; or

Copyright 1987 National Council on Compensation Insurance

TRAVELERS DOC MGMT00143

g. Any other reason that is approved by the Commissioner.

4. Our notice of cancelation will state our reasons for canceling.

Nonrenewal

1. We may elect not to renew. We will mail or deliver to you and your agent not less than 30 days advance written notice stating our intention not to renew this policy. Mailing notice to you at your last known address will be sufficient to prove notice.

2. We do not have to renew the policy if you are insured elsewhere, accept replacement insurance or request or agree to nonrenewal or if the policy is expressly designated as being nonrenewable.

3. Our notice of nonrenewal will state our reasons for not renewing.

Copyright 1987 National Council on Compensation Insurance

TRAVELERS DOC MGMT00144

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 25 06 02

MONTANA SAFETY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement applies only to the insurance provided by the Policy because insurance is provided to you in Montana.

You must establish and administer an education-based safety program for all employees including temporary workers. The program shall consist of a safety training program which includes new employee general safety orientation, job- or task-specific safety training, and continuous refresher safety training encompassing periodic safety meetings. The education-based safety program will also include periodic hazard assessments, with corrective actions identified, and appropriate documentation of performance of the activities.

If you have more than five employees, then you must have a comprehensive and effective safety program which has a safety committee, established procedures for reporting and investigating all work-related incidents, accidents, injuries, and illnesses, and established procedures that assign specific safety responsibilities and safety performance accountability.

We must provide safety consultation services to you which include consideration of the hazard, experience, and the size of your operations. We will notify you of the type of safety consultation services available and the location where the safety consultation services may be requested. If we furnish or fail to furnish safety consultation services related to, in connection with, or incidental to providing workers compensation, we are not responsible for damages from any injury, loss, or death occurring as a result of any act or omission by us, our employees or our service contractors in the course of providing safety consultation services to you.

However, we may be responsible for any safety consultation services required to be performed under the provisions of a written service contract or which a specific charge is made and not incidental to a policy of insurance; for damages caused by our actions or omission to act in which it was judicially determined that the act or omission constituted a crime or involved actual malice; or if the injury, loss, or death occurred during the actual performance of safety consultation services and was directly and proximately caused by us.

Copyright 1993 National Council on Compensation Insurance.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 27 06 01

NEVADA CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The **Cancelation** Condition of the policy is replaced by these Conditions.

Midterm Cancelation

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy. If we cancel because you fail to pay all premiums when due, we will provide to you not less than 10 days' advance notice stating when the cancelation is to take effect. If we cancel for any other reason, we will provide to you not less than 30 days' advance notice stating when the cancellation is to take effect.

3. If this policy has been in effect for 70 days or more or has been renewed, we may cancel only for one of the following reasons:
   a. nonpayment of premium;
   b. you or your officers, partners or members are convicted of a crime arising out of acts increasing the hazard insured against;
   c. discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim under the policy;
   d. discovery of an act or omission or a violation of any condition of the policy that occurred after the first effective date of the current policy and that substantially and materially increases the hazard insured against;
   e. a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
   f. the Commissioner has determined that our continuation of our present volume of premiums would jeopardize our solvency or be hazardous to our policyholders, our creditors or the public; or
   g. the Commissioner has determined that the continuation of the policy would violate, or place us in violation, of any provision of the Nevada code.

Anniversary Cancelation

If the policy is issued for a term longer than one year, we may cancel the policy for any reason at an anniversary. We will provide notice to you at least 60 days before any anniversary date.

Nonrenewal

1. We may elect not to renew the policy. We will provide to you notice of our intention not to renew at least 60 days before the expiration date.

2. We need not provide notice of our intention not to renew if you have accepted replacement coverage, if you have requested or agreed to nonrenewal, or if the policy is expressly designated as nonrenewable.

Copyright 1998 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGNT00148

Renewal with Altered Terms

1. If we renew the policy on different terms, including different rates, we will notify you at least 30 days before the different terms or rates become effective.

2. If we renew the policy on different terms, you may cancel the policy within 30 days of receiving notice of the changes in the policy. If you cancel under these conditions, we will refund to you the excess of the premium paid above the pro rata premium for the expired portion of the new term.

Information About Claims Paid

1. If you request information for the renewal of the policy, we will provide you with information regarding claims paid on your behalf.

2. We will provide the information within 30 working days after we receive your written request. We may charge a reasonable fee for providing the information.

Notices

1. We will provide written notices of cancelation, nonrenewal with altered terms by personal delivery to you or by first class or certified mail to your address last known to us.

2. Notices will state the effective date of the cancelation or nonrenewal and will be accompanied by a written explanation of the specific reasons for the cancelation or nonrenewal.

WC 30 03 01

NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

Section 52-1-10 of the New Mexico workers compensation law may make you liable for the payment of additional benefits in the case of bodily injury to employees resulting from your failure to supply safety devices. The benefits payable under Part One (Workers Compensation Insurance) includes these additional benefits.

Copyright 1983 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00145

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 30 06 01

NEW MEXICO CANCELATION AND NONRENEWAL ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

The Cancelation Condition of this policy is replaced by the following:

Cancelation

You may cancel this policy by returning it to us or by giving us a written notice and stating at what future time coverage is to cease.

We may cancel this policy, or one or more of its parts, by giving you a written notice. If the premium has not been paid when due, we may cancel at any time by giving the required notice at least 10 days before the cancelation is effective.

If the policy has been in effect less than 60 days and is not a renewal policy, we may cancel by giving the required notice at least 10 days before the cancelation is effective.

If the policy has been in effect for 60 days or more or is a renewal, we may cancel only for one or more of the following reasons:

a. The policy was obtained through material misrepresentation, fraudulent statements, ommissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;

b. Willful and negligent acts or omissions by the insured have substantially increased the hazards insured against;

c. You presented a claim based on fraud or material misrepresentation; or

Copyright 1991 National Council on Compensation Insurance.

TRAVELERS DOC NGNT00149

d. There has been a substantial change in the risk assumed by us since the policy was issued.

We will give the required Notice of Cancelation stating the reason(s) for cancelation at least 30 days before the cancelation is effective. The notice will state the time that the cancelation is to take effect. The notice will be sent to your mailing address last known to us.

Your return premium, if any, will be calculated as follows:

a. If we cancel, we will return all unearned premiums.

b. If you cancel, the refund will be calculated according to our rules.

Your return premium will be refunded to you with the cancelation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancelation.

Nonrenewal

If we decide not to renew this policy, we must give you written notice of our intention not less than 30 days prior to the expiration of the policy.

This nonrenewal section does not apply to any policy of insurance issued to an insured who has its principal place of business outside this state.

Copyright 1991 National Council on Compensation Insurance.

WC 31 03 08

NEW YORK LIMIT OF LIABILITY ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New York is shown in Item 3.A. of the Information Page.

We may not limit our liability to pay damages for which we become legally liabile to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 31 03 19 A

NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM EXPLANATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

The declarations section of this policy will show a credit of 0.00% if you are not eligible for this credit, or if you are eligible for this credit and have not yet applied for a credit. Credits are earned for average wages in excess of $13.00 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5102	5402	5506	5703	6235	7538
3365	5160	5403	5507	5709	6251	7601
3724	5183	5428	5508	6003	6252	7855
3726	5184	5429	5536	6005	6254	8227
3737	5188	5443	5538	6017	6259	9526
5000	5190	5445	5545	6018	6260	9527
5022	5193	5462	5547	6045	6306	9534
5037	5213	5473	5606	6204	6319	9539
5040	5221	5474	5610	6216	6325	9545
5057	5222	5479	5645	6217	6400	9549
5059	5223	5480	5648	6229	6701	9553
5069	5348	5491	5651	6233	7536	

For policies effective prior to 04/01/01, the basis for determining the credit is the total payroll (excluding overtime premium pay) and hours worked for each construction classification for the third quarter, as reported to taxing authorities, for the year preceding the policy date. For example:

Policy Inception Date	Third Quarter Payroll
4/1/99 thru 3/31/00	1998
4/1/00 thru 3/31/01	1999

For policies effective after 04/01/01, the basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing) for the third quarter, as reported to taxing authorities, for the year preceding the policy date. Total payroll is to continue to be reported for employees engaged in the construction of one or two-family residential housing. For example:

Policy Inception Date	Third Quarter Payroll
4/1/01 thru 3/31/02	2000
4/1/02 thru 3/31/03	2001

Copyright 1999 New York Compensation Insurance Rating Board.

TRAVELERS DOC MGMT00152

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately nine months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York Compensation Insurance Rating Board.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Audit Department, New York Compensation Insurance Rating Board, 200 East Forty-Second Street, New York, NY 10017.

Applications must be received within six months prior to the inception date of this policy (or at the latest, within 12 months after the inception date if accompanied by a letter explaining the reason for late submission).

Under no circumstances will an application for this credit be accepted more than 12 months after the inception date of this policy.

The New York Workers Compensation and Employers Liability Insurance Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

TRAVELERS DOC MGMT00153

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 31 04 04

NEW YORK PENDING PAYROLL LIMITATION AND PREMIUM DIFFERENTIAL ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

The Construction Employment Payroll Limitation Law (S7744/A11294) requires a payroll limitation and territory premium differential on policies for all employers subject to the Law with an anniversary rating date on or after October 1, 1999. The code(s) currently on your policy may be subject to the Law.

The requirements of the Law may be applied during the policy period or may be applied at time of audit.

Copyright 1999 New York Compensation Insurance Rating Board.

TRAVELERS DOC MGMT00154

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 31 06 17

NEW YORK FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsements adds Foreign Voluntary Compensation Insurance to the policy.

Section 1. Employees Covered

A. This coverage applies only to employees you hire within the limits of the United States of America while they are traveling or temporarily residing outside the United States of America, its territories or possessions or Canada for a period no longer than ninety days.

B. This insurance does not apply to any employees you hire outside the limits of the United States of America.

C. This insurance does not apply to any employees who are employed to work at locations within the following country or countries:

Section 2. How This Insurance Applies

This insurance applies only to bodily injury by accident or to bodily injury by disease. Bodily injury includes resulting death. Bodily injury includes any endemic disease. Endemic diseases are those which are peculiar to a locality or region.

A. An employee included in the group of employees described in Item 1. of the Schedule of this endorsement must sustain the bodily injury.

B. The bodily injury must arise out of and occur in the course of employment necessary or incidental to work in a state, country or subdivision of a country listed in Item 1. of the Schedule of this endorsement.

C. Bodily injury by accident must be during the policy period.

© 2000 New York Compensation Insurance Rating Board

TRAVELERS DOC MGMT00155

D. The conditions of your workplace must cause or aggravate the bodily injury by disease. The employee's last day of last exposure to those conditions causing or aggravating such bodily injury must occur during the policy period.

Section 3. Exclusions

This insurance does not cover:

A. Bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No current or subsequent endorsement to this policy will override or waive this limitation;

B. Compensation or benefits imposed by any non occupational, disability benefits law, plan or any similar law or plan; and

C. Bodily injury you intentionally cause or aggravate.

Section 4. Voluntary Workers Compensation

This endorsement amends Section A. of Part One of the policy by adding the following coverage:

On your behalf, we will voluntarily pay an amount equal to the benefits you would be required to pay if you and the employees described in Item 1. of the Schedule were subject to the workers compensation law designated in Item 1. of the Schedule of this endorsement.

We will pay those amounts to the persons who would be entitled to them under the law. If this is not possible, we will reimburse you for amounts you are required to pay.

The following provisions apply to this insurance:

A. In no event will our liability under this section exceed the amount we or you would have been obligated to pay if the employment and injury had been subject to the workers compensation law designated in Item 1. of the Schedule of this endorsement. The only exception to this is as provided for in Section 6 - Repatriation Expense.

B. We have the option of requesting you to pay sums due directly to persons entitled to them on our behalf. We will reimburse you for these payments when you provide us with satisfactory proof of payment.

C. Before we are required to make any payment or reimburse you, the persons entitled or paid must:

(1) Release you and us in writing from all responsibility for the bodily injury or death;

(2) Transfer to us their right to recover from others who may be responsible for the injury or death to the extent of our payment or reimbursement; and

(3) Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If a person entitled to payment under this section refuses to accept voluntary payments offered, we may, at our discretion, withdraw the offer to pay compensation benefits. If this happens, we will notify you and the employee that we will no longer be bound by the provisions of this section.

D. Under this or any other policy we have issued to you, it is possible that the provisions of a workers compensation law, plan or any similar law or plan may hold you or us legally liable for any injury where payments have been made or would otherwise be

© 2000 New York Compensation Insurance Rating Board

TRAVELERS DOC MGNT00156

made under Section 4. of this endorsement. If this happens, we agree that we will make no further payments under Section 4. if Section 5. of this endorsement applies.

Section 5. Legal Liability Under Workers Compensation Law

A. If benefits are payable under a workers compensation or occupational disease law of any state, country or subdivision of a country other than the United States of America, its territories or possessions of Canada, we will reimburse you up to but not in excess of the cost of benefits which have been payable under the workers compensation law of the state designated in Item 1. of the Schedule of this endorsement.

B. We will not be liable for any loss for which you had other valid and collectible insurance.

C. We assume no obligation to defend any suit or proceeding against you outside of the United States of America, its territories or possessions or Canada.

D. The coverage Section 5. affords does not cover fines or penalties imposed on you for failure to comply with the requirements of any workers compensation or occupational disease law of any state, country or subdivision of a country.

Section 6. Repatriation Expense

This section only applies to coverage provided for in Section 4. and 5. of this endorsement.

Medical expenses include additional expenses of repatriation to the United States of America incurred as a result of bodily injury to employees. In the event an employee is injured, our liability is limited to the amount by which these expenses exceed the normal cost of returning the employee. In the event of an employee's death, our liability is limited to the amount by which the expenses of returning the body exceed the normal cost of returning an employee who is alive and in good health.

Our liability will never exceed the amount indicated in Item 2. of the Schedule of this endorsement for one covered employee or accident.

The policy does not afford coverage for repatriation expenses unless a specific limit of liability for each covered employee and accident appears in Item 2. of the Schedule of this endorsement.

Section 7. Employers Liability

The following agreement replaces Section B. of Part Two - Employers Liability of the policy with respect to the coverage this endorsement provides.

A. We Will Pay

We will pay, on your behalf, all sums which you become legally obligated to pay as damages because of bodily injury by accident or disease, including resulting death, sustained in any state or country or subdivision of a country other than the United States of America, its territories or possessions or Canada by any of your employees arising out of and in the course of employment by you.

The following provisions apply to Section 7. of this endorsement:

A. We will reimburse you for all reasonable expenses you incur, including attorneys' fees in defending any suit against you alleging injury and seeking damages on account of any insurance this section of this endorsement affords. We assume no obligation to defend any suit or any proceeding brought against you outside the United States of America, its territories or possessions or Canada.

© 2000 New York Compensation Insurance Rating Board

TRAVELERS DOC MGMT00157

B. The limit of our liability under Part Two will be in accordance with the following provisions:

The words "damages because of bodily injury by accident or disease, including resulting death" in Part Two include damages for care and loss of services. These words also include damages for which you are liable because of suits or claims others bring against you to recover the damages obtained from such others because of bodily injury your employees sustain arising out of and in the course of their employment.

The limit of liability in Item 3. of the Schedule of this endorsement which applies to bodily injury by accident is the total limit of our liability for all damages because of bodily injury by accident including resulting death that one or more employees sustain.

The limit of liability in Item 3. of the Schedule of this endorsement which applies to bodily injury by disease is the total limit of our liability for all damages because of bodily injury by disease including resulting death that one or more employees sustain in any one state, country, or subdivision of a country outside the United States of America, its territories or possessions or Canada listed in Item 1. of the Schedule of this endorsement.

The limits of liability designated in this endorsement supersede and are not cumulative with any limit(s) of liability elsewhere in the policy. The inclusion of more than one insured does not increase the limits of our liability.

Section 8. Premium

In addition to the provisions of Part V - Premium of the policy, the following provisions will apply to this endorsement:

A. We will compute the premium for this coverage in accordance with Part Five of the policy, upon all remuneration paid to employees while traveling or temporarily residing outside the United States of America, its territories or possessions or Canada for a period of no longer than ninety days.

B. We will determine the premium for this coverage on the basis of the workers compensation rules, classifications and rates in accordance with the manuals we use for the state workers compensation law designated in Item 1. of the Schedule of this endorsement.

C. You must maintain payroll records for any employees covered by the provisions of this endorsement.

Section 9. Other Insurance

The following provision replaces Section E. of Part One and Section F of Part Two of the policy with respect to the coverage this endorsement provides.

The insurance for a loss covered by this endorsement will be excess insurance over and above any other insurance except with respect to insurance provided under Section 5. The limits of liability for this insurance will be reduced by an amount equal to the limits of liability other insurance affords.

© 2000 New York Compensation Insurance Rating Board

TRAVELERS DOC NGNT00158

Schedule

1. Name(s) of Employees	State or Country of Operations	Designated Workers Compensation Law
If Any	If Any	New York

2. **Limits of Liability for Repatriation Expense**

   $15,000 each employee

   $50,000 each accident

3. **Limits of Liability for Part Two - Employers Liability**

   $100,000 Bodily Injury by accident each accident

   $100,000 Bodily Injury by disease each employee

   $500,000 Bodily Injury by disease policy limit

© 2000 New York Compensation Insurance Rating Board

TRAVELERS DOC MGMT00155

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 21

NEW YORK LOSS REIMBURSEMENT AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement applies only to the insurance provided by this policy because New York is scheduled in Item 3.A. of the Information Page, and because New York is subject to the LOSS REIMBURSEMENT ENDORSEMENT, WC 99 03 04 C.

The provisions of the NEW YORK LIMIT OF LIABILITY ENDORSEMENT, WC 31 03 08, and the NEW YORK LIMIT OF LIABILITY ENDORSEMENT FOR RESIDENCE EMPLOYEES, WC 31 03 09, remain unchanged by the addition of the LOSS REIMBURSEMENET ENDORSEMENT, WC 99 03 04 C.

The following is added to Part Six-Conditions D. Cancelation

5. Upon receipt of a billing from us, you must promptly reimburse us for all amounts for which you are responsible under this endorsement.

   If you fail to do so, we may, at our option, cancel either the Loss Reimbursement Endorsement or this policy for nonpayment of premium by filing in the office of the Chairman of the State of New York Workers Compensation Board and serving on you written notice stating the day and hour the cancelation is to take effect. Such cancelation shall not be effective until at least ten (10) days after such notice is filed in the office of the Chairman and mailed to you. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

TRAVELERS DOC MGMT00150

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 32 03 01 A

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The Cancelation Condition of the policy is replaced by this Condition.

D. Cancelation

1. You may cancel this policy.

   If you cancel this policy you must mail or deliver not less than 10 days advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy.

   (a) If we cancel this policy for non-payment of premium we must mail or deliver not less than 10 days advance written notice to you stating when the cancelation is to take effect.

   (b) If we cancel this policy for any reason other than non-payment of premium, we must mail by registered or certified mail not less than 30 days advance written notice to you stating when the cancelation is to take effect.

   (c) Mailing required notice of cancelation 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.

Ed. 10-93 Printed in U.S.A.

TRAVELERS DOC MGNT00161

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 34 03 01 B

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This endorsement applies only to work in Ohio.

A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.

B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), **C. Exclusions** is changed by adding these exclusions.

C. Exclusions

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you, or bodily injury resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;

13. bodily injury to any member of the flying crew of any aircraft;

14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with that law.

Copyright 1985, 1988, 1991 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00162

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 35 04 05

OKLAHOMA LOSS COST AND RATE CHANGE NOTICE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

When your policy was issued, we applied rates that were based upon loss costs approved by the Oklahoma Board for Property and Casualty Rates effective January 1, 2001. Those rates and loss costs reflected workers compensation cost savings of approximately 3.4% that would have resulted from medical cost reductions implemented by the Workers Compensation Court, effective January 1, 2001.

On April 6, 2001, the District Court of Oklahoma County ruled that the Workers Compensation Court exceeded its authority when it implemented those medical cost reductions. The District Court ordered that the current Workers Compensation Schedule of Medical and Hospital Fees revert to the schedule that was in effect prior to January 1, 2001.

The Oklahoma Board for Property and Casualty Rates approved an overall loss cost decrease of 6.6% effective January 1, 2001, which included the 3.4% cost savings. Because the 3.4% cost savings will not be realized, the Oklahoma Board for Property and Casualty Rates has approved revised loss cost that reflect an increase of 3.4% retroactive to January 1, 2001. Therefore, the overall reduction in loss costs effective January 1, 2001 is 3.2%.

The policy is being endorsed to reflect new premium based on the revised loss costs. Additional premium may be due immediately or deferred until final audit.

© 2001 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00163

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 35 06 01 C

OKLAHOMA CANCELATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The Cancelation Condition in Part Six (Conditions) of the policy is amended by adding the following provision:

5. If this policy has been in effect for more than 45 business days or is a renewal policy, we may cancel only for one of the following reasons:

   a. Nonpayment of premium;

   b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

   c. Discovery of willful or reckless acts or omissions by you which increase any hazard insured against;

   d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

   e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

   f. A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

   g. Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

   h. Loss of or substantial changes in applicable reinsurance.

Part 6 (Conditions) of the policy is amended by adding the following provisions:

F. **Nonrenewal**

If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to you at least 45 days before:

a. The expiration date of this policy; or

Copyright 2001 National Council on Compensation Insurane, Inc.

TRAVELERS DOC MGMT00184

b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

Any notice of nonrenewal will be mailed or delivered to you at the last mailing address known to us.

If notice is mailed:

a. It will be considered to have been given to you on the day it is mailed.

b. Proof of mailing will be sufficient proof of notice.

If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

We will not provide notice of nonrenewal if:

a. We, or another company within the same insurance group, have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

G. **Notice of Premium or Coverage Changes Upon Renewal**

If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to you, at the last mailing address known to us.

Any such notice will be mailed or delivered to you at least 45 days before:

a. The expiration date of this policy; or

b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

If notice is mailed:

a. It will be considered to have been given to you on the day it is mailed.

b. Proof of mailing will be sufficent proof of notice.

If you accept the renewal, the premium increase or deductible, limits or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

If notice is not mailed or delivereed at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of

a. 45 days after notice is given; or

b. The effective date of replacement coverage obtained by you.

If you then elect not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

Copyright 2001 National Council on Compensation Insurane, Inc.

We will not provide notice of the following:

a. Changes in a rate or plan filed with or approved by the State Board for Property and Casualty Rates or filed pursuant to the Commerical Property and Casualty Competitive Loss Cost Rating Act which are applicable to an entire class of business; or

b. Changes which are based upon the altered nature or extent of the risk insured.

Copyright 2001 National Council on Compensation Insurane, Inc.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 01 F

TEXAS AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

GENERAL SECTION

B. **Who Is Insured** is amended to read:

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

D. **State** is amended to read:

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

PART ONE-WORKERS COMPENSATION INSURANCE

E. **Other Insurance** is amended by adding this sentence:

This section only applies if you have other insurance or are self-insured for the same loss.

F. **Payments You Must Make**

This section is amended by deleting the words "workers compensation" from number 4.

H. **Statutory Provisions**

This section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO-EMPLOYERS LIABILITY INSURANCE

C. **Exclusions**

Section 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

TRAVELERS DOC MGMT00167

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. **We Will Defend**

This section is amended by deleting the last sentence.

PART FOUR-YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE-PREMIUM

A. **Our Manuals** is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. **Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. **Final Premium**

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX-CONDITIONS

A. **Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be cancelled by us.

C. **Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. **Cancellation** is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.

2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancellation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Workers Compensation Commission.

3. Notice of cancellation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancellation or nonrenewal becomes effective if we cancel or do not renew because of:

   a. Fraud in obtaining coverage;

   b. Misrepresentation of the amount of payroll for purposes of premium calculation.

   c. Failure to pay a premium when payment was due;

   d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;

   e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.

4. If another insurance company notifies the Texas Workers Compensation Commission that it is insuring you as an employer, such notice shall be a cancellation of this policy effective when the other policy starts.

PART SEVEN-OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. Claims Notification

We are required to notify you of any claim that is filed against your policy. Thereafter, we shall notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Workers Compensation Commission. You may, in writing, elect to waive this notification requirement.

We shall, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149091, AUSTIN, TEXAS, 78714-9091, FAX NO. (512)475-1771. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

TRAVELERS DOC NGNT00159

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
   Name of person of organization

   ☒ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Construction Operations Of The Named Insured - If Any

3. Premium

   The premium charge for this endorsement shall be ** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

   **See Tot Cost Agreemnt

TRAVELERS DOC MGMT00170

The ST Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 42

TEXAS LOSS REIMBURSEMENT AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement applies to the insurance provided by this policy because Texas is scheduled in Item 3.A. of the Information Page, and because Texas is subject to the LOSS REIMBURSEMENT ENDORSEMENT, WC 99 03 04 C.

The Loss Reimbursement Amount, Basis section of WC 99 03 04 C shall be changed to include the following provision:

> The aggregate loss reimbursement is equal to a percentage of Total Workers Compensation Remuneration or other premium base as defined in Rule V - Premium Basis of the Texas Basic Manual of Rules, Classifications and Experience Rating Plan for Workers Compensation and Employers Liability Insurance.

The Cancellation and Nonrenewal section of endorsement WC 99 03 04 C is replaced with the following:

1. If any insurance subject to this endorsement is canceled or is not renewed, the effective date of the cancellation or nonrenewal will become the end of the Reimbursement Plan Period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the Reimbursement Plan Period.

2. If we cancel or do not renew because of nonpayment of premium or reimbursable losses, the All Covered Claims and Occurrences in the Aggregate amount will be reduced, pro rata, based on the time the policy was in force.

3. If you cancel or do not renew, the All Covered Claims and Occurrences in the Reimbursement Aggregate amount will be based on the fixed amount shown or the amount previously estimated and will not be reduced to a prorata amount based on the time this policy was in force.

TRAVELERS DOC MGMT00171

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 43 06 01

UTAH WORKPLACE SAFETY PROGRAM ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

This endorsement is to inform you that you may be required to establish a workplace safety program and of the premium increase which will occur for failure or refusal to establish such a program.

You may be required to establish such a program if:

1. You have an experience modification factor of 1.00 or higher as determined by NCCI; or

2. You have a three year loss ratio of 100% or higher.

If you are required to implement a workplace safety program, the program must include a written accident and injury reduction plan and must be reviewed annually.

Your premiums may be increased by 5% over any existing rates and premium modifications for failure or refusal to establish a workplace safety program. If an increase has been made to your premium for failure or refusal to establish a workplace safety program, the amount of the increase is listed in the schedule below.

SCHEDULE

See the Schedule of Operations in your Information Page.

Copyright 1993 National Council on Compensation Insurance.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 45 06 02

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

For Virginia insurance, Part Six D. (Conditions-Cancelation) is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancelation, including the date of and reasons for the cancelation, to the Workers Compensation Commission.

2. We may cancel this policy. We will provide you with 30 days notice of cancelation. We will provide the Workers Compensation Commission with immediate notice of such cancelation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.

3. In the event of cancelation by you or us, you must provide 30 days written notice of the cancelation to your covered employees.

4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.

5. If you fail to pay the premium due on this policy, we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

Copyright 1993 National Council on Compensation Insurance.

TRAVELERS DOC MGMT99173

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 43

VIRGINIA DEDUCTIBLE REIMBURSEMENT AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement applies to the insurance provided by this policy because Virginia is scheduled in Item 3.A. and because Virginia is subject to the DEDUCTIBLE REIMBURSEMENT ENDORSEMENT, WC990304A.

The **HOW THIS DEDUCTIBLE APPLIES IN EACH OCCURRENCE AND EACH CLAIM** section of endorsement WC990304A is replaced with the following.

You agree to reimburse us up to the applicable amount shown under the deductible amount, the sum of:

- all benefits required of you by the workers compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement);
- all amounts we legally must pay as damages; and
- all "allocated loss adjustment expense" as part of any claim or suit we defend, if selected;

that results from bodily injury by accident to your employees arising out of any one "occurrence", and bodily injury by disease to your employee arising out of any one "claim". However, the most that you'll be responsible for are the amounts shown under the deductible amount.

We will pay in advance on your behalf part or all of the deductible amount to settle any claim, proceeding or suit, as required by law or at our option. You will reimburse us for any amount(s) we have so advanced as soon as we notify you that we have advanced payment.

Claims Handling Services

Under this endorsement claims will be handled according to the option selected below:

☒ You have agreed to have us administer and process your claims. Costs for these services are reflected in your premium or in a separate charge in accordance to our filed and approved plans.

☐ You have agreed to have someone else administer and process claims that fall within the deductible amounts. As a result of this selection your premium will be reduced to reflect any loss adjustment expense savings according to our filed and approved plans.

TRAVELERS DOC MGMT00174

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 06 19

POLICY INFORMATION PAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy effective date 08/31/01 Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

The carrier number is:

ST. PAUL FIRE AND CASUALTY INS
20800 SWENSON DR, SUITE 300
WAUKESHA WI 53186
NCCI COMPANY NUMBER 21342, FOR THE STATE(S) OF
GA

ST. PAUL INS CO
2925 BRIARPARK, SUITE #300
HOUSTON TX 772422486
NCCI COMPANY NUMBER 12823, FOR THE STATE(S) OF
TX

All other terms and conditions of this policy remain unchanged.

© 1987 National Council on Compensation Insurance, Inc.

WC 99 03 01

COLORADO OPERATIONS ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This policy applies to all of your operations, whether related or not, and to all of your employees (including statutory or constructive employees) for compensation and other benefits required of you by the workers compensation law of the state of Colorado.

TRAVELERS DOC MGMT00175

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 02 A

Foreign Coverage Endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement adds voluntary compensation coverage and employers liability coverage for employees who are citizens or residents of the United States of America while working outside the United States, its territories or possessions or Canada.

VOLUNTARY COMPENSATION COVERAGE

A. How This Voluntary Compensation Insurance Applies

This voluntary compensation coverage applies to bodily injury by accident or bodily injury by disease. Bodily injury by disease includes any sickness or disease endemic to the place of the employee's employment outside the United States, its territories or possessions, or Canada. Bodily injury includes resulting death.

1. The bodily injury must occur in the course of employment in work described in the Schedule and under circumstances which would have rendered you liable for benefits required of you by the workers compensation law shown in the Schedule had you and your employee been subject to that law.

2. The bodily injury must be sustained by an employee who is a citizen or resident of the United States of America while outside the United States, its territories or possessions, or Canada.

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

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

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees who are working outside the United States, its territories or possessions, or Canada were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

We will also pay reasonable costs up to $10,000 per employee which may be incurred over and above normal transportation costs for returning such employees sustaining bodily injury, including the bodies of such employees fatally injured, from anywhere in the world to the United States; provided that the employees' return to the United States is, in the opinion of competent medical authorities, necessary because of such bodily injury.

C. Exclusions

This insurance does not cover:

1. Any obligation imposed by a workers compensation or occupational disease law, or any similar law; or

2. Bodily injury intentionally caused or aggravated by you.

TRAVELERS DOC MGMT00177

D. Before We Pay

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

1. Release you and us, in writing, of all responsibility for the injury or death;

2. Transfer to us their right to recover from others who may be responsible for the injury or death; and

3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

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

E. We Will Investigate, Settle and Defend

We have the right, but not the duty, to investigate and settle a claim made or defend a suit brought elsewhere than within the United States of America, its territories or possessions, or Canada.

F. Payment of Claims

At our option, we may request that you make payments, for us, direct to the persons entitled to the benefits of this insurance. We will reimburse you for those payments upon receipt of proof of payment.

G. Recovery From Others

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

H. Employers Liability Insurance

Part Two-Employers Liability Insurance applies to bodily injury covered by this endorsement.

I. Limits of Liability

1. The limits of liability are included in Item 3B of the Information Page.

2. The limits of liability shall not be cumulative with any limit of liability stated elsewhere in this policy.

SCHEDULE

Description of Work
All Construction Operations Of The Named Insured - If Any

Designated Workers Compensation Law
State Of Hire

THIS ENDORSEMENT DOES NOT APPLY IN NEW YORK, NORTH CAROLINA, OR WISCONSIN.

TRAVELERS DOC MGMT00178

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 04 A

DEDUCTIBLE REIMBURSEMENT ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This deductible reimbursement endorsement applies between you and us. It does not affect or alter the rights of others under the policy. We will continue to pay all amounts required under the terms of the policy. Under this endorsement, you agree to reimburse us for a portion of those amounts. The amounts that you agree to reimburse us are detailed in this endorsement.

Coverage	Deductible Amount; Basis
Bodily Injury By Accident	$100,000
Bodily Injury By Disease	$100,000
☒ Other Inj By Disease Ea Emplyee	$100,000
All Covered Claims and Occurrences in the Aggregate	The aggregate deductible amount is equal to ** % of Total Workers Compensation Payroll. Based on an estimated Total Workers Compensation Payroll your estimated aggregate deductible amount is $ ** **See Total Cost Agreement

Rev. 3-92 © St. Paul Fire and Marine Insurance Company, 1990

TRAVELERS DOC MGMT00179

How This Deductible Applies In Each Occurrence And Each Claim

You agree to reimburse us up to the applicable amount shown under the deductible amount, the sum of:

- all benefits required of you by the workers compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement);
- all amounts we legally must pay as damages; and
- all "allocated loss adjustment expense" as part of any claim or suit we defend;

that results from bodily injury by accident to your employees arising out of any one "occurrence", and bodily injury by disease to your employee arising out of any one "claim." However, the most that you'll be responsible for are the amounts shown under the deductible amount.

You will not reimburse us any amounts of benefits, damages and "allocated loss adjustment expense" that exceed the applicable deductible amount shown under the deductible amount.

We will pay in advance on your behalf part or all of the deductible amount to settle any claim, proceeding or suit, as required by law or at our option. You will reimburse us for any amount(s) we have so advanced as soon as we notify you that we have advanced payment.

Policy Period Aggregate

The amount shown above as "aggregate", is the most you must reimburse us for the sum of all benefits, damages, and "allocated loss adjustment expense", because of bodily injury by accident and bodily injury by disease for each policy period. The aggregate deductible is shown as a percent of Total Workers Compensation payroll and is only an estimate. This amount will be finalized when your final audited Workers Compensation payroll is determined.

How The Deductible Affects Your Limits of Liability

For Employers Liability insurance provided by this policy, there are limits of liability applicable to "each employee," "each accident," and "policy." These limits of liability are neither increased nor decreased by the inclusion of this deductible endorsement.

Allocated loss adjustment expense provided by the policy is in addition to the Employers Liability limits of liability. This too is neither increased nor decreased by the inclusion of this deductible endorsement.

We'll consider all damages due to bodily injury by accident or bodily injury by disease to have been paid or to be payable before "allocated loss adjustment expense" has been paid or is payable.

Definitions

Allocated loss adjustment expense means claim adjustment expense directly allocated by us to a particular claim. These include, but aren't limited to, attorneys' fees for claims in suit, court and other specific items of expense such as medical examination, expert medical or other testimony, laboratory and x-ray, autopsy, stenographic, witnesses and summonses, and copies of documents.

Claim means a written demand you receive for:

- benefits required of you by the workers compensation law; or
- damages covered by this policy.

Rev. 3-92 © St. Paul Fire and Marine Insurance Company, 1990

TRAVELERS DOC MGMT00190

This includes a filing by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

We'll consider all claims for benefits or damages because of bodily injury by the same or related diseases to any one person as one claim when we determine how the deductible amounts apply.

Occurrence means a single accident which results in bodily injury to one or more of your employees.

Recovering From Others

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

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

Cancellation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so, we may, at our option, cancel either this endorsement or this policy for nonpayment by mailing or delivering to you not less than ten days written notice stating the day and hour the cancellation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.

Your Duties

The first Named Insured in the Declarations agrees and is authorized to pay all deductible amounts on behalf of all Named Insureds and to reimburse us for any such amounts that we advance.

Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

Other Terms

All other terms of your policy remain the same.

Rev. 3-92 © St. Paul Fire and Marine Insurance Company, 1990

TRAVELERS DOC MGMT00181

Schedule

States Applicable: AZ, CO, FL, KS, OK, VA

Premium Basis

Total Premium Subject to Experience Modification	See Total Cost Agreement
Estimated Exp Mod Modified Premium	See Total Cost Agreement
Estimated Annual Standard Premium	See Total Cost Agreement
Expense Constant	See Total Cost Agreement
Deductible Credit	See Total Cost Agreement
Total Estimated Premium	See Total Cost Agreement
Deposit Amount Due	See Total Cost Agreement

Rev. 3-92 © St. Paul Fire and Marine Insurance Company, 1990

TRAVELERS DOC MGMT00182

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 04 B

DEDUCTIBLE REIMBURSEMENT ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

General Provisions

This deductible reimbursement endorsement applies between you and us. It does not affect or alter the rights of others under the policy. We will continue to pay all amounts required under the terms of the policy. Under this endorsement, you agree to reimburse us for a portion of those amounts. The amounts that you agree to reimburse us are detailed in this endorsement.

Coverage	Deductible Amount; Basis	
Bodily Injury By Accident	$ 100,000	each occurrence
Bodily Injury By Disease	$ 100,000	each claim
☒ Other Inj By Disease Ea Emplyee	$ 100,000	each occurrence
All Covered Claims and Occurrences in the Aggregate	The aggregate deductible amount is equal to ** % of Total Workers Compensation Payroll. Based on an estimated Total Workers Compensation Payroll your estimated aggregate deductible amount is $ ** **See Total Cost Agreement	

How This Deductible Applies In Each Occurrence And Each Claim

You agree to reimburse us up to the applicable amount shown under the deductible amount, the sum of:

- all benefits required of you by the workers compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement);
- all amounts we legally must pay as damages; and
- all "allocated loss adjustment expense" as part of any claim or suit we defend;

that results from bodily injury by accident to your employees arising out of any one "occurrence", and bodily injury by disease to your employee arising out of any one "claim." However, the most that you'll be responsible for are the amounts shown under the deductible amount.

TRAVELERS DOC MGMT00183

You will not reimburse us any amounts of benefits, damages and "allocated loss adjustment expense" that exceed the applicable deductible amount shown under the deductible amount.

We will pay in advance on your behalf part or all of the deductible amount to settle any claim, proceeding or suit, as required by law or at our option. You will reimburse us for any amount(s) we have so advanced as soon as we notify you that we have advanced payment.

Policy Period Aggregate

The amount shown above as "aggregate", is the most you must reimburse us for the sum of all benefits, damages, and "allocated loss adjustment expense", because of bodily injury by accident and bodily injury by disease for each policy period. The aggregate deductible is shown as a percent of Total Workers Compensation payroll and is only an estimate. This amount will be finalized when your final audited Workers Compensation payroll is determined.

How The Deductible Affects Your Limits of Liability

For Employers Liability insurance provided by this policy, there are limits of liability applicable to "each employee," "each accident," and "policy." These limits of liability are neither increased nor decreased by the inclusion of this deductible endorsement.

Allocated loss adjustment expense provided by the policy is in addition to the Employers Liability limits of liability. This too is neither increased nor decreased by the inclusion of this deductible endorsement.

We'll consider all damages due to bodily injury by accident or bodily injury by disease to have been paid or to be payable before "allocated loss adjustment expense" has been paid or is payable.

Definitions

Allocated Loss Adjustment Expense means costs incurred by a carrier which can be directly allocated to a particular claim. These costs include, but are not limited to:

a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

b. Court, Alternate Dispute Resolution and other specific items of expense such as:

- Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency or length of disability;
- Expert medical or other testimony;
- Autopsy:
- Witnesses and summonses;
- Copies of documents such as birth and death certificates, medical treatment records;
- Arbitration fees;
- Surveillance;
- Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropratic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;

TRAVELERS DOC MGMT00184

•Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews;
•Preferred provider network/organization expenses;
•Medical fee review panel expenses.

d. Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services which are required to be performed by statute or regulation.

Claim means a written demand you receive for:
•benefits required of you by the workers compensation law; or
•damages covered by this policy.

This includes a filing by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

We'll consider all claims for benefits or damages because of bodily injury by the same or related diseases to any one person as one claim when we determine how the deductible amounts apply.

Occurrence means a single accident which results in bodily injury to one or more of your employees.

Recovering From Others

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

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

Cancellation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so, we may, at our option, cancel either this endorsement or this policy for nonpayment by mailing or delivering to you not less than ten days written notice stating the day and hour the cancellation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.

Your Duties

The first Named Insured in the Declarations agrees and is authorized to pay all deductible amounts on behalf of all Named Insureds and to reimburse us for any such amounts that we advance.

Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

Other Terms

All other terms of your policy remain the same.

Schedule

States Applicable: OR

Premium Basis

Total Premium Subject to Experience Modification SEE TOTAL COST AGREEMENT

Estimated Exp Mod Modified Premium SEE TOTAL COST AGREEMENT

Estimated Annual Standard Premium SEE TOTAL COST AGREEMENT

Expense Constant SEE TOTAL COST AGREEMENT

Deductible Credit SEE TOTAL COST AGREEMENT

Total Estimated Premium SEE TOTAL COST AGREEMENT

Deposit Amount Due SEE TOTAL COST AGREEMENT

TRAVELERS DOC MGMT00186

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 04 C

LOSS REIMBURSEMENT ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

NOTICE: THIS WORKERS COMPENSATION POLICY CONTAINS A LOSS REIMBURSEMENT OPTION, UNDER WHICH YOU, THE EMPLOYER, ARE REQURED TO REIMBURSE CERTAIN LOSSES. PLEASE READ THE POLICY AND RELATED ENDORSEMENTS CAREFULLY, AND UNDERSTAND THEIR CONDITIONS THOROUGHLY PRIOR TO PURCHASING COVERAGE.

General Conditions

This loss reimbursement endorsement applies between you and us. It does not affect or alter the rights of others under the policy. We will continue to pay all amounts required under the terms of the policy. Under this endorsement, you agree to reimburse us for a portion of those amounts. The amounts that you agree to reimburse us are detailed in this endorsement.

Reimbursement Plan Period

This reimbursement endorsement applies for the period described below:

Plan Effective Date: 08/31/01

Plan Expiration Date: 08/31/02

Coverage	Loss Reimbursement Amount; Basis
Bodily Injury By Accident	$ 100,000 each occurrence
Bodily Injury By Disease	$ 100,000 each claim
Other Inj By Disease Ea Emplyee	$ 100,000 each occurrence
All Covered Claims and Occurrences in the Aggregate	The aggregate deductible amount is equal to ** % of Total Workers Compensation Payroll or ** exposure basis. Based on estimated Total Workers Compensation Payroll or estimated ** exposure basis, your estimated aggregate loss reimbursement amount is $ ** **SEE TOTAL COST AGREEMENT

DSF-WC990304C Rev. 6-96 Printed in U.S.A.

TRAVELERS DOC MGMT00187

How This Loss Reimbursement Applies In Each Occurrence And Each Claim

You agree to reimburse us up to the applicable amount shown under the loss reimbursement amount, the sum of:

- all benefits required of you by the workers compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement);
- all amounts we legally must pay as damages; and
- all "allocated loss adjustment expense" as part of any claim or suit we defend;

that results from bodily injury by accident to your employees arising out of any one "occurrence", and bodily injury by disease to your employee arising out of any one "claim." However, the most that you'll be responsible for are the amounts shown under the loss reimbursement All Covered Claims and Occurrences in the Aggregate amount.

You will not reimburse us any amounts of benefits, damages and "allocated loss adjustment expense" that exceed the applicable loss reimbursement amount shown under the loss reimbursement amount.

We will pay in advance on your behalf part or all of the loss reimbursement amount amount to settle any claim, proceeding or suit, as required by law or at our option. You will reimburse us for any amount(s) we have so advanced as soon as we notify you that we have advanced payment.

Loss Reimbursement Period Aggregate

The amount shown above as All Covered Claims and Occurrences in the Aggregate is the most you must reimburse us for the sum of all benefits, damages, and "allocated loss adjustment expense", because of bodily injury by accident and bodily injury by disease for each Reimbursement Plan Period. The aggregate loss reimbursement amount, may be shown as a percentage of a variable exposure basis and is only an estimate. This amount will be finalized when your exposure basis is determined and finalized.

How The Loss Reimbursement Affects Your Limits Of Liability

For PART TWO-EMPLOYERS LIABILITY INSURANCE there are limits of liability applicable to "each employee," "each accident," and "policy." These limits of liability are neither increased nor decreased by the inclusion of this loss reimbursement endorsement.

Allocated loss adjustment expense provided by the policy is in addition to the Employers Liability limits of liability. This too is neither increased nor decreased by the inclusion of this deductible endorsement.

We'll consider all damages due to bodily injury by accident or bodily injury by disease to have been paid or to be payable before "allocated loss adjustment expense" has been paid or is payable.

Definitions

For all states subject to the provisions of endorsement WC 99 03 04C, the definition of *Allocated Loss Adjustment Expense* means costs incurred by a carrier which can be directly allocated to a particular claim, proceeding or suit. These costs include, but are not limited to:

a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.

b. Court, Alternate Dispute Resolution and other specific items of expense such as:

TRAVELERS DOC MRMT00188

•Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency or length of disability;
•Expert medical or other testimony;
•Autopsy:
•Witnesses and summonses;
•Copies of documents such as birth and death certificates, medical treatment records;
•Arbitration fees;
•Surveillance;
•Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:

•Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropratic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;
•Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews;
•Preferred provider network/organization expenses;
•Medical fee review panel expenses.

d. Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services which are required to be performed by statute or regulation.

Claim means a written demand you receive for:
•benefits required of you by the workers compensation law; or
•damages covered by this policy.

This includes a filing by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

We'll consider all claims for benefits or damages because of bodily injury by the same or related diseases to any one person as one claim when we determine how the loss reimbursement amounts apply.

Occurrence means a single accident which results in bodily injury to one or more of your employees.

Recovering From Others

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

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the loss reimbursement amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

Cancellation And Nonrenewal

1. If any insurance subject to this endorsement is canceled or is not renewed, the effective date of cancelation and nonrenewal will become the end of the Reimbursement Period for all insur-

TRAVELERS DOC MGMT00189

ance subject to this endorsement unless we agree with you, by endorsement, to continue the Reimbursement Plan Period.

2. If we cancel or do not renew because of nonpayment of premium or reimbursable losses, the All Covered Claims and Occurrences in the Aggregate amount will be based on the final audited reimbursement expsosure basis or the fixed amount shown, increased pro rata to the end of the Plan Expiration Date stated above. For example, if the Plan Expiration Date is three years after the Plan Effective Date, the All Covered Claims and Occurrences in the Aggregate amount will be based on audited exposures increased pro rata to three years (1095 days).

3. If you cancel or do not renew, the All Covered Claims and Occurrences in the Aggregate amount will be based on the final audited reimbursement exposure basis or the fixed amount shown, increased pro rata to the end of the Plan Expiration Date stated above. For example, if the Plan Expiration Date is three years after the Plan Effective Date, the All Covered Claims and Occurrences in the Aggregate amount will be based on audited exposures increased pro rata to three years (1095 days).

4. Section 3 will not apply if you cancel or do not renew because:

   - all work covered by the insurance is completed;
   - all interest in the business covered by the insurance is sold; or
   - you retire from all business covered by the insurance.

Your Duties

The first Named Insured shown in Item 1 of the Information Page agrees and is authorized to pay all loss reimbursement amounts on behalf of all Named Insureds and to reimburse us for any such amounts that we advance.

Each Named Insured is jointly and severally liable for all loss reimbursement amounts under this policy.

Other Terms

All other terms of your policy remain the same.

TRAVELERS DOC MGMT00196

Schedule

States Applicable: AL, CA, DC, GA, ID, KS, KY, MD, ME, MO, MT, NC, ND, NM, NV, NY, OH, SC, TX, WA, WV, WY

Premium Basis:	SEE TOTAL COST AGREEMENT
Total Premium Subject to Experience Modification:	SEE TOTAL COST AGREEMENT
Estimated Exp Mod Modified Premium:	SEE TOTAL COST AGREEMENT
Estimated Annual Standard Premium:	SEE TOTAL COST AGREEMENT
Expense Constant:	SEE TOTAL COST AGREEMENT
Loss Reimbursement Credit:	SEE TOTAL COST AGREEMENT
Total Estimated Premium:	SEE TOTAL COST AGREEMENT
Deposit Amount Due:	SEE TOTAL COST AGREEMENT

TRAVELERS DOC MGMT00191

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 08 B

DEDUCTIBLE REIMBURSEMENT AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

For all states subject to the provisions of Endorsement WC 99 03 04 A, the definition of *Allocated Loss Adjustment Expense* in that endorsement is replaced by the following:

Allocated Loss Adjustment Expense means costs incurred by a carrier which can be directly allocated to a particular claim. These costs include, but are not limited to:

a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

b. Court, Alternate Dispute Resolution and other specific items of expense such as:

- Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency or length of disability;
- Expert medical or other testimony;
- Autopsy:
- Witnesses and summonses;
- Copies of documents such as birth and death certificates, medical treatment records;
- Arbitration fees;
- Surveillance;
- Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:

- Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropratic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;
- Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews;
- Preferred provider network/organization expenses;
- Medical fee review panel expenses.

d. Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services which are required to be performed by statute or regulation.

TRAVELERS DOC MGMT00152

Maryland, North Carolina, South Carolina, Virginia - If Maryland, North Carolina, South Carolina, or Virginia are subject to the provisions of Endorsement WC 99 03 04 A, the Cancelation section of that endorsement is replaced by the following for that state.

Cancelation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so, we may, at our option, cancel this endorsement by mailing or delivering to you not less than 30 days written notice stating the day and hour 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.

Massachusetts - If Massachusetts is subject to the provisions of Endorsement WC 99 03 04 A, the last paragraph of the How This Deductible Applies section is replaced by the following:

We will pay in advance on your behalf all of the deductible amount to settle any claim, proceeding or suit, as required by law or at our option. You will reimburse us promptly for any amount(s) we have so advanced.

In addition the Cancelation section of Endorsement WC 99 03 04 A is amended to add the following:

If you fail to amend or furnish a new letter of Credit as required by The Company within the time frame provided in the Letter of Credit Agreement, we will cancel this policy to which this endorsement attaches.

Arkansas - If Arkansas is subject to the provisions of Endorsement WC 99 03 04 A, the Cancelation section of that endorsement is replaced by the following for that state.

Cancelation

You will reimburse us for all amounts for which you are responsible under this endorsement within 30 days of receipt of a billing from us.

If you fail to do so, we may, at our option, cancel this endorsement by mailing or delivering to you not less than 30 days written notice stating the day and hour 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.

Kansas - If Kansas is subject to the provisions of Endorsement WC 99 03 04 A, it is agreed that "Allocated Loss Adjustment Expense" will not be included within the deductible amounts that you will be required to reimburse us.

Nebraska - If Nebraska is subject to the provisions of Endorsement WC 99 03 04A, the last paragraph of the How This Deductible Applies In Each Occurrence And Each Claim section is replaced by the following.

We will pay on your behalf part or all of the deductible amount to settle any claim, proceeding or suit, as required by law or at our option. You will reimburse us for any amount(s) as soon as we notify you.

TRAVELERS DOC MDMT00193

New Hampshire - If New Hampshire is subject to the provisions of Endorsement WC 99 03 04 A, the Cancelation section of that endorsement is replaced by the following for that state.

Cancelation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so, we may, at our option, cancel this endorsement by mailing or delivering to you not less than 45 days written notice stating the day and hour the cancelation is to take effect. Mailing that notice to your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

New York - If New York is subject to the provisions of Endorsement WC 99 03 04 A, the How The Deductible Affects Your Limits Of Liability and Cancelation sections of that endorsement are replaced by the following for that state.

How The Deductible Affects Your Limit Of Liability

Employers Liability insurance provided by this policy contains no limit of liability as respects New York. The inclusion of New York in Endorsement WC 99 03 04 A does not serve to alter this.

Cancelation

You must promptly reimburse us for amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so we may, at our option, cancel this policy by filing in the office of the Chairman of the State of New York Workers Compensation Board and serving on you written notice stating the day and hour the cancelation is to take effect. Such cancelation shall not be effective until at least ten (10) days after such notice is filed in the office of the Chairman and served to you at your mailing address shown in Item 1 of the Information Page.

Missouri - If Missouri is subject to the provisions of Endorsement WC 99 03 04 A, the following notice is applicable. In addition, the Cancelation section endorsement is replaced as indicated below.

NOTICE: THIS WORKERS' COMPENSATION POLICY CONTAINS A DEDUCTIBLE OPTION, UNDER WHICH YOU, THE EMPLOYER, ARE REQUIRED TO REIMBURSE CERTAIN LOSSES. PLEASE READ THE POLICY AND RELATED ENDORSEMENTS CAREFULLY, AND UNDERSTAND THEIR CONDITIONS THROUGHLY PRIOR TO PURCHASING COVERAGE.

Cancelation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so, we may, at our option, cancel this policy by mailing via certified mail not less than 30 days written notice stating the day and hour the cancelation is to take effect. Mailing that notice by certified mail to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

TRAVELERS DOC MGMT00194

Oklahoma - If Oklahoma is subject to the provisions of Endorsement WC 99 03 04 A, the Cancelation section of that endorsement is replaced by the following:

Cancelation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so we may, at our option, cancel this endorsement by mailing or delivering to you not less than ten days written notice stating the day and hour the cancellation is to take effect. Mailing notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. Cancellation of this endorsement may result in additional premium and any subsequent non-payment of premium may result in cancellation of the policy.

Cancellation of this endorsement or policy will not effect coverage for eligible insured employees under the policy.

In addition, as respects Oklahoma, the word "deductible" is replaced by the words "loss reimbursement".

Arizona - If Arizona is subject to the provisions of Endorsement WC 99 03 04 A, it is agreed that "Allocated Loss Adjustment Expense" will not be included within the deductible amounts that you will be required to reimburse us and the Cancelation section of that endorsement is replaced by the following for that state. In addition, the Premium Basis under the Schedule of that endorsement is replaced by the following for that state.

Cancelation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so, we may, at our option, cancel either this endorsement or this policy for non-payment by mailing or delivering to you not less than 30 days written notice stating the day and hour 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.

Cancelation - Deductible Program - Aggregate Deductible Adjustment

If you select either an aggregate deductible or a per accident/aggregate deductible for this policy, the aggregate deductible amount for the policy, if canceled, shall be adjusted by us as follows:

1. Cancelation By Us

The aggregate deductible amount shall be reduced pro rata based on the time policy was in force.

2. Cancelation By You When Retiring From Business

The aggregate deductible amount shall be reduced as provided in No. 1 above.

For the purpose of this rule, a material change in the ownership and a substantial change of operations of a corporation which results in the elimination of experience under the rules of the Experience Rating Plan Manual does not constitute retiring from the business insured by the policy.

3. Cancelation By You, Except When Retiring From Business

The aggregate deductible amount shall not be reduced.

Schedule

States applicable: Arizona

Premium Basis

Premium After Deductible Discount	See Total Cost Agreement
Experience Modification	See Total Cost Agreement
Schedule Rating Modification	See Total Cost Agreement
Modified Deductible Premium	See Total Cost Agreement
Premium Discount	See Total Cost Agreement
Final Deductible Premium	See Total Cost Agreement

Delaware - If Delaware is subject to the provisions of the **DEDUCTIBLE REIMBURSEMENT ENDORSEMENT**, the word "deductible" is deleted from the **DEDUCTIBLE REIMBURSEMENT ENDORSEMENT** and replaced with the word "self retained loss".

Florida- If Florida is subject to the provisions of Endorsement WC 99 03 04 A, the Cancellation section of Endorsement WC 99 03 04 A is amended to add the following provision:

The aggregate deductible amount will be adjusted as follows for the state of Florida:

- If we cancel or do not renew because of nonpayment of premium or reimbursable losses, the aggregate deductible amount will be reduced by applying a cancellation factor to the aggregate deductible amount. The cancellation factor will be determined by dividing the final audited deductible premium by the initially estimated deductible premium.
- If you cancel or do not renew, the aggregate deductible amount will be reduced by applying a cancellation factor to the aggregate deductible amount. The cancellation factor will be determined by dividing the final audited premium by the initially estimated premium. The aggregate deductible amount will not be reduced if you cancel or do not renew because you retire from business, all work covered by this insurance is completed, or all interest in the business covered by this insurance is sold.

TRAVELERS DOC MGMT00195

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 03 E

SPECIAL FUND ASSESSMENT ENDORSEMENT - KENTUCKY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy Expiration date 08/31/02 Premium (if any)

Authorized Representative.

The Kentucky Insurance Department does not consider taxes and assessments as part of Workers Compensation Insurance Rates. Therefore, the monies charged to you for taxes and assessments under the Kentucky Workers Compensation Law, pursuant to KRS 342.122 and 342.445 as amended, are not included as premium under your policy.

As a result, we act as a tax collector in relation to taxes and assessments. We are required under the Workers Compensation Law to collect and remit the taxes and assessments to the Kentucky Workers' Compensation Funding Commission.

The Special Fund Assessment is set by statute, and is shown on the Kentucky Schedule of Operations of your policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements, or limitations of the above mentioned Policy, other than as above stated.

Agency Name and Address

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative

Rev. 7-94 Printed in U.S.A.

TRAVELERS DOC MGMT00197

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 19

CANCELATION ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

Part Six - Conditions D. Cancelation 2. is replaced by the following.

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancelation is to take effect, except we will mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect if we are canceling this policy for non-payment of premium. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

TRAVELERS DOC MGMT00198

POLICY COVER SHEET

Job Name: XP3312I
File Number: 06170

Print Date and Time: 02/14/02 23:11

Business Center/
Original Business Unit: CONSTRUCTION

Policy Number: WVK2900560

Name of insured: TIDEWATER SKANSKA GROUP INC.

Agency Number: 3168001

Department or Expense Center: 0705

Underwriter: 000584404 Underwriting Team:

Data Entry Person: ROLLIN,PATTIE

Date and Time: 02/14/02 10:49 002

Special Instructions

EXACT REPRINT - REQUESTED BY POLICY DOCS

Policy Commencement Date: 08/31/01

BUREAU COPIES PRODUCED FOR:
CA NC

THE FOLLOWING SELECTED FORMS ARE NOT APPROVED ON THE FORMS STATUS TABLE

	FORM NBR	EDITION	CO	STATE	TRANS DATE	
LOAD INVALID DSF						
*	PN420000	01.01.02	1	VA	08/31/01	*

TRAVELERS DOC MGMT00199

The ST Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 01/01/02 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	01/02

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 Risk I.D. No. 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

ENDORSEMENT SCHEDULE

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	PN000000	Notice	01/01/02
	WC000101A	Defense Base Act Coverage Endorsement	08/31/01
	WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
	WC000106A	Longshore And Harbor Workers Compensation Act Coverage	01/01/02
	WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
	WC000201A	Maritime Coverage Endorsement	08/31/01
	WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
	WC000303B	Employers Liability Coverage Endorsement	08/31/01
	WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	01/01/02
	WC000414	Notification Of Change In Ownership Endorsement	08/31/01
	WC000419	Premium Due Date Endorsement	08/31/01
	WC020601	Arizona Cancellation Endorsement	08/31/01
*	WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*	WC040301A	Policy Amendatory Endorsement - California	08/31/01
*	WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*	WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*	WC040310	Duty To Defend - California	08/31/01
*	WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*	WC040407	Premium Adjustment Endorsement - California	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 02/14/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT 002209

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 02/14/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00201

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.)

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

INSURED COPY
ISSUE DATE 02/14/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00202

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 01/01/02 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00203

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 04

PENDING RATE CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/02 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

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

This endorsement does not apply in Illinois, Massachusetts, Michigan, Minnesota, or New Mexico.

Schedule

State

ME SC

Copyright 1983 National Council on Compensation Insurance

TRAVELERS DOC MGMT00205

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS

ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 Risk I.D. No. 918143742

AGENT

ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ENDORSEMENT SCHEDULE****

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC000101A	Defense Base Act Coverage Endorsement	08/31/01
	WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
	WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
	WC000201A	Maritime Coverage Endorsement	08/31/01
	WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
	WC000303B	Employers Liability Coverage Endorsement	08/31/01
	WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	08/31/01
	WC000407	Rate Change Endorsement	08/31/01
	WC000414	Notification Of Change In Ownership Endorsement	08/31/01
	WC000419	Premium Due Date Endorsement	08/31/01
	WC020601	Arizona Cancellation Endorsement	08/31/01
*	WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*	WC040301A	Policy Amendatory Endorsement - California	08/31/01
*	WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*	WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*	WC040310	Duty To Defend - California	08/31/01
*	WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*	WC040407	Premium Adjustment Endorsement - California	08/31/01
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 02/28/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT#0298

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MAMT90207

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 3

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00208

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 07

RATE CHANGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560 Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY NCCI Carrier Code 13706

Issued To TIDEWATER SKANSKA GROUP INC.

Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

Rate changes that apply to the policy have been approved by the proper regulatory authority. The changes are shown in the Schedule.

Schedule

State	Date of Change	State Coverage % Change	Longshore and Harbor Workers' Act Coverage %
CO	01/01/02	2.200	

The premium adjustment associated with this endorsement will apply to the unexpired portion of your policy as of the "Date of Change" shown above, on a prorata basis.

IT WILL BE APPLIED TO YOUR REPORT OF AUDIT.

Copyright 1983 National Council on Compensation Insurance.,

TRAVELERS DOC MGMT00209

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	3724		MILLWRIGHT WORK-N.O.C.-ERECTION OR REPAIR OF MACHINERY OR EQUIPMENT 08/31/01 TO 08/31/02	411,029	11.36	46,693
CA	006	5040		IRON OR STEEL ERECTION-STRUCTURAL AND EXTERIOR INSTALLATION 08/31/01 TO 08/31/02	2,055	24.58	505
CA	006	5057		IRON OR STEEL ERECTION-N.O.C. 08/31/01 TO 08/31/02	16,441	23.64	3,887
CA	006	5183		PLUMBING-SHOP AND OUTSIDE-GAS, STEAM, HOT WATER OR OTHER PIPE FITTINGS INSTALLATION, INCLUDING HOUSE CONNECTIONS INSTALLATION-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	82,206	14.39	11,829

INSURED COPY
ISSUE DATE 03/20/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00219

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5190		ELECTRICAL WIRING-WITHIN BUILDINGS-INCLUDING INSTALLATION OR REPAIR OF FIXTURES OR APPLIANCES-SHOP AND OUTSIDE-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR 08/31/01 TO 08/31/02	357,595	12.32	44,056
CA	006	5213		CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	236,342	14.27	33,726
CA	006	5213	F	CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	IF ANY	21.46	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00211

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5403		CARPENTRY-INCLUDING THE INSTALLATION OF INTERIOR TRIM, BUILDERS FINISH, DOORS AND CABINET WORK IN CONNECTION THEREWITH-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	8,221	36.58	3,007
CA	006	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	369,926	3.37	12,467
CA	006	5606	F	CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	5.07	0
CA	006	6218		EXCAVATION-N.O.C.-INCLUDING BURROWING, FILLING OR BACKFILLING-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $23.00 PER HOUR. 08/31/01 TO 08/31/02	73,985	15.71	11,623
CA	006	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	61,654	1.07	660

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00212

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	030	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	3.37	0
CA	030	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	IF ANY	1.07	0
CA		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	7,243
CA		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
CA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			175,696
CA		9897		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.9500	166,911
				TOTAL ESTIMATED STANDARD PREMIUM			166,911
CA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.07991	153,573-
CA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			13,338
CA				CALIFORNIA GUARANTEE FUND		1.0000%	133
CA				USER FUNDING ASSESSMENT		.1389%	232
CA				FRAUD SURCHARGE		.2300%	384
				TOTAL ESTIMATED COST			14,087
				CALIFORNIA DEPOSIT PREMIUM			14,087

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00213

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00214

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00215

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	028	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	48.15	0
AL	028	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.31	0
AL	028	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.71	0
AL	028	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	17.08	0
AL	039	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	14.09	0
AL	039	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	48.15	0
AL	039	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.31	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00216

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	039	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.91	0
AL	039	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.71	0
AL	039	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.53	0
AL		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
AL		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
AL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
AL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
AL		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	0
AL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00217

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	82,206	6.54	5,376
AZ	007	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	123,309	11.72	14,452
AZ	007	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	437,746	4.36	19,086
AZ	007	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	2,507,279	4.57	114,583
AZ	007	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	115,088	7.88	9,069
AZ	007	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.79	0
AZ	007	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	100,702	15.24	15,347

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00213

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	2,055	5.81	119
AZ	007	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	246,618	1.66	4,094
AZ	007	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	2,055	5.19	107
AZ	007	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	20,551	.27	55
AZ	017	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	8,794	16.64	1,463
AZ	017	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	7,189	7.88	566
AZ	017	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.79	0
AZ	017	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	2,024	5.26	106
AZ	017	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	7,538	8.78	662
AZ	017	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	140	7.16	10
AZ	017	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	489	1.66	8

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00219

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	017	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	25,684	5.19	1,333
AZ	017	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	907	5.88	53
AZ	017	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	3,071	.27	8
AZ	029	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.66	0
AZ	041	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	7.88	0
AZ	041	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.19	0
AZ		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	8,019
AZ		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
AZ		9959		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	178,857-
AZ				TOTAL PREMIUM SUBJECT TO THE EXP MOD			15,659
AZ		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	9,239
				TOTAL ESTIMATED STANDARD PREMIUM			9,239
AZ		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AZ		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			9,239

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00220

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			9,239

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00221

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

SCHEDULE OF OPERATIONS

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	3724		MILLWRIGHT WORK-N.O.C.-ERECTION OR REPAIR OF MACHINERY OR EQUIPMENT 08/31/01 TO 08/31/02	411,029	11.36	46,693
CA	006	5040		IRON OR STEEL ERECTION-STRUCTURAL AND EXTERIOR INSTALLATION 08/31/01 TO 08/31/02	2,055	24.58	505
CA	006	5057		IRON OR STEEL ERECTION-N.O.C. 08/31/01 TO 08/31/02	16,441	23.64	3,887
CA	006	5183		PLUMBING-SHOP AND OUTSIDE-GAS, STEAM, HOT WATER OR OTHER PIPE FITTINGS INSTALLATION, INCLUDING HOUSE CONNECTIONS INSTALLATION-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	82,206	14.39	11,829

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00222

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5190		ELECTRICAL WIRING-WITHIN BUILDINGS-INCLUDING INSTALLATION OR REPAIR OF FIXTURES OR APPLIANCES-SHOP AND OUTSIDE-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR 08/31/01 TO 08/31/02	357,595	12.32	44,056
CA	006	5213		CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	236,342	14.27	33,726
CA	006	5213	F	CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	IF ANY	21.46	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00223

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5403		CARPENTRY-INCLUDING THE INSTALLATION OF INTERIOR TRIM, BUILDERS FINISH, DOORS AND CABINET WORK IN CONNECTION THEREWITH-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	8,221	36.58	3,007
CA	006	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	369,926	3.37	12,467
CA	006	5606	F	CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	5.07	0
CA	006	6218		EXCAVATION-N.O.C.-INCLUDING BURROWING, FILLING OR BACKFILLING-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $23.00 PER HOUR. 08/31/01 TO 08/31/02	73,985	15.71	11,623
CA	006	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	61,654	1.07	660

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00224

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	030	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	3.37	0
CA	030	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	IF ANY	1.07	0
CA		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	7,243
CA		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
CA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			175,696
CA		9897		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.9500	166,911
				TOTAL ESTIMATED STANDARD PREMIUM			166,911
CA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	153,475-
CA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			13,436
CA				CALIFORNIA GUARANTEE FUND		1.0000%	134
CA				USER FUNDING ASSESSMENT		.1389%	232
CA				FRAUD SURCHARGE		.2300%	384
				TOTAL ESTIMATED COST			14,186
				CALIFORNIA DEPOSIT PREMIUM			14,186

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00225

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	20,551	12.65	2,600
CO	008	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	20,551	22.77	4,679
CO	008	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	20,551	9.33	1,917
CO	008	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	20,551	7.66	1,574
CO	008	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	123,309	18.43	22,726
CO	008	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	66.16	0
CO	008	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	82,206	17.56	14,435

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00228

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	20,551	2.57	528
CO	008	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.73	0
CO	008	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.50	0
CO	018	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	117,949	15.39	18,152
CO	018	1710		STONE CRUSHING & D 08/31/01 TO 08/31/02	16,611	19.94	3,312
CO	018	3365		WELDING OR CUTTING NOC & DRIVERS 08/31/01 TO 08/31/02	142,725	13.15	18,768
CO	018	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	20,868	12.65	2,640
CO	018	3724	F	MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	45.41	0
CO	018	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	39,014	35.72	13,936
CO	018	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	173,015	9.33	16,142
CO	018	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	423,569	18.43	78,064
CO	018	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	13,261	17.26	2,289

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00227

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	018	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	61.96	0
CO	018	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	140	17.56	25
CO	018	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	43,550	15.18	6,611
CO	018	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	343,587	13.78	47,346
CO	018	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D 08/31/01 TO 08/31/02	15,075	11.40	1,719
CO	018	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	14,656	2.57	377
CO	018	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D 08/31/01 TO 08/31/02	1,167,065	12.51	146,000
CO	018	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	1,644,863	12.73	209,391
CO	018	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	635,458	6.40	40,669
CO	018	8601		ARCHITECT OR ENGINEER-CONSULTING 08/31/01 TO 08/31/02	88,776	1.18	1,048
CO	018	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,335,055	.50	6,675

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00228

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	031	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.33	0
CO	031	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.66	0
CO	031	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.57	0
CO	031	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.73	0
CO	031	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.50	0
CO		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	28,450
CO		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
CO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			690,073
CO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	407,143
				TOTAL ESTIMATED STANDARD PREMIUM			407,143
CO		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	374,368-
CO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			32,775
				TOTAL ESTIMATED COST			32,775

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00229

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
DC	024	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
DC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
DC		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
DC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
DC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
DC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	0
DC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
DC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
DC				DISTRICT OF COLUMBIA WC SURCHARGE		.00%	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00230

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00231

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	3724		DOOR INSTALLATION-OVERHEAD & DRIVERS 08/31/01 TO 08/31/02	537,456	13.60	73,094
FL	002	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	23,442	42.80	10,033
FL	002	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	58,776	10.75	6,318
FL	002	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	74,666	33.02	24,655
FL	002	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	131.42	0
FL	002	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	30.13	0
FL	002	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,818	28.80	1,388

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT002232

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,879	62.53	1,175
FL	002	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	35,983	14.27	5,135
FL	002	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	22.79	0
FL	002	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	IF ANY	20.13	0
FL	002	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	9.80	0
FL	002	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	1.10	0
FL	002	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	37,316	.59	220
FL		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	5,247
FL		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
FL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			127,265
FL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	75,086
				TOTAL ESTIMATED STANDARD PREMIUM			75,086
FL		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	69,042-
FL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00233

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			6,044
				TOTAL ESTIMATED COST			6,044

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00234

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	3,486	7.45	260
GA	003	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	13,054	26.75	3,492
GA	003	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.61	0
GA	003	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	10.42	0
GA	003	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	148,750	12.66	18,832
GA	003	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	29.75	0
GA	003	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	5,878	16.49	969

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MDMT00235

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,401	20.61	289
GA	003	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	1,128	9.86	111
GA	003	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	103	14.76	15
GA	003	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	4,135	20.51	848
GA	003	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.61	0
GA	003	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.55	0
GA	003	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	13,566	.32	43
GA		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,032
GA		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	2,680
GA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,571
GA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	16,857
				TOTAL ESTIMATED STANDARD PREMIUM			16,857
GA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	15,500-
GA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00236

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,357
				TOTAL ESTIMATED COST			1,357

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00237

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	025	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.24	0
ID	025	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	17.52	0
ID	025	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.26	0
ID	025	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.78	0
ID	025	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.76	0
ID	025	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.42	0
ID	032	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.24	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00238

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	032	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	17.52	0
ID	032	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.26	0
ID	032	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.78	0
ID	032	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.76	0
ID		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
ID		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
ID				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ID		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ID		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	0
ID		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ID		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00239

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	8.46	6,955
KS	009	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	102,757	16.64	17,099
KS	009	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	5.91	4,858
KS	009	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	82,206	4.77	3,921
KS	009	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	164,412	11.33	18,628
KS	009	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	30.25	0
KS	009	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	123,309	11.04	13,613

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00240

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	82,206	1.61	1,324
KS	009	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	82,206	6.10	5,015
KS	009	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	41,103	.25	103
KS		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	3,075
KS		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
KS				TOTAL PREMIUM SUBJECT TO THE EXP MOD			74,591
KS		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	44,009
				TOTAL ESTIMATED STANDARD PREMIUM			44,009
KS		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	40,466-
KS		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
KS		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			3,543
				TOTAL ESTIMATED COST			3,543

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00241

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY	040	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.29	0
KY	040	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.02	0
KY		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
KY		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
KY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
KY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
KY		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	0
KY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00242

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
KY				KENTUCKY TAX		.00%	0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00243

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	010	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	8,221	5.80	477
MD	010	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	822	13.20	109
MD	010	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,233	3.06	38
MD	010	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	2,055	.26	5
MD	043	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.80	0
MD	043	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.03	0
MD	043	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	15.95	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00244

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	043	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	11.55	0
MD	043	6003		PILE DRIVING & D 08/31/01 TO 08/31/02	IF ANY	17.52	0
MD	043	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.92	0
MD	043	7046	M	VESSELS--NOT SELF-PROPELLED 08/31/01 TO 08/31/02	IF ANY	21.24	0
MD	043	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
MD		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	27
MD		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
MD				TOTAL PREMIUM SUBJECT TO THE EXP MOD			656
MD		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	387
				TOTAL ESTIMATED STANDARD PREMIUM			387
MD		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	356-
MD		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MD		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			31
				TOTAL ESTIMATED COST			31

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00245

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ME	044	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	13.62	0
ME	044	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.69	0
ME		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
ME		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
ME				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ME		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ME		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	0
ME		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ME		0900		EXPENSE CONSTANT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00248

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED PREMIUM			0
ME				ME ADMINISTRATIVE FUND ASSESSMENT		.00%	0
ME		9877		FRESH START SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00247

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO	026	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.60	0
MO	026	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.28	0
MO	026	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.27	0
MO	026	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.77	0
MO	026	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.28	0
MO	033	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.77	0
MO		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		1.800%	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00248

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
MO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MO		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.07990	0
MO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MO				MISSOURI SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00249

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT	027	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	19.55	0
MT	027	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.60	0
MT	027	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D 08/31/01 TO 08/31/02	IF ANY	9.60	0
MT	027	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	21.03	0
MT	027	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.71	0
MT		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
MT		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00250

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MT		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	0
MT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MT		0935		MONTANA SECOND INJURY FUND		.0000%	0
MT		0939		MONTANA SURCHARGE		.0000%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00251

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	20,332	6.87	1,397
NC	004	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	6,766	16.82	1,138
NC	004	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	004	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	11.71	0
NC	004	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	23.30	0
NC	004	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	455,067	15.37	69,944
NC	004	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	30.59	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00252

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	20,845	13.94	2,906
NC	004	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.47	0
NC	004	6003		PILE DRIVING 08/31/01 TO 08/31/02	115,364	13.81	15,932
NC	004	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	11,106	7.53	836
NC	004	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	10.73	0
NC	004	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	11,243	13.34	1,500
NC	004	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.25	0
NC	004	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.38	0
NC	004	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.63	0
NC	004	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	44,560	.35	156

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00253

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	012	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	16.82	0
NC	012	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	41,103	4.89	2,010
NC	012	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	012	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	IF ANY	6.61	0
NC	012	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	IF ANY	5.82	0
NC	012	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	92,482	3.47	3,209
NC	012	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	16,441	.35	58
NC	034	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	16.82	0
NC	034	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.47	0
NC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	4,196
NC		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	4,740

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00254

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			108,022
NC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	63,733
				TOTAL ESTIMATED STANDARD PREMIUM			63,733
NC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	58,602-
NC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			5,131
				TOTAL ESTIMATED COST			5,131

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00255

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.86	0
NM	011	3726		BOILER INSTALLATION OR REPAIR 08/31/01 TO 08/31/02	838,500	8.31	69,679
NM	011	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	12,331	12.48	1,539
NM	011	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	657,647	4.98	32,751
NM	011	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	534,338	2.95	15,763
NM	011	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	102,757	8.91	9,156
NM	011	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	20.58	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MAMT00256

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	2,055	5.36	110
NM	011	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	226,066	10.09	22,810
NM	011	5445		SHEET ROCK INSTALLATION--WITHIN--BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	411	5.24	22
NM	011	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	1,644	6.49	107
NM	011	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS 08/31/01 TO 08/31/02	123,309	8.98	11,073
NM	011	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,315,294	1.59	20,913
NM	011	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	127,419	4.51	5,747
NM	011	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	51,379	4.34	2,230
NM	011	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	275,390	.33	909
NM	019	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	89,404	3.68	3,290
NM	019	3365		WELDING OR CUTTING NOC & DRIVERS 08/31/01 TO 08/31/02	6,840	8.59	588

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00257

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	209	34.80	73
NM	019	5102		DOOR, ERECTION 08/31/01 TO 08/31/02	907	10.78	98
NM	019	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	628	4.98	31
NM	019	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	20,728	8.91	1,847
NM	019	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	330,676	9.01	29,794
NM	019	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.81	0
NM	019	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	2,582	10.09	261
NM	019	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	855,653	10.84	92,753
NM	019	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	IF ANY	4.79	0
NM	019	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D 08/31/01 TO 08/31/02	14,377	5.28	759
NM	019	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	178,877	1.59	2,844

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT90258

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	6003		PILE DRIVING 08/31/01 TO 08/31/02	698	14.23	99
NM	019	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	181,250	4.51	8,174
NM	019	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS 08/31/01 TO 08/31/02	3,071	7.95	244
NM	019	6319		WATER MAIN OR CONNECTION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.95	0
NM	019	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	5,165	4.34	224
NM	019	8601		ARCHITECT OR ENGINEER-CONSULTING 08/31/01 TO 08/31/02	21,566	.70	151
NM	019	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	46,272	.33	153
NM	035	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.98	0
NM	035	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	2.95	0
NM	035	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.59	0
NM	035	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.51	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00259

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	035	7421		AIRCRAFT OR HELICOPTER OPERATION: TRANSPORTATION OF PERSONNEL FLYING CREW 08/31/01 TO 08/31/02	IF ANY	1.25	0
NM	035	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.34	0
NM	035	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.33	0
NM	042	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	IF ANY	3.68	0
NM	042	5040		IRON OR STEEL: ERECTION--BRIDGE 08/31/01 TO 08/31/02	IF ANY	34.80	0
NM	042	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	12.48	0
NM	042	5102		IRON OR STEEL ERECTION: IRON, BRASS OR BRONZE-DECORATIVE OR ARTISTIC 08/31/01 TO 08/31/02	IF ANY	10.78	0
NM	042	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.98	0
NM	042	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	8.91	0
NM	042	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	9.01	0
NM	042	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	10.09	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00259

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 6

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	042	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.59	0
NM	042	6003		PILE DRIVING & D 08/31/01 TO 08/31/02	IF ANY	14.23	0
NM	042	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.51	0
NM	042	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.95	0
NM	042	6319		WATER MAIN OR CONNECTION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.95	0
NM		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	14,370
NM		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
NM				TOTAL PREMIUM SUBJECT TO THE EXP MOD			348,562
NM		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	205,652
				TOTAL ESTIMATED STANDARD PREMIUM			205,652
NM		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	189,097-
NM		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NM		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			16,555
NM				NEW MEXICO FILING FEE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 7

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			16,555

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00262

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV	048	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	12.01	0
NV	049	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	8.28	0
NV		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
NV		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
NV				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NV		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NV		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	0
NV		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00263

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00264

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY	047	5606		CONTRACTOR--EXECUTIVE SUPERVISOR 08/31/01 TO 08/31/02			
				COMMERCIAL LIMITED	IF ANY	5.95	0
				TERR 1 DIFF		.320	0
NY		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
NY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				OTHER PREMIUM CHARGES:			
NY		9046		CONTRACTING CLASS PREMIUM CREDIT 08/31/01 TO 08/31/02		.00	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NY		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.79900	0
NY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00265

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
NY				NEW YORK STATE ASSESSMENT		.00%	0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00266

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	41,103	10.70	4,398
OK	013	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.42	0
OK	013	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.11	0
OK	013	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	6,165	7.70	475
OK	013	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	2,055	13.50	277
OK	013	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	28.76	0
OK	013	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.79	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00257

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	16,441	2.92	480
OK	013	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	8,221	.56	46
OK	020	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	9,841	38.92	3,830
OK	020	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	32,663	21.21	6,928
OK	020	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	45.18	0
OK	020	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	25,963	10.79	2,801
OK	020	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,186	2.92	35
OK	020	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,396	20.43	285
OK	020	6217		EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	1,047	12.94	135
OK	020	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	209	.56	1
OK	036	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.70	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00268

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	036	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.42	0
OK	036	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.11	0
OK	036	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.70	0
OK	036	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.50	0
OK	036	5221		PAVING OR REPAVING--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.79	0
OK	036	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.92	0
OK	036	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.56	0
OK		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	847
OK		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
OK				TOTAL PREMIUM SUBJECT TO THE EXP MOD			20,538
OK		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	12,117
				TOTAL ESTIMATED STANDARD PREMIUM			12,117
OK		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	11,142-

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC NGMT00259

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
OK		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			975
				TOTAL ESTIMATED COST			975

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00270

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	3,312	7.15	237
SC	005	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	5.67	0
SC	005	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	26,347	17.28	4,553
SC	005	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	137,703	12.94	17,819
SC	005	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	31.06	0
SC	005	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,275	14.05	601
SC	005	6003		PILE DRIVING 08/31/01 TO 08/31/02	27,386	12.16	3,330

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00271

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	6,894	6.08	419
SC	005	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.60	0
SC	005	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	13,058	.22	29
SC	045	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	5.67	0
SC	045	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.22	0
SC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,160
SC		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
SC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,148
SC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	16,607
				TOTAL ESTIMATED STANDARD PREMIUM			16,607
SC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	15,270-
SC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
SC		0900		EXPENSE CONSTANT, WHEN APPLICABLE			230
				TOTAL ESTIMATED PREMIUM			1,567
				TOTAL ESTIMATED COST			1,567

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00272

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD	to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	3724		MILLWRIGHT WORK NOC-OUTSIDE- & DRIVERS 08/31/01 TO 08/31/02	18,085	3.60	651
TX	014	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	11.74	0
TX	014	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	1,233	4.70	58
TX	014	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	411	4.55	19
TX	014	5213		CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	411	9.65	40
TX	014	5213	F	CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	18.14	0
TX	014	5403		CARPENTRY NOC & DRIVERS 08/31/01 TO 08/31/02	2,055	8.33	171

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT09273

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	5474		PAINTING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.00	0
TX	014	5538		SHEET METAL WORK OUTSIDE- NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.92	0
TX	014	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	3,288	1.86	61
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS 08/31/01 TO 08/31/02	11,509	7.32	842
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS 08/31/01 TO 08/31/02	11,509	7.32	842
TX	014	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	2,055	.29	6
TX	037	3724		MILLWRIGHT WORK NOC-OUTSIDE- & DRIVERS 08/31/01 TO 08/31/02	IF ANY	3.60	0
TX	037	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	11.74	0
TX	037	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.70	0
TX	037	5190		ELECTRICAL WIRING & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.55	0
TX	037	5213		CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.65	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00274

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	037	5538		SHEET METAL WORK OUTSIDE-NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.92	0
TX	037	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.86	0
TX	037	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.29	0
TX		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	116
TX		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
TX				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,806
TX		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	1,656
				OTHER PREMIUM CHARGES:			
TX		0993		MIN PREM FOR USLH COVERAGE 08/31/01 TO 08/31/02			10
				TOTAL ESTIMATED STANDARD PREMIUM			1,666
TX		9959		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	1,523-
TX		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
TX		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			143
TX				PREM SUBJ TO TX MAINT TAX SURCHG ASSESSMENT			1,656
TX		9998		TX MAINTENANCE TAX SURCHARGE ASSESSMENT		.00%	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MONT00275

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			143

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00276

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	8,221	5.77	474
UT	015	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	78,096	24.73	19,313
UT	015	5057	F	IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	56.88	0
UT	015	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	4.18	3,436
UT	015	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	82,206	4.37	3,592
UT	015	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	8,221	9.92	816
UT	015	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	822	6.46	53

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00277

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	9.18	0
UT	015	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	822	10.64	87
UT	015	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	6,165	9.14	563
UT	015	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS 08/31/01 TO 08/31/02	4,110	6.65	273
UT	015	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	212,091	1.64	3,478
UT	015	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.32	0
UT	015	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	30,827	.22	68
UT	021	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	768	4.18	32
UT	021	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	1,256	9.92	125
UT	021	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	10.64	0
UT	021	5516		STREET CONSTR OR RECONSTR BY OTHERS THAN STATE, COUNTY MUNICIPALITY & D 08/31/01 TO 08/31/02	140	7.12	10
UT	021	6003		PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	15.70	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00278

The ST Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	021	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.47	0
UT	021	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	558	.22	1
UT	038	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.77	0
UT	038	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.73	0
UT	038	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.18	0
UT	038	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.37	0
UT	038	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	9.92	0
UT	038	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.46	0
UT	038	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	IF ANY	9.14	0
UT	038	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.64	0
UT	038	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.32	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00279

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	038	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.22	0
UT		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,390
UT		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
UT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			33,711
UT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	19,889
				TOTAL ESTIMATED STANDARD PREMIUM			19,889
UT		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	18,288-
UT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
UT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,601
				TOTAL ESTIMATED COST			1,601

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00280

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	166,656	5.54	9,233
VA	001	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	474,374	20.18	95,729
VA	001	5183		PLUMBING NOC & D 08/31/01 TO 08/31/02	205,134	4.89	10,031
VA	001	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	833,316	8.50	70,832
VA	001	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0
VA	001	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	3,089,755	10.22	315,773
VA	001	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00281

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	179,471	7.59	13,622
VA	001	5403	F	CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	15.26	0
VA	001	6003		PILE DRIVING 08/31/01 TO 08/31/02	500,003	16.13	80,650
VA	001	6003	F	PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	32.42	0
VA	001	6217		EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	217,948	6.12	13,338
VA	001	6217	F	EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.30	0
VA	001	6252		CAISSON WORK--NOT PNEUMATIC-- ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	24.15	0
VA	001	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	410,268	10.00	41,027
VA	001	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	IF ANY	20.15	0
VA	001	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0
VA	001	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	1,384,611	3.17	43,892

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00282

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	833,316	.39	3,250
VA	001	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	4,525,624	.16	7,241
VA	016	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	4,110	5.54	228
VA	016	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	20,551	20.18	4,147
VA	016	5183		PLUMBING NOC & D 08/31/01 TO 08/31/02	41,103	4.89	2,010
VA	016	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	20,551	3.03	623
VA	016	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	4,110	8.50	349
VA	016	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0
VA	016	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	4,110	4.10	169
VA	016	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,110	7.59	312
VA	016	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	4,110	7.07	291

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00293

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	016	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	32,882	2.54	835
VA	016	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	8,221	.16	13
VA	022	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	10.22	0
VA	022	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0
VA	022	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	2,500,669	6.23	155,792
VA	022	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	IF ANY	6.31	0
VA	022	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	3.17	0
VA	022	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	255,331	.16	409
VA	023	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	9,321,000	6.15	573,242
VA	023	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	IF ANY	10.00	0
VA	023	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	33,500	20.15	6,750

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00284

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	023	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0
VA	023	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,645,500	.16	2,633
VA	046	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	6,058,215	6.15	372,580
VA	046	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	21,883	20.15	4,409
VA	046	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,069,901	.16	1,712
VA		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	76,974
VA		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	129,645
VA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,037,741
VA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	1,202,267
				TOTAL ESTIMATED STANDARD PREMIUM			1,202,267
VA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08050	1,105,485-
VA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
VA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			96,782
				TOTAL ESTIMATED COST			96,782

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00285

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 Risk I.D. No. 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****PREMIUM ADJUSTMENT SCHEDULE****

SCHEDULE PAGE 1

STATE	CODE NO.	DESCRIPTION OF CHANGE	PREMIUM
VA	0987	FLAT CHARGE FOR FOREIGN COVERAGE	$0.
		TOTAL PREMIUM ADJUSTMENT	$0.

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00286

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ENDORSEMENT SCHEDULE****

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	PN000000	Notice	08/31/01
	WC000101A	Defense Base Act Coverage Endorsement	08/31/01
	WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
	WC000106A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
	WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
	WC000201A	Maritime Coverage Endorsement	08/31/01
	WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
	WC000303B	Employers Liability Coverage Endorsement	08/31/01
	WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	08/31/01
	WC000407	Rate Change Endorsement	08/31/01
	WC000414	Notification Of Change In Ownership Endorsement	08/31/01
	WC000419	Premium Due Date Endorsement	08/31/01
	WC020601	Arizona Cancellation Endorsement	08/31/01
*	WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*	WC040301A	Policy Amendatory Endorsement - California	08/31/01
*	WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*	WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*	WC040310	Duty To Defend - California	08/31/01
*	WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*	WC040407	Premium Adjustment Endorsement - California	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00287

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT002283

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 3

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00289

The ST Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC NGHT0002500

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 04

PENDING RATE CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

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

This endorsement does not apply in Illinois, Massachusetts, Michigan, Minnesota, or New Mexico.

Schedule

State

SC

Copyright 1983 National Council on Compensation Insurance

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	028	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	48.15	0
AL	028	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.31	0
AL	028	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.71	0
AL	028	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	17.08	0
AL	039	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	14.09	0
AL	039	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	48.15	0
AL	039	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.31	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00233

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	039	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.91	0
AL	039	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.71	0
AL	039	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.53	0
AL		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
AL		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
AL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
AL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
AL		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
AL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00294

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	82,206	6.54	5,376
AZ	007	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	123,309	11.72	14,452
AZ	007	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	437,746	4.36	19,086
AZ	007	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	2,507,279	4.57	114,583
AZ	007	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	115,088	7.88	9,069
AZ	007	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.79	0
AZ	007	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	100,702	15.24	15,347

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00295

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	2,055	5.81	119
AZ	007	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	246,618	1.66	4,094
AZ	007	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	2,055	5.19	107
AZ	007	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	20,551	.27	55
AZ	017	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	8,794	16.64	1,463
AZ	017	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	7,189	7.88	566
AZ	017	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.79	0
AZ	017	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	2,024	5.26	106
AZ	017	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	7,538	8.78	662
AZ	017	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	140	7.16	10
AZ	017	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	489	1.66	8

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00295

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	017	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	25,684	5.19	1,333
AZ	017	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	907	5.88	53
AZ	017	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	3,071	.27	8
AZ	029	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.66	0
AZ	041	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	7.88	0
AZ	041	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.19	0
AZ		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	8,019
AZ		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
AZ		9959		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	177,360-
AZ				TOTAL PREMIUM SUBJECT TO THE EXP MOD			17,156
AZ		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	10,122
				TOTAL ESTIMATED STANDARD PREMIUM			10,122
AZ		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AZ		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			10,122

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00297

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			10,122

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00298

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	3724		MILLWRIGHT WORK-N.O.C.-ERECTION OR REPAIR OF MACHINERY OR EQUIPMENT 08/31/01 TO 08/31/02	411,029	11.36	46,693
CA	006	5040		IRON OR STEEL ERECTION-STRUCTURAL AND EXTERIOR INSTALLATION 08/31/01 TO 08/31/02	2,055	24.58	505
CA	006	5057		IRON OR STEEL ERECTION-N.O.C. 08/31/01 TO 08/31/02	16,441	23.64	3,887
CA	006	5183		PLUMBING-SHOP AND OUTSIDE-GAS, STEAM, HOT WATER OR OTHER PIPE FITTINGS INSTALLATION, INCLUDING HOUSE CONNECTIONS INSTALLATION-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	82,206	14.39	11,829

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00295

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5190		ELECTRICAL WIRING-WITHIN BUILDINGS-INCLUDING INSTALLATION OR REPAIR OF FIXTURES OR APPLIANCES-SHOP AND OUTSIDE-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR 08/31/01 TO 08/31/02	357,595	12.32	44,056
CA	006	5213		CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	236,342	14.27	33,726
CA	006	5213	F	CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	IF ANY	21.46	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00360

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5403		CARPENTRY-INCLUDING THE INSTALLATION OF INTERIOR TRIM, BUILDERS FINISH, DOORS AND CABINET WORK IN CONNECTION THEREWITH-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	8,221	36.58	3,007
CA	006	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	369,926	3.37	12,467
CA	006	5606	F	CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	5.07	0
CA	006	6218		EXCAVATION-N.O.C.-INCLUDING BURROWING, FILLING OR BACKFILLING-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $23.00 PER HOUR. 08/31/01 TO 08/31/02	73,985	15.71	11,623
CA	006	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	61,654	1.07	660

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00301

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	030	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	3.37	0
CA	030	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	IF ANY	1.07	0
CA		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	7,243
CA		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
CA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			175,696
CA		9897		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.9500	166,911
				TOTAL ESTIMATED STANDARD PREMIUM			166,911
CA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	152,189-
CA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			14,722
CA				CALIFORNIA GUARANTEE FUND		1.0000%	147
CA				USER FUNDING ASSESSMENT		.1389%	232
CA				FRAUD SURCHARGE		.2300%	384
				TOTAL ESTIMATED COST			15,485
				CALIFORNIA DEPOSIT PREMIUM			15,485

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00302

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	20,551	12.65	2,600
CO	008	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	20,551	22.77	4,679
CO	008	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	20,551	9.33	1,917
CO	008	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	20,551	7.66	1,574
CO	008	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	123,309	18.43	22,726
CO	008	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	66.16	0
CO	008	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	82,206	17.56	14,435

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00303

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	20,551	2.57	528
CO	008	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.73	0
CO	008	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.50	0
CO	018	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	117,949	15.39	18,152
CO	018	1710		STONE CRUSHING & D 08/31/01 TO 08/31/02	16,611	19.94	3,312
CO	018	3365		WELDING OR CUTTING NOC & DRIVERS 08/31/01 TO 08/31/02	142,725	13.15	18,768
CO	018	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	20,868	12.65	2,640
CO	018	3724	F	MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	45.41	0
CO	018	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	39,014	35.72	13,936
CO	018	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	173,015	9.33	16,142
CO	018	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	423,569	18.43	78,064
CO	018	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	13,261	17.26	2,289

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00394

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	018	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	61.96	0
CO	018	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	140	17.56	25
CO	018	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	43,550	15.18	6,611
CO	018	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	343,587	13.78	47,346
CO	018	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D 08/31/01 TO 08/31/02	15,075	11.40	1,719
CO	018	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	14,656	2.57	377
CO	018	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D 08/31/01 TO 08/31/02	1,167,065	12.51	146,000
CO	018	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	1,644,863	12.73	209,391
CO	018	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	635,458	6.40	40,669
CO	018	8601		ARCHITECT OR ENGINEER-CONSULTING 08/31/01 TO 08/31/02	88,776	1.18	1,048
CO	018	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,335,055	.50	6,675

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00305

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	031	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.33	0
CO	031	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.66	0
CO	031	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.57	0
CO	031	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.73	0
CO	031	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.50	0
CO		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	28,450
CO		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
CO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			690,073
CO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	407,143
				TOTAL ESTIMATED STANDARD PREMIUM			407,143
CO		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	371,233-
CO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			35,910
				TOTAL ESTIMATED COST			35,910

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00305

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
DC	024	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
DC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
DC		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
DC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
DC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
DC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
DC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
DC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
DC				DISTRICT OF COLUMBIA WC SURCHARGE		.00%	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00307

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00308

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	3724		DOOR INSTALLATION-OVERHEAD & DRIVERS 08/31/01 TO 08/31/02	537,456	13.60	73,094
FL	002	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	23,442	42.80	10,033
FL	002	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	58,776	10.75	6,318
FL	002	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	74,666	33.02	24,655
FL	002	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	131.42	0
FL	002	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	30.13	0
FL	002	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,818	28.80	1,388

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00309

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,879	62.53	1,175
FL	002	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	35,983	14.27	5,135
FL	002	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	22.79	0
FL	002	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	IF ANY	20.13	0
FL	002	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	9.80	0
FL	002	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	1.10	0
FL	002	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	37,316	.59	220
FL		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	5,247
FL		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
FL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			127,265
FL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	75,086
				TOTAL ESTIMATED STANDARD PREMIUM			75,086
FL		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	68,463-
FL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1997 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00310

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			6,623
				TOTAL ESTIMATED COST			6,623

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00311

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

SCHEDULE OF OPERATIONS

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	3,486	7.45	260
GA	003	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	13,054	26.75	3,492
GA	003	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.61	0
GA	003	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	10.42	0
GA	003	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	148,750	12.66	18,832
GA	003	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	29.75	0
GA	003	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	5,878	16.49	969

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00312

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,401	20.61	289
GA	003	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	1,128	9.86	111
GA	003	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	103	14.76	15
GA	003	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	4,135	20.51	848
GA	003	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.61	0
GA	003	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.55	0
GA	003	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	13,566	.32	43
GA		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,032
GA		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	2,680
GA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,571
GA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	16,857
				TOTAL ESTIMATED STANDARD PREMIUM			16,857
GA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	15,370-
GA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00813

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,487
				TOTAL ESTIMATED COST			1,487

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00314

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	025	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.24	0
ID	025	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	17.52	0
ID	025	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.26	0
ID	025	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.78	0
ID	025	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.76	0
ID	025	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.42	0
ID	032	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.24	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00315

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	032	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	17.52	0
ID	032	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.26	0
ID	032	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.78	0
ID	032	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.76	0
ID		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
ID		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
ID				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ID		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ID		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
ID		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ID		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00316

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD	to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	8.46	6,955
KS	009	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	102,757	16.64	17,099
KS	009	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	5.91	4,858
KS	009	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	82,206	4.77	3,921
KS	009	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	164,412	11.33	18,628
KS	009	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	30.25	0
KS	009	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	123,309	11.04	13,613

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MONT00317

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	82,206	1.61	1,324
KS	009	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	82,206	6.10	5,015
KS	009	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	41,103	.25	103
KS		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	3,075
KS		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
KS				TOTAL PREMIUM SUBJECT TO THE EXP MOD			74,591
KS		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	44,009
				TOTAL ESTIMATED STANDARD PREMIUM			44,009
KS		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	40,127-
KS		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
KS		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			3,882
				TOTAL ESTIMATED COST			3,882

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00318

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY	040	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.29	0
KY	040	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.02	0
KY		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
KY		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
KY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
KY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
KY		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
KY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT 00313

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
KY				KENTUCKY TAX		.00%	0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00320

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	010	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	8,221	5.80	477
MD	010	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	822	13.20	109
MD	010	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,233	3.06	38
MD	010	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	2,055	.26	5
MD	043	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.80	0
MD	043	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.03	0
MD	043	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	15.95	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00321

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	043	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	11.55	0
MD	043	6003		PILE DRIVING & D 08/31/01 TO 08/31/02	IF ANY	17.52	0
MD	043	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.92	0
MD	043	7046	M	VESSELS--NOT SELF-PROPELLED 08/31/01 TO 08/31/02	IF ANY	21.24	0
MD	043	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
MD		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	27
MD		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
MD				TOTAL PREMIUM SUBJECT TO THE EXP MOD			656
MD		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	387
				TOTAL ESTIMATED STANDARD PREMIUM			387
MD		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	353-
MD		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MD		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			34
				TOTAL ESTIMATED COST			34

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00322

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS

ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT

ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ME	044	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	13.62	0
ME	044	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.69	0
ME		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
ME		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
ME				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ME		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ME		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
ME		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ME		0900		EXPENSE CONSTANT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00823

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED PREMIUM			0
ME				ME ADMINISTRATIVE FUND ASSESSMENT		.00%	0
ME		9877		FRESH START SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00324

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO	026	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.60	0
MO	026	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.28	0
MO	026	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.27	0
MO	026	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.77	0
MO	026	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.28	0
MO	033	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.77	0
MO		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		1.800%	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00325

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
MO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MO		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
MO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MO				MISSOURI SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00326

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD	to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT	027	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	19.55	0
MT	027	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.60	0
MT	027	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D 08/31/01 TO 08/31/02	IF ANY	9.60	0
MT	027	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	21.03	0
MT	027	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.71	0
MT		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
MT		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT0003Z7

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MT		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
MT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MT		0935		MONTANA SECOND INJURY FUND		.0000%	0
MT		0939		MONTANA SURCHARGE		.0000%	0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00328

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	20,332	6.87	1,397
NC	004	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	6,766	16.82	1,138
NC	004	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	004	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	11.71	0
NC	004	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	23.30	0
NC	004	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	455,067	15.37	69,944
NC	004	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	30.59	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00329

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	20,845	13.94	2,906
NC	004	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.47	0
NC	004	6003		PILE DRIVING 08/31/01 TO 08/31/02	115,364	13.81	15,932
NC	004	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	11,106	7.53	836
NC	004	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	10.73	0
NC	004	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	11,243	13.34	1,500
NC	004	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.25	0
NC	004	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.38	0
NC	004	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.63	0
NC	004	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	44,560	.35	156

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00330

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	012	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	16.82	0
NC	012	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	41,103	4.89	2,010
NC	012	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	012	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	IF ANY	6.61	0
NC	012	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	IF ANY	5.82	0
NC	012	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	92,482	3.47	3,209
NC	012	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	16,441	.35	58
NC	034	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	16.82	0
NC	034	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.47	0
NC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	4,196
NC		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	4,740

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00331

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			108,022
NC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	63,733
				TOTAL ESTIMATED STANDARD PREMIUM			63,733
NC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	58,112-
NC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			5,621
				TOTAL ESTIMATED COST			5,621

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00332

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.86	0
NM	011	3726		BOILER INSTALLATION OR REPAIR 08/31/01 TO 08/31/02	838,500	8.31	69,679
NM	011	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	12,331	12.48	1,539
NM	011	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	657,647	4.98	32,751
NM	011	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	534,338	2.95	15,763
NM	011	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	102,757	8.91	9,156
NM	011	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	20.58	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS.DOC MGMT00333

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	2,055	5.36	110
NM	011	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	226,066	10.09	22,810
NM	011	5445		SHEET ROCK INSTALLATION--WITHIN--BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	411	5.24	22
NM	011	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	1,644	6.49	107
NM	011	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS 08/31/01 TO 08/31/02	123,309	8.98	11,073
NM	011	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,315,294	1.59	20,913
NM	011	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	127,419	4.51	5,747
NM	011	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	51,379	4.34	2,230
NM	011	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	275,390	.33	909
NM	019	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	89,404	3.68	3,290
NM	019	3365		WELDING OR CUTTING NOC & DRIVERS 08/31/01 TO 08/31/02	6,840	8.59	588

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00334

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	209	34.80	73
NM	019	5102		DOOR, ERECTION 08/31/01 TO 08/31/02	907	10.78	98
NM	019	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	628	4.98	31
NM	019	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	20,728	8.91	1,847
NM	019	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	330,676	9.01	29,794
NM	019	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.81	0
NM	019	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	2,582	10.09	261
NM	019	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	855,653	10.84	92,753
NM	019	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	IF ANY	4.79	0
NM	019	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D 08/31/01 TO 08/31/02	14,377	5.28	759
NM	019	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	178,877	1.59	2,844

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00335

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	6003		PILE DRIVING 08/31/01 TO 08/31/02	698	14.23	99
NM	019	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	181,250	4.51	8,174
NM	019	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS 08/31/01 TO 08/31/02	3,071	7.95	244
NM	019	6319		WATER MAIN OR CONNECTION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.95	0
NM	019	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	5,165	4.34	224
NM	019	8601		ARCHITECT OR ENGINEER-CONSULTING 08/31/01 TO 08/31/02	21,566	.70	151
NM	019	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	46,272	.33	153
NM	035	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.98	0
NM	035	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	2.95	0
NM	035	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.59	0
NM	035	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.51	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00335

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	035	7421		AIRCRAFT OR HELICOPTER OPERATION: TRANSPORTATION OF PERSONNEL FLYING CREW 08/31/01 TO 08/31/02	IF ANY	1.25	0
NM	035	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.34	0
NM	035	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.33	0
NM	042	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	IF ANY	3.68	0
NM	042	5040		IRON OR STEEL: ERECTION--BRIDGE 08/31/01 TO 08/31/02	IF ANY	34.80	0
NM	042	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	12.48	0
NM	042	5102		IRON OR STEEL ERECTION: IRON, BRASS OR BRONZE-DECORATIVE OR ARTISTIC 08/31/01 TO 08/31/02	IF ANY	10.78	0
NM	042	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.98	0
NM	042	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	8.91	0
NM	042	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	9.01	0
NM	042	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	10.09	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00337

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560,

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 6

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	042	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.59	0
NM	042	6003		PILE DRIVING & D 08/31/01 TO 08/31/02	IF ANY	14.23	0
NM	042	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.51	0
NM	042	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.95	0
NM	042	6319		WATER MAIN OR CONNECTION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.95	0
NM		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	14,370
NM		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
NM				TOTAL PREMIUM SUBJECT TO THE EXP MOD			348,562
NM		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	205,652
				TOTAL ESTIMATED STANDARD PREMIUM			205,652
NM		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	187,513-
NM		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NM		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			18,139
NM				NEW MEXICO FILING FEE			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00038

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 7

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			18,139

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00339

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV	048	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	12.01	0
NV	049	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	8.28	0
NV		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
NV		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
NV				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NV		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NV		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
NV		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00340

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00341

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY	047	5606		CONTRACTOR--EXECUTIVE SUPERVISOR 08/31/01 TO 08/31/02			
				COMMERCIAL LIMITED	IF ANY	5.95	0
				TERR 1 DIFF		.320	0
NY		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
NY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				OTHER PREMIUM CHARGES:			
NY		9046		CONTRACTING CLASS PREMIUM CREDIT 08/31/01 TO 08/31/02		.00	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NY		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
NY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00942

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
NY				NEW YORK STATE ASSESSMENT		.00%	0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00343

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	41,103	10.70	4,398
OK	013	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.42	0
OK	013	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.11	0
OK	013	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	6,165	7.70	475
OK	013	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	2,055	13.50	277
OK	013	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	28.76	0
OK	013	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.79	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MONT00344

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	16,441	2.92	480
OK	013	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	8,221	.56	46
OK	020	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	9,841	38.92	3,830
OK	020	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	32,663	21.21	6,928
OK	020	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	45.18	0
OK	020	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	25,963	10.79	2,801
OK	020	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,186	2.92	35
OK	020	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,396	20.43	285
OK	020	6217		EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	1,047	12.94	135
OK	020	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	209	.56	1
OK	036	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.70	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A; Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00345

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	036	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.42	0
OK	036	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.11	0
OK	036	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.70	0
OK	036	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.50	0
OK	036	5221		PAVING OR REPAVING--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.79	0
OK	036	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.92	0
OK	036	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.56	0
OK		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	847
OK		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
OK				TOTAL PREMIUM SUBJECT TO THE EXP MOD			20,538
OK		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	12,117
				TOTAL ESTIMATED STANDARD PREMIUM			12,117
OK		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	11,048-

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00345

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
OK		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,069
				TOTAL ESTIMATED COST			1,069

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00347

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	3,312	7.15	237
SC	005	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	5.67	0
SC	005	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	26,347	17.28	4,553
SC	005	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	137,703	12.94	17,819
SC	005	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	31.06	0
SC	005	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,275	14.05	601
SC	005	6003		PILE DRIVING 08/31/01 TO 08/31/02	27,386	12.16	3,330

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00348

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	6,894	6.08	419
SC	005	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.60	0
SC	005	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	13,058	.22	29
SC	045	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	5.67	0
SC	045	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.22	0
SC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,160
SC		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
SC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,148
SC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	16,607
				TOTAL ESTIMATED STANDARD PREMIUM			16,607
SC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	15,142-
SC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
SC		0900		EXPENSE CONSTANT, WHEN APPLICABLE			230
				TOTAL ESTIMATED PREMIUM			1,695
				TOTAL ESTIMATED COST			1,695

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00349

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	3724		MILLWRIGHT WORK NOC-OUTSIDE- & DRIVERS 08/31/01 TO 08/31/02	18,085	3.60	651
TX	014	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	11.74	0
TX	014	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	1,233	4.70	58
TX	014	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	411	4.55	19
TX	014	5213		CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	411	9.65	40
TX	014	5213	F	CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	18.14	0
TX	014	5403		CARPENTRY NOC & DRIVERS 08/31/01 TO 08/31/02	2,055	8.33	171

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00359

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	5474		PAINTING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.00	0
TX	014	5538		SHEET METAL WORK OUTSIDE-NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.92	0
TX	014	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	3,288	1.86	61
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS 08/31/01 TO 08/31/02	11,509	7.32	842
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS 08/31/01 TO 08/31/02	11,509	7.32	842
TX	014	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	2,055	.29	6
TX	037	3724		MILLWRIGHT WORK NOC-OUTSIDE-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	3.60	0
TX	037	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	11.74	0
TX	037	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.70	0
TX	037	5190		ELECTRICAL WIRING & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.55	0
TX	037	5213		CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.65	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00351

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	037	5538		SHEET METAL WORK OUTSIDE-NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.92	0
TX	037	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.86	0
TX	037	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.29	0
TX		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	116
TX		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
TX				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,806
TX		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	1,656
				OTHER PREMIUM CHARGES:			
TX		0993		MIN PREM FOR USLH COVERAGE 08/31/01 TO 08/31/02			10
				TOTAL ESTIMATED STANDARD PREMIUM			1,666
TX		9959		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	1,510-
TX		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
TX		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			156
TX				PREM SUBJ TO TX MAINT TAX SURCHG ASSESSMENT			1,656
TX		9998		TX MAINTENANCE TAX SURCHARGE ASSESSMENT		.00%	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00852

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			156

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00353

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	8,221	5.77	474
UT	015	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	78,096	24.73	19,313
UT	015	5057	F	IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	56.88	0
UT	015	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	4.18	3,436
UT	015	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	82,206	4.37	3,592
UT	015	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	8,221	9.92	816
UT	015	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	822	6.46	53

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00354

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	9.18	0
UT	015	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	822	10.64	87
UT	015	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	6,165	9.14	563
UT	015	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS 08/31/01 TO 08/31/02	4,110	6.65	273
UT	015	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	212,091	1.64	3,478
UT	015	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.32	0
UT	015	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	30,827	.22	68
UT	021	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	768	4.18	32
UT	021	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	1,256	9.92	125
UT	021	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	10.64	0
UT	021	5516		STREET CONSTR OR RECONSTR BY OTHERS THAN STATE, COUNTY MUNICIPALITY & D 08/31/01 TO 08/31/02	140	7.12	10
UT	021	6003		PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	15.70	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00355

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	021	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.47	0
UT	021	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	558	.22	1
UT	038	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.77	0
UT	038	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.73	0
UT	038	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.18	0
UT	038	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.37	0
UT	038	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	9.92	0
UT	038	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.46	0
UT	038	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	IF ANY	9.14	0
UT	038	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.64	0
UT	038	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.32	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00355

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	038	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.22	0
UT		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,390
UT		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
UT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			33,711
UT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	19,889
				TOTAL ESTIMATED STANDARD PREMIUM			19,889
UT		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	18,135-
UT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
UT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,754
				TOTAL ESTIMATED COST			1,754

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00357

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD	to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	166,656	5.54	9,233
VA	001	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	474,374	20.18	95,729
VA	001	5183		PLUMBING NOC & D 08/31/01 TO 08/31/02	205,134	4.89	10,031
VA	001	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	833,316	8.50	70,832
VA	001	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0
VA	001	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	3,089,755	10.22	315,773
VA	001	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00358

The ST Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	179,471	7.59	13,622
VA	001	5403	F	CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	15.26	0
VA	001	6003		PILE DRIVING 08/31/01 TO 08/31/02	500,003	16.13	80,650
VA	001	6003	F	PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	32.42	0
VA	001	6217		EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	217,948	6.12	13,338
VA	001	6217	F	EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.30	0
VA	001	6252		CAISSON WORK--NOT PNEUMATIC-- ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	24.15	0
VA	001	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	410,268	10.00	41,027
VA	001	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	IF ANY	20.15	0
VA	001	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0
VA	001	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	1,384,611	3.17	43,892

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00355

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	833,316	.39	3,250
VA	001	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	4,525,624	.16	7,241
VA	016	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	4,110	5.54	228
VA	016	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	20,551	20.18	4,147
VA	016	5183		PLUMBING NOC & D 08/31/01 TO 08/31/02	41,103	4.89	2,010
VA	016	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	20,551	3.03	623
VA	016	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	4,110	8.50	349
VA	016	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0
VA	016	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	4,110	4.10	169
VA	016	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,110	7.59	312
VA	016	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	4,110	7.07	291

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00560

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	016	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	32,882	2.54	835
VA	016	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	8,221	.16	13
VA	022	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	10.22	0
VA	022	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0
VA	022	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	2,500,669	6.23	155,792
VA	022	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	IF ANY	6.31	0
VA	022	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	3.17	0
VA	022	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	255,331	.16	409
VA	023	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	9,321,000	6.15	573,242
VA	023	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	IF ANY	10.00	0
VA	023	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	33,500	20.15	6,750

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00361

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC NO	CODE	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	023	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0
VA	023	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,645,500	.16	2,633
VA	046	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	6,058,215	6.15	372,580
VA	046	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	21,883	20.15	4,409
VA	046	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,069,901	.16	1,712
VA		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	76,974
VA		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	129,645
VA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,037,741
VA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	1,202,267
				TOTAL ESTIMATED STANDARD PREMIUM			1,202,267
VA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	1,096,227-
VA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
VA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			106,040
				TOTAL ESTIMATED COST			106,040

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00352

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****PREMIUM ADJUSTMENT SCHEDULE****

SCHEDULE PAGE 1

STATE	CODE NO.	DESCRIPTION OF CHANGE	PREMIUM
VA	0987	FLAT CHARGE FOR FOREIGN COVERAGE	$0.
		TOTAL PREMIUM ADJUSTMENT	$0.

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00363

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ENDORSEMENT SCHEDULE****

SCHEDULE PAGE 1

	STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
		PN000000	Notice	08/31/01
		WC000101A	Defense Base Act Coverage Endorsement	08/31/01
		WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
		WC000106A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
		WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
		WC000201A	Maritime Coverage Endorsement	08/31/01
		WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
		WC000303B	Employers Liability Coverage Endorsement	08/31/01
		WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
		WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
		WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
		WC000404	Pending Rate Change Endorsement	08/31/01
		WC000407	Rate Change Endorsement	08/31/01
		WC000414	Notification Of Change In Ownership Endorsement	08/31/01
		WC000419	Premium Due Date Endorsement	08/31/01
		WC020601	Arizona Cancellation Endorsement	08/31/01
*		WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*		WC040301A	Policy Amendatory Endorsement - California	08/31/01
*		WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*		WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*		WC040310	Duty To Defend - California	08/31/01
*		WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*		WC040407	Premium Adjustment Endorsement - California	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/22/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00364

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A, Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00365

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 3

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00365

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00367

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 04

PENDING RATE CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any).

Authorized Representative

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

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

This endorsement does not apply in Illinois, Massachusetts, Michigan, Minnesota, or New Mexico.

Schedule

State

SC

Copyright 1983 National Council on Compensation Insurance

TRAVELERS DOC MGMT00389

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01 08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	028	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	48.15	0
AL	028	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.31	0
AL	028	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.71	0
AL	028	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	17.08	0
AL	039	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	14.09	0
AL	039	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	48.15	0
AL	039	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.31	0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGIT000370

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	039	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.91	0
AL	039	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.71	0
AL	039	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.53	0
AL		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
AL		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
AL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
AL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
AL		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
AL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00371

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 Risk I.D. No. 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	82,206	6.54	5,376
AZ	007	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	123,309	11.72	14,452
AZ	007	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	437,746	4.36	19,086
AZ	007	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	2,507,279	4.57	114,583
AZ	007	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	115,088	7.88	9,069
AZ	007	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.79	0
AZ	007	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	100,702	15.24	15,347

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00372

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	2,055	5.81	119
AZ	007	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	246,618	1.66	4,094
AZ	007	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	2,055	5.19	107
AZ	007	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	20,551	.27	55
AZ	017	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	8,794	16.64	1,463
AZ	017	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	7,189	7.88	566
AZ	017	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.79	0
AZ	017	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	2,024	5.26	106
AZ	017	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	7,538	8.78	662
AZ	017	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	140	7.16	10
AZ	017	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	489	1.66	8

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00378

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	017	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	25,684	5.19	1,333
AZ	017	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	907	5.88	53
AZ	017	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	3,071	.27	8
AZ	029	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.66	0
AZ	041	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	7.88	0
AZ	041	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.19	0
AZ		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	8,019
AZ		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
AZ		9959		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	177,360-
AZ				TOTAL PREMIUM SUBJECT TO THE EXP MOD			17,156
AZ		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	10,122
				TOTAL ESTIMATED STANDARD PREMIUM			10,122
AZ		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AZ		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			10,122

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00374

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			10,122

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00375

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	3724		MILLWRIGHT WORK-N.O.C.-ERECTION OR REPAIR OF MACHINERY OR EQUIPMENT 08/31/01 TO 08/31/02	411,029	11.36	46,693
CA	006	5040		IRON OR STEEL ERECTION-STRUCTURAL AND EXTERIOR INSTALLATION 08/31/01 TO 08/31/02	2,055	24.58	505
CA	006	5057		IRON OR STEEL ERECTION-N.O.C. 08/31/01 TO 08/31/02	16,441	23.64	3,887
CA	006	5183		PLUMBING-SHOP AND OUTSIDE-GAS, STEAM, HOT WATER OR OTHER PIPE FITTINGS INSTALLATION, INCLUDING HOUSE CONNECTIONS INSTALLATION-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	82,206	14.39	11,829

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00378

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5190		ELECTRICAL WIRING-WITHIN BUILDINGS-INCLUDING INSTALLATION OR REPAIR OF FIXTURES OR APPLIANCES-SHOP AND OUTSIDE-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR 08/31/01 TO 08/31/02	357,595	12.32	44,056
CA	006	5213		CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	236,342	14.27	33,726
CA	006	5213	F	CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	IF ANY	21.46	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000377

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5403		CARPENTRY-INCLUDING THE INSTALLATION OF INTERIOR TRIM, BUILDERS FINISH, DOORS AND CABINET WORK IN CONNECTION THEREWITH-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	8,221	36.58	3,007
CA	006	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	369,926	3.37	12,467
CA	006	5606	F	CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	5.07	0
CA	006	6218		EXCAVATION-N.O.C.-INCLUDING BURROWING, FILLING OR BACKFILLING-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $23.00 PER HOUR. 08/31/01 TO 08/31/02	73,985	15.71	11,623
CA	006	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	61,654	1.07	660

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00378

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	030	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	3.37	0
CA	030	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	IF ANY	1.07	0
CA		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	7,243
CA		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
CA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			175,696
CA		9897		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.9500	166,911
				TOTAL ESTIMATED STANDARD PREMIUM			166,911
CA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	152,189-
CA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			14,722
CA				CALIFORNIA GUARANTEE FUND		1.0000%	147
CA				USER FUNDING ASSESSMENT		.1389%	232
CA				FRAUD SURCHARGE		.2300%	384
				TOTAL ESTIMATED COST			15,485
				CALIFORNIA DEPOSIT PREMIUM			15,485

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00379

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	20,551	12.65	2,600
CO	008	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	20,551	22.77	4,679
CO	008	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	20,551	9.33	1,917
CO	008	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	20,551	7.66	1,574
CO	008	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	123,309	18.43	22,726
CO	008	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	66.16	0
CO	008	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	82,206	17.56	14,435

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT0003

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	20,551	2.57	528
CO	008	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.73	0
CO	008	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.50	0
CO	018	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	117,949	15.39	18,152
CO	018	1710		STONE CRUSHING & D 08/31/01 TO 08/31/02	16,611	19.94	3,312
CO	018	3365		WELDING OR CUTTING NOC & DRIVERS 08/31/01 TO 08/31/02	142,725	13.15	18,768
CO	018	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	20,868	12.65	2,640
CO	018	3724	F	MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	45.41	0
CO	018	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	39,014	35.72	13,936
CO	018	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	173,015	9.33	16,142
CO	018	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	423,569	18.43	78,064
CO	018	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	13,261	17.26	2,289

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-69 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT0003B1

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	018	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	61.96	0
CO	018	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	140	17.56	25
CO	018	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	43,550	15.18	6,611
CO	018	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	343,587	13.78	47,346
CO	018	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D 08/31/01 TO 08/31/02	15,075	11.40	1,719
CO	018	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	14,656	2.57	377
CO	018	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D 08/31/01 TO 08/31/02	1,167,065	12.51	146,000
CO	018	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	1,644,863	12.73	209,391
CO	018	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	635,458	6.40	40,669
CO	018	8601		ARCHITECT OR ENGINEER-CONSULTING 08/31/01 TO 08/31/02	88,776	1.18	1,048
CO	018	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,335,055	.50	6,675

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT0003882

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	031	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.33	0
CO	031	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.66	0
CO	031	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.57	0
CO	031	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.73	0
CO	031	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.50	0
CO		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	28,450
CO		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
CO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			690,073
CO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	407,143
				TOTAL ESTIMATED STANDARD PREMIUM			407,143
CO		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	371,233-
CO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			35,910
				TOTAL ESTIMATED COST			35,910

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00383

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
DC	024	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
DC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
DC		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
DC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
DC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
DC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
DC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
DC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
DC				DISTRICT OF COLUMBIA WC SURCHARGE		.00%	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00384

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00385

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	3724		DOOR INSTALLATION-OVERHEAD & DRIVERS 08/31/01 TO 08/31/02	537,456	13.60	73,094
FL	002	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	23,442	42.80	10,033
FL	002	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	58,776	10.75	6,318
FL	002	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	74,666	33.02	24,655
FL	002	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	131.42	0
FL	002	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	30.13	0
FL	002	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,818	28.80	1,388

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00385

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,879	62.53	1,175
FL	002	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	35,983	14.27	5,135
FL	002	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	22.79	0
FL	002	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	IF ANY	20.13	0
FL	002	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	9.80	0
FL	002	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	1.10	0
FL	002	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	37,316	.59	220
FL		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	5,247
FL		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
FL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			127,265
FL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	75,086
				TOTAL ESTIMATED STANDARD PREMIUM			75,086
FL		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	68,463-
FL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000387

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			6,623
				TOTAL ESTIMATED COST			6,623

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00388

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	3,486	7.45	260
GA	003	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	13,054	26.75	3,492
GA	003	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.61	0
GA	003	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	10.42	0
GA	003	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	148,750	12.66	18,832
GA	003	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	29.75	0
GA	003	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	5,878	16.49	969

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00[illegible]

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,401	20.61	289
GA	003	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	1,128	9.86	111
GA	003	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	103	14.76	15
GA	003	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	4,135	20.51	848
GA	003	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.61	0
GA	003	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.55	0
GA	003	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	13,566	.32	43
GA		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,032
GA		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	2,680
GA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,571
GA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	16,857
				TOTAL ESTIMATED STANDARD PREMIUM			16,857
GA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	15,370-
GA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00390

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,487
				TOTAL ESTIMATED COST			1,487

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00391

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	025	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.24	0
ID	025	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	17.52	0
ID	025	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.26	0
ID	025	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.78	0
ID	025	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.76	0
ID	025	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.42	0
ID	032	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.24	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00392

The ST Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	032	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	17.52	0
ID	032	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.26	0
ID	032	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.78	0
ID	032	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.76	0
ID		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
ID		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
ID				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ID		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ID		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
ID		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ID		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00393

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	8.46	6,955
KS	009	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	102,757	16.64	17,099
KS	009	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	5.91	4,858
KS	009	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	82,206	4.77	3,921
KS	009	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	164,412	11.33	18,628
KS	009	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	30.25	0
KS	009	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	123,309	11.04	13,613

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00394

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	82,206	1.61	1,324
KS	009	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	82,206	6.10	5,015
KS	009	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	41,103	.25	103
KS		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	3,075
KS		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
KS				TOTAL PREMIUM SUBJECT TO THE EXP MOD			74,591
KS		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	44,009
				TOTAL ESTIMATED STANDARD PREMIUM			44,009
KS		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	40,127-
KS		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
KS		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			3,882
				TOTAL ESTIMATED COST			3,882

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00395

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY	040	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.29	0
KY	040	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.02	0
KY		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
KY		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
KY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
KY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
KY		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
KY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT004335

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
KY				KENTUCKY TAX		.00%	0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00397

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	010	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	8,221	5.80	477
MD	010	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	822	13.20	109
MD	010	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,233	3.06	38
MD	010	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	2,055	.26	5
MD	043	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.80	0
MD	043	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.03	0
MD	043	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	15.95	0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00398

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	043	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	11.55	0
MD	043	6003		PILE DRIVING & D 08/31/01 TO 08/31/02	IF ANY	17.52	0
MD	043	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.92	0
MD	043	7046	M	VESSELS--NOT SELF-PROPELLED 08/31/01 TO 08/31/02	IF ANY	21.24	0
MD	043	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
MD		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	27
MD		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
MD				TOTAL PREMIUM SUBJECT TO THE EXP MOD			656
MD		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	387
				TOTAL ESTIMATED STANDARD PREMIUM			387
MD		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	353-
MD		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MD		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			34
				TOTAL ESTIMATED COST			34

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00399

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ME	044	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	13.62	0
ME	044	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.69	0
ME		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
ME		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
ME				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ME		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ME		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
ME		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ME		0900		EXPENSE CONSTANT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00400

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED PREMIUM			0
ME				ME ADMINISTRATIVE FUND ASSESSMENT		.00%	0
ME		9877		FRESH START SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00401

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO	026	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.60	0
MO	026	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.28	0
MO	026	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.27	0
MO	026	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.77	0
MO	026	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.28	0
MO	033	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.77	0
MO		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		1.800%	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00402

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
MO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MO		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
MO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MO				MISSOURI SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00403

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT	027	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	19.55	0
MT	027	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.60	0
MT	027	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D 08/31/01 TO 08/31/02	IF ANY	9.60	0
MT	027	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	21.03	0
MT	027	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.71	0
MT		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
MT		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00404

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MT		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
MT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MT		0935		MONTANA SECOND INJURY FUND		.0000%	0
MT		0939		MONTANA SURCHARGE		.0000%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00405

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	20,332	6.87	1,397
NC	004	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	6,766	16.82	1,138
NC	004	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	004	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	11.71	0
NC	004	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	23.30	0
NC	004	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	455,067	15.37	69,944
NC	004	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	30.59	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00406

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	20,845	13.94	2,906
NC	004	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.47	0
NC	004	6003		PILE DRIVING 08/31/01 TO 08/31/02	115,364	13.81	15,932
NC	004	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	11,106	7.53	836
NC	004	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	10.73	0
NC	004	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	11,243	13.34	1,500
NC	004	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.25	0
NC	004	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.38	0
NC	004	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.63	0
NC	004	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	44,560	.35	156

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00407

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	012	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	16.82	0
NC	012	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	41,103	4.89	2,010
NC	012	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	012	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	IF ANY	6.61	0
NC	012	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	IF ANY	5.82	0
NC	012	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	92,482	3.47	3,209
NC	012	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	16,441	.35	58
NC	034	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	16.82	0
NC	034	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.47	0
NC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	4,196
NC		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	4,740

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00408

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			108,022
NC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	63,733
				TOTAL ESTIMATED STANDARD PREMIUM			63,733
NC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	58,112-
NC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			5,621
				TOTAL ESTIMATED COST			5,621

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00409

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.86	0
NM	011	3726		BOILER INSTALLATION OR REPAIR 08/31/01 TO 08/31/02	838,500	8.31	69,679
NM	011	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	12,331	12.48	1,539
NM	011	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	657,647	4.98	32,751
NM	011	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	534,338	2.95	15,763
NM	011	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	102,757	8.91	9,156
NM	011	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	20.58	0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance,.

TRAVELERS DOC MGMT00410

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	2,055	5.36	110
NM	011	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	226,066	10.09	22,810
NM	011	5445		SHEET ROCK INSTALLATION--WITHIN--BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	411	5.24	22
NM	011	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	1,644	6.49	107
NM	011	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS 08/31/01 TO 08/31/02	123,309	8.98	11,073
NM	011	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,315,294	1.59	20,913
NM	011	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	127,419	4.51	5,747
NM	011	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	51,379	4.34	2,230
NM	011	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	275,390	.33	909
NM	019	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	89,404	3.68	3,290
NM	019	3365		WELDING OR CUTTING NOC & DRIVERS 08/31/01 TO 08/31/02	6,840	8.59	588

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00411

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	209	34.80	73
NM	019	5102		DOOR, ERECTION 08/31/01 TO 08/31/02	907	10.78	98
NM	019	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	628	4.98	31
NM	019	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	20,728	8.91	1,847
NM	019	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	330,676	9.01	29,794
NM	019	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.81	0
NM	019	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	2,582	10.09	261
NM	019	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	855,653	10.84	92,753
NM	019	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	IF ANY	4.79	0
NM	019	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D 08/31/01 TO 08/31/02	14,377	5.28	759
NM	019	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	178,877	1.59	2,844

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00412

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	6003		PILE DRIVING 08/31/01 TO 08/31/02	698	14.23	99
NM	019	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	181,250	4.51	8,174
NM	019	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS 08/31/01 TO 08/31/02	3,071	7.95	244
NM	019	6319		WATER MAIN OR CONNECTION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.95	0
NM	019	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	5,165	4.34	224
NM	019	8601		ARCHITECT OR ENGINEER-CONSULTING 08/31/01 TO 08/31/02	21,566	.70	151
NM	019	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	46,272	.33	153
NM	035	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.98	0
NM	035	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	2.95	0
NM	035	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.59	0
NM	035	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.51	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00413

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	035	7421		AIRCRAFT OR HELICOPTER OPERATION: TRANSPORTATION OF PERSONNEL FLYING CREW 08/31/01 TO 08/31/02	IF ANY	1.25	0
NM	035	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.34	0
NM	035	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.33	0
NM	042	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	IF ANY	3.68	0
NM	042	5040		IRON OR STEEL: ERECTION--BRIDGE 08/31/01 TO 08/31/02	IF ANY	34.80	0
NM	042	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	12.48	0
NM	042	5102		IRON OR STEEL ERECTION: IRON, BRASS OR BRONZE-DECORATIVE OR ARTISTIC 08/31/01 TO 08/31/02	IF ANY	10.78	0
NM	042	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.98	0
NM	042	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	8.91	0
NM	042	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	9.01	0
NM	042	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	10.09	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00414

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 6

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	042	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.59	0
NM	042	6003		PILE DRIVING & D 08/31/01 TO 08/31/02	IF ANY	14.23	0
NM	042	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.51	0
NM	042	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.95	0
NM	042	6319		WATER MAIN OR CONNECTION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.95	0
NM		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	14,370
NM		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
NM				TOTAL PREMIUM SUBJECT TO THE EXP MOD			348,562
NM		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	205,652
				TOTAL ESTIMATED STANDARD PREMIUM			205,652
NM		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	187,513-
NM		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NM		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			18,139
NM				NEW MEXICO FILING FEE			0

3139 Rev 1-89 Printed In U.S.A.. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00415

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 7

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			18,139

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00416

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV	048	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	12.01	0
NV	049	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	8.28	0
NV		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
NV		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
NV				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NV		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NV		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
NV		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC.MGMT00417

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00418

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY	047	5606		CONTRACTOR--EXECUTIVE SUPERVISOR 08/31/01 TO 08/31/02			
				COMMERCIAL LIMITED	IF ANY	5.95	0
				TERR 1 DIFF		.320	0
NY		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
NY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				OTHER PREMIUM CHARGES:			
NY		9046		CONTRACTING CLASS PREMIUM CREDIT 08/31/01 TO 08/31/02		.00	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NY		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
NY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00419

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
NY				NEW YORK STATE ASSESSMENT		.00%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00420

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	41,103	10.70	4,398
OK	013	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.42	0
OK	013	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.11	0
OK	013	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	6,165	7.70	475
OK	013	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	2,055	13.50	277
OK	013	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	28.76	0
OK	013	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.79	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00421

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	16,441	2.92	480
OK	013	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	8,221	.56	46
OK	020	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	9,841	38.92	3,830
OK	020	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	32,663	21.21	6,928
OK	020	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	45.18	0
OK	020	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	25,963	10.79	2,801
OK	020	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,186	2.92	35
OK	020	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,396	20.43	285
OK	020	6217		EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	1,047	12.94	135
OK	020	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	209	.56	1
OK	036	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.70	0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A, Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT004422

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	036	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.42	0
OK	036	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.11	0
OK	036	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.70	0
OK	036	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.50	0
OK	036	5221		PAVING OR REPAVING--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.79	0
OK	036	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.92	0
OK	036	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.56	0
OK		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	847
OK		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
OK				TOTAL PREMIUM SUBJECT TO THE EXP MOD			20,538
OK		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	12,117
				TOTAL ESTIMATED STANDARD PREMIUM			12,117
OK		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	11,048-

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00423

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
OK		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,069
				TOTAL ESTIMATED COST			1,069

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00424

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	3,312	7.15	237
SC	005	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	5.67	0
SC	005	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	26,347	17.28	4,553
SC	005	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	137,703	12.94	17,819
SC	005	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	31.06	0
SC	005	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,275	14.05	601
SC	005	6003		PILE DRIVING 08/31/01 TO 08/31/02	27,386	12.16	3,330

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00425

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	6,894	6.08	419
SC	005	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.60	0
SC	005	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	13,058	.22	29
SC	045	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	5.67	0
SC	045	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.22	0
SC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,160
SC		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
SC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,148
SC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	16,607
				TOTAL ESTIMATED STANDARD PREMIUM			16,607
SC		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	15,142-
SC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
SC		0900		EXPENSE CONSTANT, WHEN APPLICABLE			230
				TOTAL ESTIMATED PREMIUM			1,695
				TOTAL ESTIMATED COST			1,695

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00426

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	3724		MILLWRIGHT WORK NOC-OUTSIDE- & DRIVERS 08/31/01 TO 08/31/02	18,085	3.60	651
TX	014	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	11.74	0
TX	014	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	1,233	4.70	58
TX	014	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	411	4.55	19
TX	014	5213		CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	411	9.65	40
TX	014	5213	F	CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	18.14	0
TX	014	5403		CARPENTRY NOC & DRIVERS 08/31/01 TO 08/31/02	2,055	8.33	171

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00427

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	5474		PAINTING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.00	0
TX	014	5538		SHEET METAL WORK OUTSIDE- NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.92	0
TX	014	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	3,288	1.86	61
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS 08/31/01 TO 08/31/02	11,509	7.32	842
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS 08/31/01 TO 08/31/02	11,509	7.32	842
TX	014	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	2,055	.29	6
TX	037	3724		MILLWRIGHT WORK NOC-OUTSIDE- & DRIVERS 08/31/01 TO 08/31/02	IF ANY	3.60	0
TX	037	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	11.74	0
TX	037	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.70	0
TX	037	5190		ELECTRICAL WIRING & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.55	0
TX	037	5213		CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.65	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT09428

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	037	5538		SHEET METAL WORK OUTSIDE-NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.92	0
TX	037	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.86	0
TX	037	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.29	0
TX		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	116
TX		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
TX				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,806
TX		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	1,656
				OTHER PREMIUM CHARGES:			
TX		0993		MIN PREM FOR USLH COVERAGE 08/31/01 TO 08/31/02			10
				TOTAL ESTIMATED STANDARD PREMIUM			1,666
TX		9959		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	1,510-
TX		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
TX		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			156
TX				PREM SUBJ TO TX MAINT TAX SURCHG ASSESSMENT			1,656
TX		9998		TX MAINTENANCE TAX SURCHARGE ASSESSMENT		.00%	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00429

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			156

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00430

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	8,221	5.77	474
UT	015	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	78,096	24.73	19,313
UT	015	5057	F	IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	56.88	0
UT	015	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	4.18	3,436
UT	015	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	82,206	4.37	3,592
UT	015	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	8,221	9.92	816
UT	015	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	822	6.46	53

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00431

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	9.18	0
UT	015	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	822	10.64	87
UT	015	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	6,165	9.14	563
UT	015	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS 08/31/01 TO 08/31/02	4,110	6.65	273
UT	015	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	212,091	1.64	3,478
UT	015	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.32	0
UT	015	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	30,827	.22	68
UT	021	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	768	4.18	32
UT	021	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	1,256	9.92	125
UT	021	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	10.64	0
UT	021	5516		STREET CONSTR OR RECONSTR BY OTHERS THAN STATE, COUNTY MUNICIPALITY & D 08/31/01 TO 08/31/02	140	7.12	10
UT	021	6003		PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	15.70	0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00432

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	021	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.47	0
UT	021	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	558	.22	1
UT	038	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.77	0
UT	038	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.73	0
UT	038	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.18	0
UT	038	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.37	0
UT	038	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	9.92	0
UT	038	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.46	0
UT	038	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	IF ANY	9.14	0
UT	038	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.64	0
UT	038	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.32	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00433

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	038	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.22	0
UT		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,390
UT		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
UT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			33,711
UT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	19,889
				TOTAL ESTIMATED STANDARD PREMIUM			19,889
UT		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	18,135-
UT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
UT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,754
				TOTAL ESTIMATED COST			1,754

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00434

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	166,656	5.54	9,233
VA	001	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	474,374	20.18	95,729
VA	001	5183		PLUMBING NOC & D 08/31/01 TO 08/31/02	205,134	4.89	10,031
VA	001	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	833,316	8.50	70,832
VA	001	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0
VA	001	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	3,089,755	10.22	315,773
VA	001	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00435

The ST Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	179,471	7.59	13,622
VA	001	5403	F	CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	15.26	0
VA	001	6003		PILE DRIVING 08/31/01 TO 08/31/02	500,003	16.13	80,650
VA	001	6003	F	PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	32.42	0
VA	001	6217		EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	217,948	6.12	13,338
VA	001	6217	F	EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.30	0
VA	001	6252		CAISSON WORK--NOT PNEUMATIC-- ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	24.15	0
VA	001	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	410,268	10.00	41,027
VA	001	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	IF ANY	20.15	0
VA	001	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0
VA	001	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	1,384,611	3.17	43,892

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT0435

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	833,316	.39	3,250
VA	001	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	4,525,624	.16	7,241
VA	016	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	4,110	5.54	228
VA	016	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	20,551	20.18	4,147
VA	016	5183		PLUMBING NOC & D 08/31/01 TO 08/31/02	41,103	4.89	2,010
VA	016	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	20,551	3.03	623
VA	016	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	4,110	8.50	349
VA	016	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0
VA	016	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	4,110	4.10	169
VA	016	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,110	7.59	312
VA	016	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	4,110	7.07	291

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00437

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	016	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	32,882	2.54	835
VA	016	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	8,221	.16	13
VA	022	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	10.22	0
VA	022	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0
VA	022	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	2,500,669	6.23	155,792
VA	022	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	IF ANY	6.31	0
VA	022	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	3.17	0
VA	022	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	255,331	.16	409
VA	023	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	9,321,000	6.15	573,242
VA	023	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	IF ANY	10.00	0
VA	023	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	33,500	20.15	6,750

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00438

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	023	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0
VA	023	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,645,500	.16	2,633
VA	046	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	6,058,215	6.15	372,580
VA	046	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	21,883	20.15	4,409
VA	046	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,069,901	.16	1,712
VA		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	76,974
VA		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	129,645
VA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,037,741
VA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	1,202,267
				TOTAL ESTIMATED STANDARD PREMIUM			1,202,267
VA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	1,096,227-
VA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
VA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			106,040
				TOTAL ESTIMATED COST			106,040

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00433

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

PREMIUM ADJUSTMENT SCHEDULE

SCHEDULE PAGE 1

STATE	CODE NO.	DESCRIPTION OF CHANGE	PREMIUM
VA	0987	FLAT CHARGE FOR FOREIGN COVERAGE	$0.
		TOTAL PREMIUM ADJUSTMENT	$0.

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00440

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ENDORSEMENT SCHEDULE****

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	PN000000	Notice	08/31/01
	WC000101A	Defense Base Act Coverage Endorsement	08/31/01
	WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
	WC000106A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
	WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
	WC000201A	Maritime Coverage Endorsement	08/31/01
	WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
	WC000303B	Employers Liability Coverage Endorsement	08/31/01
	WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	08/31/01
	WC000407	Rate Change Endorsement	08/31/01
	WC000414	Notification Of Change In Ownership Endorsement	08/31/01
	WC000419	Premium Due Date Endorsement	08/31/01
	WC020601	Arizona Cancellation Endorsement	08/31/01
*	WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*	WC040301A	Policy Amendatory Endorsement - California	08/31/01
*	WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*	WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*	WC040310	Duty To Defend - California	08/31/01
*	WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*	WC040407	Premium Adjustment Endorsement - California	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT0044

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00442

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 3

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890608	Policy Information Page Endorsement	08/31/01
	WC890611	Policy Information Page Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00443

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC NUMT00444

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00445

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 06 08

POLICY INFORMATION PAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy effective date 08/31/01 Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

The change in workplace of insured is changed to read:

THE ADDRESS OF THE FOLLOWING LOCATION(S) HAS (HAVE) BEEN CHANGED ON YOUR WORKERS COMPENSATION POLICY:

015 FROM: CDK CONTRACTING CO.
(VARIOUS JOBSITES)
. UT 84101

TO: CDK CONTRACTING CO.
372 N. BILLY MITCHELL RD
SALT LAKE CITY UT 84116

021 FROM: NIELSON'S INC.
(VARIOUS JOBSITES)
. UT 84101

TO: NIELSON'S INC.
(VARIOUS JOBSITES)
. UT 84116

038 FROM: CDK CONTRACTING CO.
(VAROUS JOBSITES)
. UT 84101

TO: CDK CONTRACTING CO.
372 N. BILLY MITCHELL RD
SALT LAKE CITY UT 84116

All other terms and conditions of this policy remain unchanged.

© 1987 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00445

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 06 11

POLICY INFORMATION PAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy effective date 08/31/01 Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

Item 3.A. States is changed to read:
AL,AZ,CA,CO,DC,FL,GA,ID,KS,KY,MD,ME,MO,MT,NC,NM,NV,NY,OK,SC,TX,UT
VA

All other terms and conditions of this policy remain unchanged.

© 1987 National Council on Compensation Insurance, Inc.

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ENDORSEMENT SCHEDULE****

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	PN000000	Notice	08/31/01
	WC000101A	Defense Base Act Coverage Endorsement	08/31/01
	WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
	WC000106A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
	WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
	WC000201A	Maritime Coverage Endorsement	08/31/01
	WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
	WC000303B	Employers Liability Coverage Endorsement	08/31/01
	WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	08/31/01
	WC000407	Rate Change Endorsement	08/31/01
	WC000414	Notification Of Change In Ownership Endorsement	08/31/01
	WC000419	Premium Due Date Endorsement	08/31/01
	WC020601	Arizona Cancellation Endorsement	08/31/01
*	WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*	WC040301A	Policy Amendatory Endorsement - California	08/31/01
*	WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*	WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*	WC040310	Duty To Defend - California	08/31/01
*	WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*	WC040407	Premium Adjustment Endorsement - California	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 03/25/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT 00448

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT99449

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 3

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890608	Policy Information Page Endorsement	08/31/01
	WC890611	Policy Information Page Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00450

NOTICE

This is a notice. It is not part of your policy and it does not change your policy.

Named insured: TIDEWATER SKANSKA GROUP INC.
Policy number: WVK2900560
Policy effective date: 08/31/01

MINIMUM PREMIUM	$3,404	TOTAL ESTIMATED COST	$208,017
		DEPOSIT	$208,017
THIS TRANSACTION RESULTS IN AN ADDITIONAL PREMIUM OF			$0

TRAVELERS DOC MGMT00451

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT004452

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00453

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****ENDORSEMENT SCHEDULE****

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	PN000000	Notice	08/31/01
	WC000101A	Defense Base Act Coverage Endorsement	08/31/01
	WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
	WC000106A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
	WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
	WC000201A	Maritime Coverage Endorsement	08/31/01
	WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
	WC000303B	Employers Liability Coverage Endorsement	08/31/01
	WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	08/31/01
	WC000407	Rate Change Endorsement	08/31/01
	WC000414	Notification Of Change In Ownership Endorsement	08/31/01
	WC000419	Premium Due Date Endorsement	08/31/01
	WC020601	Arizona Cancellation Endorsement	08/31/01
*	WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*	WC040301A	Policy Amendatory Endorsement - California	08/31/01
*	WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*	WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*	WC040310	Duty To Defend - California	08/31/01
*	WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*	WC040407	Premium Adjustment Endorsement - California	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 04/11/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MENT000454

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 04/11/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00455

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.)

SCHEDULE PAGE 3

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890608	Policy Information Page Endorsement	08/31/01
	WC890611	Policy Information Page Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00456

NOTICE

This is a notice. It is not part of your policy and it does not change your policy.

Named insured: TIDEWATER SKANSKA GROUP INC.
Policy number: WVK2900560
Policy effective date: 08/31/01

MINIMUM PREMIUM	$3,404	TOTAL ESTIMATED COST	$208,017
		DEPOSIT	$208,017
THIS TRANSACTION RESULTS IN AN ADDITIONAL PREMIUM OF			$0

PLEASE INCLUDE THE ATTACHED FORM(S) WITH YOUR POLICY.

TRAVELERS DOC MGMT00457

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGNT00458

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00459

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 60 A

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including 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 California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The **"Exclusions"** section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:

   1. liability assumed under a contract.

2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:

   7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

* 1999 by the Workers Compensation Insurance Rating Bureau of California. All rights reserved.

TRAVELERS DOC MGMT00460

4. The following exclusions are added:

   1. bodily injury to any member of the flying crew of any aircraft.

   2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law(s) applicable to you or otherwise fail to comply with that law.

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	028	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	48.15	0
AL	028	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.31	0
AL	028	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.71	0
AL	028	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	17.08	0
AL	039	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	14.09	0
AL	039	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	48.15	0
AL	039	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.31	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MOMT004452

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AL	039	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.91	0
AL	039	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.71	0
AL	039	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.53	0
AL		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
AL		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
AL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
AL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
AL		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
AL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
AL		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00463

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	82,206	6.54	5,376
AZ	007	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	123,309	11.72	14,452
AZ	007	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	437,746	4.36	19,086
AZ	007	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	2,507,279	4.57	114,583
AZ	007	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	115,088	7.88	9,069
AZ	007	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.79	0
AZ	007	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	7.65	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00464

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	007	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	100,702	15.24	15,347
AZ	007	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	2,055	5.81	119
AZ	007	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	246,618	1.66	4,094
AZ	007	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	2,055	5.19	107
AZ	007	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	20,551	.27	55
AZ	017	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	8,794	16.64	1,463
AZ	017	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	7,189	7.88	566
AZ	017	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.79	0
AZ	017	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	2,024	5.26	106
AZ	017	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	7,538	8.78	662
AZ	017	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	140	7.16	10

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00465

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ	017	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	489	1.66	8
AZ	017	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	25,684	5.19	1,333
AZ	017	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	907	5.88	53
AZ	017	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	3,071	.27	8
AZ	029	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.66	0
AZ	041	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	7.88	0
AZ	041	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.19	0
AZ		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	8,019
AZ		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
AZ		9664		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	177,360-
AZ				TOTAL PREMIUM SUBJECT TO THE EXP MOD			17,156
AZ		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	10,122
				TOTAL ESTIMATED STANDARD PREMIUM			10,122
AZ		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT0004BB

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
AZ		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			10,122
				TOTAL ESTIMATED COST			10,122

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00467

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD	to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	3724		MILLWRIGHT WORK-N.O.C.-ERECTION OR REPAIR OF MACHINERY OR EQUIPMENT 08/31/01 TO 08/31/02	411,029	11.36	46,693
CA	006	5040		IRON OR STEEL ERECTION-STRUCTURAL AND EXTERIOR INSTALLATION 08/31/01 TO 08/31/02	2,055	24.58	505
CA	006	5057		IRON OR STEEL ERECTION-N.O.C. 08/31/01 TO 08/31/02	16,441	23.64	3,887
CA	006	5183		PLUMBING-SHOP AND OUTSIDE-GAS, STEAM, HOT WATER OR OTHER PIPE FITTINGS INSTALLATION, INCLUDING HOUSE CONNECTIONS INSTALLATION-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	82,206	14.39	11,829

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00465

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5190		ELECTRICAL WIRING-WITHIN BUILDINGS-INCLUDING INSTALLATION OR REPAIR OF FIXTURES OR APPLIANCES-SHOP AND OUTSIDE-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR 08/31/01 TO 08/31/02	357,595	12.32	44,056
CA	006	5213		CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	236,342	14.27	33,726
CA	006	5213	F	CONCRETE CONSTRUCTION-N.O.C.-INCLUDING FOUNDATIONS, OR THE MAKING, SETTING UP OR TAKING DOWN OF FORMS, SCAFFOLDS, FALSEWORK OR CONCRETE DISTRIBUTING APPARATUS-N.P.D. WITH 5222(1), "CONCRETE CONSTRUCTION - BRIDGES OR CULVERTS", 5040(2), "BRIDGE BUILDING - METAL", 6003(3), "BRIDGE OR TRESTLE CONSTRUCTION - WOOD", OR 5506 OR 5507, "STREET OR ROAD CONSTRUCTION" 08/31/01 TO 08/31/02	IF ANY	21.46	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00459

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	006	5403		CARPENTRY-INCLUDING THE INSTALLATION OF INTERIOR TRIM, BUILDERS FINISH, DOORS AND CABINET WORK IN CONNECTION THEREWITH-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $21.00 PER HOUR-N.O.C. 08/31/01 TO 08/31/02	8,221	36.58	3,007
CA	006	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	369,926	3.37	12,467
CA	006	5606	F	CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	5.07	0
CA	006	6218		EXCAVATION-N.O.C.-INCLUDING BURROWING, FILLING OR BACKFILLING-EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED $23.00 PER HOUR. 08/31/01 TO 08/31/02	73,985	15.71	11,623
CA	006	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	61,654	1.07	660

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00479

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CA	030	5606		CONTRACTORS - CONSTRUCTION OR ERECTION - EXECUTIVE SUPERVISORS-EXERCISING SUPERVISION THROUGH SUPERINTENDENTS AND FOREMEN-NO DIRECT SUPERVISION 08/31/01 TO 08/31/02	IF ANY	3.37	0
CA	030	8810		CLERICAL OFFICE EMPLOYEES-N.O.C. 08/31/01 TO 08/31/02	IF ANY	1.07	0
CA		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	7,243
CA		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
CA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			175,696
CA		9897		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.9500	166,911
				TOTAL ESTIMATED STANDARD PREMIUM			166,911
CA		9859		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	152,189-
CA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			14,722
CA				CALIFORNIA GUARANTEE FUND		1.0000%	147
CA				USER FUNDING ASSESSMENT		.1389%	232
CA				FRAUD SURCHARGE		.2300%	384
				TOTAL ESTIMATED COST			15,485
				CALIFORNIA DEPOSIT PREMIUM			15,485

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00471

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD	to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	20,551	12.65	2,600
CO	008	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	20,551	22.77	4,679
CO	008	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	20,551	9.33	1,917
CO	008	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	20,551	7.66	1,574
CO	008	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	123,309	18.43	22,726
CO	008	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	66.16	0
CO	008	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	82,206	17.56	14,435

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00472

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	008	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	20,551	2.57	528
CO	008	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.73	0
CO	008	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.50	0
CO	018	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	117,949	15.39	18,152
CO	018	1710		STONE CRUSHING & D 08/31/01 TO 08/31/02	16,611	19.94	3,312
CO	018	3365		WELDING OR CUTTING NOC & DRIVERS 08/31/01 TO 08/31/02	142,725	13.15	18,768
CO	018	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	20,868	12.65	2,640
CO	018	3724	F	MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	45.41	0
CO	018	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	39,014	35.72	13,936
CO	018	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	173,015	9.33	16,142
CO	018	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	423,569	18.43	78,064
CO	018	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	13,261	17.26	2,289

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00473

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	018	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	61.96	0
CO	018	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	140	17.56	25
CO	018	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	43,550	15.18	6,611
CO	018	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	343,587	13.78	47,346
CO	018	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D 08/31/01 TO 08/31/02	15,075	11.40	1,719
CO	018	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	14,656	2.57	377
CO	018	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D 08/31/01 TO 08/31/02	1,167,065	12.51	146,000
CO	018	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	1,644,863	12.73	209,391
CO	018	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	635,458	6.40	40,669
CO	018	8601		ARCHITECT OR ENGINEER-CONSULTING 08/31/01 TO 08/31/02	88,776	1.18	1,048
CO	018	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,335,055	.50	6,675

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00474

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
CO	031	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.33	0
CO	031	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.66	0
CO	031	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.57	0
CO	031	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.73	0
CO	031	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.50	0
CO		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	28,450
CO		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
CO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			690,073
CO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	407,143
				TOTAL ESTIMATED STANDARD PREMIUM			407,143
CO		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	371,233-
CO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
CO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			35,910
				TOTAL ESTIMATED COST			35,910

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00475

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
DC	024	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
DC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
DC		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
DC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
DC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
DC		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
DC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
DC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
DC				DISTRICT OF COLUMBIA WC SURCHARGE		.00%	0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00475

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00477

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	3724		DOOR INSTALLATION-OVERHEAD & DRIVERS 08/31/01 TO 08/31/02	537,456	13.60	73,094
FL	002	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	23,442	42.80	10,033
FL	002	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	58,776	10.75	6,318
FL	002	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	74,666	33.02	24,655
FL	002	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	131.42	0
FL	002	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	30.13	0
FL	002	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,818	28.80	1,388

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00478

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL	002	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,879	62.53	1,175
FL	002	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	35,983	14.27	5,135
FL	002	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	22.79	0
FL	002	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	IF ANY	20.13	0
FL	002	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	9.80	0
FL	002	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	1.10	0
FL	002	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	37,316	.59	220
FL		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	5,247
FL		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
FL				TOTAL PREMIUM SUBJECT TO THE EXP MOD			127,265
FL		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	75,086
				TOTAL ESTIMATED STANDARD PREMIUM			75,086
FL		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	68,463-
FL		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00479

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION	OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
FL		0900		EXPENSE CONSTANT, IF APPLICABLE				0
				TOTAL ESTIMATED PREMIUM				6,623
				TOTAL ESTIMATED COST				6,623

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00480

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	3,486	7.45	260
GA	003	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	13,054	26.75	3,492
GA	003	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.61	0
GA	003	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	10.42	0
GA	003	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	148,750	12.66	18,832
GA	003	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	29.75	0
GA	003	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	5,878	16.49	969

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00481

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA	003	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,401	20.61	289
GA	003	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	1,128	9.86	111
GA	003	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	103	14.76	15
GA	003	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	4,135	20.51	848
GA	003	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.61	0
GA	003	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.55	0
GA	003	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	13,566	.32	43
GA		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,032
GA		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	2,680
GA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,571
GA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	16,857
				TOTAL ESTIMATED STANDARD PREMIUM			16,857
GA		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	15,370-
GA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT004492

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
GA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,487
				TOTAL ESTIMATED COST			1,487

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00483

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	025	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.24	0
ID	025	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	17.52	0
ID	025	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.26	0
ID	025	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.78	0
ID	025	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.76	0
ID	025	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.42	0
ID	032	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.24	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT004484

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ID	032	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	17.52	0
ID	032	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.26	0
ID	032	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.78	0
ID	032	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.76	0
ID		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
ID		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
ID				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ID		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ID		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
ID		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ID		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00485

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	8.46	6,955
KS	009	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	102,757	16.64	17,099
KS	009	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	5.91	4,858
KS	009	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	82,206	4.77	3,921
KS	009	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	164,412	11.33	18,628
KS	009	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	30.25	0
KS	009	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	123,309	11.04	13,613

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00488

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KS	009	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	82,206	1.61	1,324
KS	009	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	82,206	6.10	5,015
KS	009	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	41,103	.25	103
KS		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	3,075
KS		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
KS				TOTAL PREMIUM SUBJECT TO THE EXP MOD			74,591
KS		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	44,009
				TOTAL ESTIMATED STANDARD PREMIUM			44,009
KS		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	40,127-
KS		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
KS		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			3,882
				TOTAL ESTIMATED COST			3,882

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00487

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY	040	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.29	0
KY	040	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.02	0
KY		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
KY		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
KY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
KY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
KY		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
KY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00488

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
KY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
KY				KENTUCKY TAX		.00%	0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00489

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	010	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	8,221	5.80	477
MD	010	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.80	0
MD	010	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	26.50	0
MD	010	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.03	0
MD	010	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	15.95	0
MD	010	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	11.55	0
MD	010	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	822	13.20	109

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGHT00490

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	010	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,233	3.06	38
MD	010	6003		PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	17.52	0
MD	010	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.92	0
MD	010	7046	M	VESSELS--NOT SELF-PROPELLED 08/31/01 TO 08/31/02	IF ANY	21.24	0
MD	010	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.59	0
MD	010	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	2,055	.26	5
MD	010	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
MD	043	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.80	0
MD	043	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.03	0
MD	043	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	15.95	0
MD	043	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	11.55	0
MD	043	6003		PILE DRIVING & D 08/31/01 TO 08/31/02	IF ANY	17.52	0
MD	043	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.92	0

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00491

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MD	043	7046	M	VESSELS--NOT SELF-PROPELLED 08/31/01 TO 08/31/02	IF ANY	21.24	0
MD	043	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.26	0
MD		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	27
MD		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
MD				TOTAL PREMIUM SUBJECT TO THE EXP MOD			656
MD		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	387
				TOTAL ESTIMATED STANDARD PREMIUM			387
MD		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	353-
MD		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MD		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			34
				TOTAL ESTIMATED COST			34

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00492

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
ME	044	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	13.62	0
ME	044	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.69	0
ME		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
ME		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
ME				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
ME		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
ME		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
ME		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
ME		0900		EXPENSE CONSTANT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00493

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED PREMIUM			0
ME				ME ADMINISTRATIVE FUND ASSESSMENT		.00%	0
ME		9877		FRESH START SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00494

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO	026	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.60	0
MO	026	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.28	0
MO	026	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.27	0
MO	026	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.77	0
MO	026	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.28	0
MO	033	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.77	0
MO		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		1.800%	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00495

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MO		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
MO				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MO		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MO		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
MO		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MO		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MO				MISSOURI SURCHARGE		.00%	0
				TOTAL ESTIMATED COST			0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00496

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT	027	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	19.55	0
MT	027	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.60	0
MT	027	6018		DAM OR LOCK CONSTRUCTION: EARTH MOVING--ALL OPERATIONS & D 08/31/01 TO 08/31/02	IF ANY	9.60	0
MT	027	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	21.03	0
MT	027	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.71	0
MT		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
MT		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00457

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
MT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
MT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
MT		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
MT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
MT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
MT		0935		MONTANA SECOND INJURY FUND		.0000%	0
MT		0939		MONTANA SURCHARGE		.0000%	0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00459

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	20,332	6.87	1,397
NC	004	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	6,766	16.82	1,138
NC	004	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	004	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	004	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	11.71	0
NC	004	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	23.30	0
NC	004	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	23.30	0
NC	004	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	11.71	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT004409

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	455,067	15.37	69,944
NC	004	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	30.59	0
NC	004	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	20,845	13.94	2,906
NC	004	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.47	0
NC	004	6003		PILE DRIVING 08/31/01 TO 08/31/02	115,364	13.81	15,932
NC	004	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	11,106	7.53	836
NC	004	6252		CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	10.73	0
NC	004	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	11,243	13.34	1,500
NC	004	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.25	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00500

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	004	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.25	0
NC	004	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.38	0
NC	004	8742		MESSENGERS, COLLECTORS OR SALESPERSONS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.63	0
NC	004	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	44,560	.35	156
NC	012	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	16.82	0
NC	012	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	41,103	4.89	2,010
NC	012	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.89	0
NC	012	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	IF ANY	6.61	0
NC	012	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	IF ANY	5.82	0
NC	012	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	92,482	3.47	3,209

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT006501

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NC	012	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	16,441	.35	58
NC	034	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	16.82	0
NC	034	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	3.47	0
NC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	4,196
NC		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	4,740
NC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			108,022
NC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	63,733
				TOTAL ESTIMATED STANDARD PREMIUM			63,733
NC		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	58,112-
NC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NC		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			5,621
				TOTAL ESTIMATED COST			5,621

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00502

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.86	0
NM	011	3726		BOILER INSTALLATION OR REPAIR 08/31/01 TO 08/31/02	838,500	8.31	69,679
NM	011	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	12,331	12.48	1,539
NM	011	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	657,647	4.98	32,751
NM	011	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	534,338	2.95	15,763
NM	011	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	102,757	8.91	9,156
NM	011	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	20.58	0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC NGMT000503

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	011	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	2,055	5.36	110
NM	011	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	226,066	10.09	22,810
NM	011	5445		SHEET ROCK INSTALLATION--WITHIN--BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	411	5.24	22
NM	011	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	1,644	6.49	107
NM	011	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS 08/31/01 TO 08/31/02	123,309	8.98	11,073
NM	011	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,315,294	1.59	20,913
NM	011	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	127,419	4.51	5,747
NM	011	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	51,379	4.34	2,230
NM	011	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	275,390	.33	909
NM	019	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	89,404	3.68	3,290
NM	019	3365		WELDING OR CUTTING NOC & DRIVERS 08/31/01 TO 08/31/02	6,840	8.59	588

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC IMGT00564

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	209	34.80	73
NM	019	5102		DOOR, ERECTION 08/31/01 TO 08/31/02	907	10.78	98
NM	019	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	628	4.98	31
NM	019	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	20,728	8.91	1,847
NM	019	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	330,676	9.01	29,794
NM	019	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.81	0
NM	019	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	2,582	10.09	261
NM	019	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	855,653	10.84	92,753
NM	019	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	IF ANY	4.79	0
NM	019	5508		STREET OR ROAD CONSTRUCTION: ROCK EXCAVATION & D 08/31/01 TO 08/31/02	14,377	5.28	759
NM	019	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	178,877	1.59	2,844

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00505

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	019	6003		PILE DRIVING 08/31/01 TO 08/31/02	698	14.23	99
NM	019	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	181,250	4.51	8,174
NM	019	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS 08/31/01 TO 08/31/02	3,071	7.95	244
NM	019	6319		WATER MAIN OR CONNECTION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.95	0
NM	019	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	5,165	4.34	224
NM	019	8601		ARCHITECT OR ENGINEER-CONSULTING 08/31/01 TO 08/31/02	21,566	.70	151
NM	019	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	46,272	.33	153
NM	035	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.98	0
NM	035	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	2.95	0
NM	035	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.59	0
NM	035	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.51	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00606

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	035	7421		AIRCRAFT OR HELICOPTER OPERATION: TRANSPORTATION OF PERSONNEL FLYING CREW 08/31/01 TO 08/31/02	IF ANY	1.25	0
NM	035	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.34	0
NM	035	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.33	0
NM	042	1624		QUARRY NOC & D 08/31/01 TO 08/31/02	IF ANY	3.68	0
NM	042	5040		IRON OR STEEL: ERECTION--BRIDGE 08/31/01 TO 08/31/02	IF ANY	34.80	0
NM	042	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	12.48	0
NM	042	5102		IRON OR STEEL ERECTION: IRON, BRASS OR BRONZE- DECORATIVE OR ARTISTIC 08/31/01 TO 08/31/02	IF ANY	10.78	0
NM	042	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.98	0
NM	042	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	8.91	0
NM	042	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	9.01	0
NM	042	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	10.09	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00507

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 6

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NM	042	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.59	0
NM	042	6003		PILE DRIVING & D 08/31/01 TO 08/31/02	IF ANY	14.23	0
NM	042	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.51	0
NM	042	6306		SEWER CONSTRUCTION--ALL OPERATIONS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.95	0
NM	042	6319		WATER MAIN OR CONNECTION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.95	0
NM		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	14,370
NM		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
NM				TOTAL PREMIUM SUBJECT TO THE EXP MOD			348,562
NM		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	205,652
				TOTAL ESTIMATED STANDARD PREMIUM			205,652
NM		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	187,513-
NM		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NM		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			18,139
NM				NEW MEXICO FILING FEE			0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00598

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 7

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST			18,139

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00509

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV	048	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	IF ANY	8.63	0
NV	048	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	12.01	0
NV	049	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	8.28	0
NV		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
NV		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
NV				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NV		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000510

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NV		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
NV		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
NV		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00511

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY	047	5606		CONTRACTOR--EXECUTIVE SUPERVISOR 08/31/01 TO 08/31/02			
				COMMERCIAL LIMITED	IF ANY	5.95	0
				TERR 1 DIFF		.320	0
NY		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
NY				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
NY		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				OTHER PREMIUM CHARGES:			
NY		9046		CONTRACTING CLASS PREMIUM CREDIT 08/31/01 TO 08/31/02		.00	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
NY		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
NY		0063		PREMIUM DISCOUNT, IF APPLICABLE			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT06512

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
NY		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0
NY				NEW YORK STATE ASSESSMENT		.00%	0
				TOTAL ESTIMATED COST			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00513

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	41,103	10.70	4,398
OK	013	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.42	0
OK	013	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.11	0
OK	013	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	6,165	7.70	475
OK	013	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	2,055	13.50	277
OK	013	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	28.76	0
OK	013	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.79	0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGNT00514

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	013	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	16,441	2.92	480
OK	013	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	8,221	.56	46
OK	020	5040		IRON OR STEEL: ERECTION--FRAME STRUCTURES 08/31/01 TO 08/31/02	9,841	38.92	3,830
OK	020	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	32,663	21.21	6,928
OK	020	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	45.18	0
OK	020	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	25,963	10.79	2,801
OK	020	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	1,186	2.92	35
OK	020	6003		PILE DRIVING 08/31/01 TO 08/31/02	1,396	20.43	285
OK	020	6217		EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	1,047	12.94	135
OK	020	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	209	.56	1
OK	036	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	10.70	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00515

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK	036	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.42	0
OK	036	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.11	0
OK	036	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.70	0
OK	036	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	13.50	0
OK	036	5221		PAVING OR REPAVING--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	8.79	0
OK	036	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.92	0
OK	036	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.56	0
OK		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	847
OK		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
OK				TOTAL PREMIUM SUBJECT TO THE EXP MOD			20,538
OK		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	12,117
				TOTAL ESTIMATED STANDARD PREMIUM			12,117
OK		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	11,048-

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A, Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGM1000515

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OK		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
OK		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,069
				TOTAL ESTIMATED COST			1,069

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00517

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OR	050	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.06	0
OR		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	0
OR		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
OR				TOTAL PREMIUM SUBJECT TO THE EXP MOD			0
OR		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	0
				TOTAL ESTIMATED STANDARD PREMIUM			0
OR		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	0
OR		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
OR		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00518

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
OR				WC PREMIUM ASSESSMENT		.00%	0
				TOTAL ESTIMATED COST			0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00519

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	3,312	7.15	237
SC	005	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	5.67	0
SC	005	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	26,347	17.28	4,553
SC	005	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	137,703	12.94	17,819
SC	005	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	31.06	0
SC	005	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,275	14.05	601
SC	005	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	2.60	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00520

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
SC	005	6003		PILE DRIVING 08/31/01 TO 08/31/02	27,386	12.16	3,330
SC	005	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	6,894	6.08	419
SC	005	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.60	0
SC	005	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	IF ANY	.60	0
SC	005	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	13,058	.22	29
SC	045	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	IF ANY	5.67	0
SC	045	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.22	0
SC		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,160
SC		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	0
SC				TOTAL PREMIUM SUBJECT TO THE EXP MOD			28,148
SC		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	16,607
				TOTAL ESTIMATED STANDARD PREMIUM			16,607
SC		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	15,142-
SC		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
SC		0900		EXPENSE CONSTANT, WHEN APPLICABLE			230

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00521

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION	OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED PREMIUM				1,695
				TOTAL ESTIMATED COST				1,695

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00522

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	3724		MILLWRIGHT WORK NOC-OUTSIDE- & DRIVERS 08/31/01 TO 08/31/02	18,085	3.60	651
TX	014	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	11.74	0
TX	014	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	1,233	4.70	58
TX	014	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	411	4.55	19
TX	014	5213		CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	411	9.65	40
TX	014	5213	F	CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	18.14	0
TX	014	5403		CARPENTRY NOC & DRIVERS 08/31/01 TO 08/31/02	2,055	8.33	171

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00523

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	014	5474		PAINTING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.00	0
TX	014	5538		SHEET METAL WORK OUTSIDE- NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.92	0
TX	014	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	3,288	1.86	61
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS 08/31/01 TO 08/31/02	11,509	7.32	842
TX	014	6306		CAISSON WORK-ALL OPERATIONS TO COMPLETION-& DRIVERS 08/31/01 TO 08/31/02	11,509	7.32	842
TX	014	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	2,055	.29	6
TX	037	3724		MILLWRIGHT WORK NOC-OUTSIDE- & DRIVERS 08/31/01 TO 08/31/02	IF ANY	3.60	0
TX	037	5057		IRON OR STEEL:ERECTION: NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	11.74	0
TX	037	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.70	0
TX	037	5190		ELECTRICAL WIRING & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.55	0
TX	037	5213		CONCRETE CONSTRUCTION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.65	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00524

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
TX	037	5538		SHEET METAL WORK OUTSIDE-NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	7.92	0
TX	037	5606		CONTRACTOR-EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.86	0
TX	037	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.29	0
TX		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	116
TX		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
TX				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,806
TX		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	1,656
				OTHER PREMIUM CHARGES:			
TX		0993		MIN PREM FOR USLH COVERAGE 08/31/01 TO 08/31/02			10
				TOTAL ESTIMATED STANDARD PREMIUM			1,666
TX		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	1,510-
TX		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
TX		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			156
TX				PREM SUBJ TO TX MAINT TAX SURCHG ASSESSMENT			1,656
TX		9998		TX MAINTENANCE TAX SURCHARGE ASSESSMENT		.00%	0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00525

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION	OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
				TOTAL ESTIMATED COST				156

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00526

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	8,221	5.77	474
UT	015	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	78,096	24.73	19,313
UT	015	5057	F	IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	56.88	0
UT	015	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	82,206	4.18	3,436
UT	015	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	82,206	4.37	3,592
UT	015	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	8,221	9.92	816
UT	015	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	822	6.46	53

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00527

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	015	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	9.18	0
UT	015	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	822	10.64	87
UT	015	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	6,165	9.14	563
UT	015	5538		SHEET METAL WORK--SHOP AND OUTSIDE--NOC & DRIVERS 08/31/01 TO 08/31/02	4,110	6.65	273
UT	015	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	212,091	1.64	3,478
UT	015	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.32	0
UT	015	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	30,827	.22	68
UT	021	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	768	4.18	32
UT	021	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	1,256	9.92	125
UT	021	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	10.64	0
UT	021	5516		STREET CONSTR OR RECONSTR BY OTHERS THAN STATE, COUNTY MUNICIPALITY & D 08/31/01 TO 08/31/02	140	7.12	10
UT	021	6003		PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	15.70	0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00528

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	021	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	4.47	0
UT	021	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	558	.22	1
UT	038	3724		MILLWRIGHT WORK NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	5.77	0
UT	038	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	IF ANY	24.73	0
UT	038	5183		PLUMBING NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.18	0
UT	038	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS 08/31/01 TO 08/31/02	IF ANY	4.37	0
UT	038	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	9.92	0
UT	038	5221		CONCRETE OR CEMENT WORK-- FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.46	0
UT	038	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	IF ANY	9.14	0
UT	038	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	IF ANY	1.64	0
UT	038	6217		EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	9.32	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00529

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
UT	038	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	IF ANY	.22	0
UT		9837		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	1,390
UT		9840		PREMIUM FOR ADMIRALTY LIMITS - 08/31/01 TO 08/31/02	$1,000,000	4.16	0
UT				TOTAL PREMIUM SUBJECT TO THE EXP MOD			33,711
UT		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	19,889
				TOTAL ESTIMATED STANDARD PREMIUM			19,889
UT		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	18,135-
UT		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
UT		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			1,754
				TOTAL ESTIMATED COST			1,754

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT000530

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**
EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****SCHEDULE OF OPERATIONS****

SCHEDULE PAGE 1

ITEM 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	3030		IRON OR STEEL: IRON OR STEEL WORKS--SHOP-- STRUCTURAL & D 08/31/01 TO 08/31/02	IF ANY	7.16	0
VA	001	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	166,656	5.54	9,233
VA	001	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	474,374	20.18	95,729
VA	001	5183		PLUMBING NOC & D 08/31/01 TO 08/31/02	205,134	4.89	10,031
VA	001	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	833,316	8.50	70,832
VA	001	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0
VA	001	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00531

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 2

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	3,089,755	10.22	315,773
VA	001	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0
VA	001	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0
VA	001	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	179,471	7.59	13,622
VA	001	5403	F	CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	15.26	0
VA	001	5403	F	CARPENTRY NOC 08/31/01 TO 08/31/02	IF ANY	15.26	0
VA	001	6003		PILE DRIVING 08/31/01 TO 08/31/02	500,003	16.13	80,650
VA	001	6003	F	PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	32.42	0
VA	001	6003	F	PILE DRIVING 08/31/01 TO 08/31/02	IF ANY	32.42	0
VA	001	6217		EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	217,948	6.12	13,338
VA	001	6217	F	EXCAVATION & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.30	0
VA	001	6217	F	EXCAVATION NOC & DRIVERS 08/31/01 TO 08/31/02	IF ANY	12.30	0
VA	001	6252		CAISSON WORK--NOT PNEUMATIC--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	24.15	0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00532

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 3

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	001	6252	F	CAISSON WORK--ALL OPERATIONS 08/31/01 TO 08/31/02	IF ANY	48.54	0
VA	001	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	410,268	10.00	41,027
VA	001	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	IF ANY	20.15	0
VA	001	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0
VA	001	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0
VA	001	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	1,384,611	3.17	43,892
VA	001	8742		SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSIDE 08/31/01 TO 08/31/02	833,316	.39	3,250
VA	001	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	4,525,624	.16	7,241
VA	016	3724		MILLWRIGHT WORK NOC & D 08/31/01 TO 08/31/02	4,110	5.54	228

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00535

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 4

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	016	5057		IRON OR STEEL: ERECTION NOC 08/31/01 TO 08/31/02	20,551	20.18	4,147
VA	016	5183		PLUMBING NOC & D 08/31/01 TO 08/31/02	41,103	4.89	2,010
VA	016	5190		ELECTRICAL WIRING-WITHIN BUILDINGS & D 08/31/01 TO 08/31/02	20,551	3.03	623
VA	016	5213		CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	4,110	8.50	349
VA	016	5213	F	CONCRETE CONSTR NOC 08/31/01 TO 08/31/02	IF ANY	17.09	0
VA	016	5221		CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS 08/31/01 TO 08/31/02	4,110	4.10	169
VA	016	5403		CARPENTRY NOC 08/31/01 TO 08/31/02	4,110	7.59	312
VA	016	5474		PAINTING OR PAPER HANGING NOC & D 08/31/01 TO 08/31/02	4,110	7.07	291
VA	016	5606		CONTRACTOR--EXECUTIVE SUPERVISOR CONSTRUCTION SUPERINTENDENT 08/31/01 TO 08/31/02	32,882	2.54	835
VA	016	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	8,221	.16	13
VA	022	5222		CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	10.22	0

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00534

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 5

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	022	5222	F	CONCRETE CONSTR BRIDGES OR CULVERTS 08/31/01 TO 08/31/02	IF ANY	20.54	0
VA	022	5506		STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & D 08/31/01 TO 08/31/02	2,500,669	6.23	155,792
VA	022	5507		STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & D 08/31/01 TO 08/31/02	IF ANY	6.31	0
VA	022	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	3.17	0
VA	022	8227		CONSTRUCTION OR ERECTION PERMANENT YARD 08/31/01 TO 08/31/02	IF ANY	3.17	0
VA	022	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	255,331	.16	409
VA	023	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	9,321,000	6.15	573,242
VA	023	7046	M	VESSELS-NOT SELF-PROPELLED COVERAGE UNDER ADMIRALTY LAW: PROGRAM I 08/31/01 TO 08/31/02	IF ANY	10.00	0
VA	023	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	33,500	20.15	6,750
VA	023	7855		RAILROAD CONSTRUCTION: LAYING OR RELAYING OF TRACK OR MAINTENANCE OF WAY BY CONTRACTOR-NO WORK ON ELEVATED RAILROADS-& DRIVERS 08/31/01 TO 08/31/02	IF ANY	6.67	0

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00535

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF OPERATIONS(Cont.) SCHEDULE PAGE 6

ST	LOC	CODE NO	TYP RSK	CLASSIFICATION OF OPERATIONS	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
VA	023	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,645,500	.16	2,633
VA	046	4034		CONCRETE PRODUCTS MFG & D 08/31/01 TO 08/31/02	6,058,215	6.15	372,580
VA	046	7309	F	STEVEDORING: NOC 08/31/01 TO 08/31/02	21,883	20.15	4,409
VA	046	8810		CLERICAL OFFICE EMPLOYEES NOC 08/31/01 TO 08/31/02	1,069,901	.16	1,712
VA		9816		PREMIUM FOR INCREASED LIMITS PART TWO 08/31/01 TO 08/31/02		4.300%	76,974
VA		9840		PREMIUM FOR ADMIRALTY LIMITS - $1,000,000 08/31/01 TO 08/31/02		4.16	129,645
VA				TOTAL PREMIUM SUBJECT TO THE EXP MOD			2,037,741
VA		9898		PREM MODIFIED 08/31/01 TO REFLECT EXP MOD OF 08/31/01 TO 08/31/02		.5900	1,202,267
				TOTAL ESTIMATED STANDARD PREMIUM			1,202,267
VA		9663		DEDUCTIBLE FACTOR AND PREMIUM CREDIT 08/31/01 TO 08/31/02		.08820	1,096,227-
VA		0063		PREMIUM DISCOUNT, IF APPLICABLE			0
VA		0900		EXPENSE CONSTANT, IF APPLICABLE			0
				TOTAL ESTIMATED PREMIUM			106,040
				TOTAL ESTIMATED COST			106,040

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00535

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

****PREMIUM ADJUSTMENT SCHEDULE****

SCHEDULE PAGE 1

STATE	CODE NO.	DESCRIPTION OF CHANGE	PREMIUM
VA	0987	FLAT CHARGE FOR FOREIGN COVERAGE	$0.
		TOTAL PREMIUM ADJUSTMENT	$0.

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00537

The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED **EXTENSION OF INFORMATION PAGE**

EFF. 08/31/01 SUPERSEDES ANY PREV. DECLARATIONS W/ SAME # FOR THIS POL. PERIOD

POLICY NUMBER	from POLICY PERIOD to		PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

ENDORSEMENT SCHEDULE

SCHEDULE PAGE 1

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	PN000000	Notice	08/31/01
	WC000101A	Defense Base Act Coverage Endorsement	08/31/01
	WC000104	Federal Employers' Liability Act Coverage Endorsement	08/31/01
	WC000106A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
	WC000109A	Outer Continental Shelf Lands Act Coverage Endorsement	08/31/01
	WC000201A	Maritime Coverage Endorsement	08/31/01
	WC000302	Designated Workplaces Exclusion Endorsement	08/31/01
	WC000303B	Employers Liability Coverage Endorsement	08/31/01
	WC000311	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000311A	Voluntary Compensation And Employers Liability Coverage	08/31/01
	WC000313	Waiver Of Our Right To Recover From Others Endorsement	08/31/01
	WC000404	Pending Rate Change Endorsement	08/31/01
	WC000407	Rate Change Endorsement	08/31/01
	WC000414	Notification Of Change In Ownership Endorsement	08/31/01
	WC000419	Premium Due Date Endorsement	08/31/01
	WC020601	Arizona Cancellation Endorsement	08/31/01
*	WC040101A	Longshore And Harbor Workers Compensation Act Coverage	08/31/01
*	WC040301A	Policy Amendatory Endorsement - California	08/31/01
*	WC040305	California Voluntary Compensation And Employers Liability	08/31/01
*	WC040306	California Waiver Of Our Right To Recover From Others	08/31/01
*	WC040310	Duty To Defend - California	08/31/01
*	WC040360A	Employers' Liability Coverage Amendatory Endorsement -	08/31/01
*	WC040407	Premium Adjustment Endorsement - California	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT0005538

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 2

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
*	WC040601A	California Cancelation Endorsement	08/31/01
*	WC990316	California Loss Reimbursement Amendatory Endorsement	08/31/01
	WC050402	Colorado Classification Endorsement	08/31/01
	WC050403	Colorado Premium Credit For Certified Risk Management	08/31/01
	WC990301	Colorado Operations Endorsement	08/31/01
	WC080601	District Of Columbia Cancelation Endorsement	08/31/01
	WC090606	Florida Employment And Wage Information Release Endorseme	08/31/01
	WC100601A	Georgia Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC150401	Kansas Final Premium Endorsement	08/31/01
	WC150601A	Kansas Nonrenewal and Cancellation Endorsement	08/31/01
	WC160601	Kentucky Cancelation And Nonrenewal Endorsement	08/31/01
	WC160602	Kentucky Notice Of Appeal Rights Endorsement	08/31/01
	WC180406A	Maine Notice Of Surcharge Endorsement	08/31/01
	WC180407	Maine Anniversary Modification Rating Date Endorsement	08/31/01
	WC180601	Maine Inspection Immunity Endorsement (Title 14 Maine	08/31/01
	WC180603A	Maine Cancelation And Nonrenewal Endorsement	08/31/01
	WC180604	Maine Final Premium Audit Endorsement	08/31/01
	WC180606	Maine Notice Of Filing Of First Reports Of Injury Within	08/31/01
	WC190601B	Maryland Cancelation Endorsement	08/31/01
	WC240406B	Missouri Employer Paid Medical Endorsement	08/31/01
	WC240601B	Missouri Cancelation And Nonrenewal Endorsement	08/31/01
	WC240602A	Missouri Property & Casualty Guaranty Association	08/31/01
	WC240604	Missouri Amendatory Endorsement	08/31/01
	WC990319A	Missouri Loss Reimbursement Amendatory Endorsement	08/31/01
	WC250304	Montana Employers Liability Coverage Endorsement	08/31/01
	WC250601	Montana Cancelation And Nonrenewal Endorsement	08/31/01
	WC250602	Montana Safety Endorsement	08/31/01
	WC270601	Nevada Cancellation And Nonrenewal Endorsement	08/31/01
	WC300301	New Mexico Safety Device Coverage Endorsement	08/31/01
	WC300601	New Mexico Cancellation And Nonrenewal Endorsement	08/31/01
	WC310308	New York Limit Of Liability Endorsement	08/31/01
	WC310319A	New York Construction Classification Premium Adjustment	08/31/01
	WC310404	New York Pending Payroll Limitation And Premium Different	08/31/01
	WC310617	New York Foreign Voluntary Compensation And Employers	08/31/01
	WC990321	New York Loss Reimbursement Amendatory Endorsement	08/31/01
	WC320301A	North Carolina Amended Coverage Endorsement	08/31/01
	WC340301B	Ohio Employers Liability Coverage Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

WC 00 00 01A

INSURED COPY
ISSUE DATE 12/23/02

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MBMT000539

The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

AMENDED **EXTENSION OF INFORMATION PAGE**

ENDORSEMENT SCHEDULE (Cont.) SCHEDULE PAGE 3

STATE	NUMBER	DESCRIPTION	EFFECTIVE DATE
	WC350405	Oklahoma Loss Cost And Rate Change Notice Endorsement	08/31/01
	WC350601C	Oklahoma Cancelation, Nonrenewal And Change Endorsement	08/31/01
	WC360301	Oregon Unsafe Equipment Exclusion Endorsement	08/31/01
	WC360601D	Oregon Cancelation Endorsement	08/31/01
	WC990313	Oregon Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC420301F	Texas Amendatory Endorsement	08/31/01
	WC420304A	Texas Waiver Of Our Right To Recover From Others Endorsem	08/31/01
	WC990342	Texas Loss Reimbursement Amendatory Endorsement	08/31/01
	WC430601	Utah Workplace Safety Program Endorsement	08/31/01
	WC450602	Virginia Amendatory Endorsement	08/31/01
	WC990343	Virginia Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC890406	Policy Information Page Endorsement	08/31/01
	WC890608	Policy Information Page Endorsement	08/31/01
	WC890611	Policy Information Page Endorsement	08/31/01
	WC890619	Policy Information Page Endorsement	08/31/01
*	WC990302A	Foreign Coverage Endorsement	08/31/01
	WC990304A	Deductible Reimbursement Endorsement	08/31/01
	WC990304B	Deductible Reimbursement Endorsement	08/31/01
*	WC990304C	Loss Reimbursement Endorsement	08/31/01
	WC990308B	Deductible Reimbursement Amendatory Endorsement	08/31/01
	WC990403E	Special Fund Assessment Endorsement - Kentucky	08/31/01
	WC990619	Cancelation Endorsement	08/31/01

* THESE FORMS APPLY TO THE STATE OF CALIFORNIA

3139 Rev 1-89 Printed In U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00540

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

Copyright 1983, 1991 National Council on Compensation Insurance

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AZ	75.0
CO	259.0
FL	298.0
GA	135.0
KS	167.0
NC	99.0
NM	131.0
OK	113.0
SC	140.0
TX	88.0
UT	130.0
VA	101.0

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

Copyright 1983, 1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT00542

WC 36 03 01

OREGON UNSAFE EQUIPMENT EXCLUSION ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

Part Two (Employers Liability Insurance) does not cover bodily injury arising out of your failure to comply with a notice posted pursuant to ORS 654.082 of the Oregon Safe Employment Act or any amendment to that Act.

Copyright 1983 National Council on Compensation Insurance.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 36 06 01 D

OREGON CANCELATION ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

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

The **Cancelation** Condition of the policy is replaced by this Condition.

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. Your notice must be given at least 30 days before the cancelation is to take effect unless you provide for other insurance or are becoming a self-insured employer. If you provide for other insurance or self-insurance, your cancelation of coverage will take effect upon the effective date of that insurance.

2. We may cancel this policy. We will mail to you and to the Director of the Department of Consumer and Business Services advance written notice stating when the cancelation is to take effect. If we cancel based on our decision not to offer insurance to all employers within your premium category, we will mail the notice of cancelation at least 90 days before the cancelation is to take effect. If we cancel for other reasons, we will mail the notice of cancellation at least 30 days before the cancelation is to take effect.

3. Mailing the notice to you at your last known mailing address will be sufficient to prove notice.

4. The policy period will end on the day and hour stated in the cancelation notice.

5. When coverage is placed with another carrier as of the policy expiration date, a rejected renewal policy shall be withdrawn without charge, provided notice of nonrenewal is mailed and postmarked on or before the expiration date and is received from the insured by the insurer no later than 10 calendar days after said expiration date.

© 1996 - 1999 National Council on Compensation Insurance, Inc.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 13

OREGON DEDUCTIBLE REIMBURSEMENT AMENDATORY ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

This endorsement applies only to the insurance provided by the policy because the DEDUCTIBLE REIMBURSEMENT ENDORSEMENT applies in Oregon.

CLAIMS REPORTING AND PAYMENT

A. You must report all claims to us within 10 days of the date you have knowledge of them. We will administer all claims and make any payments for them.

CANCELATION

The Cancelation Condition of the policy and the OREGON CANCELATION ENDORSEMENT are replaced by this Condition.

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. Your notice must be given at least 30 days before the cancelation is to take effect unless you provide for other insurance or are becoming a self-insured employer. If you provide for other insurance or self-insurance, your cancelation will take effect upon the effective date of that insurance.

2. We may cancel this policy. We will mail to you and to the Director of the Department of Insurance and Finance advance written notice stating when the cancelation is to take effect.

   a. If the DEDUCTIBLE REIMBURSEMENT ENDORSEMENT is attached to your policy, and on three separate claims you knew about the claim but did not report it to us within ten days of the date you knew about the claim, we will mail the notice of cancelation 10 days before the cancelation is to take effect.

   b. If the DEDUCTIBLE REIMBURSEMENT ENDORSEMENT is attached to your policy, and on any occasion you make a direct payment of a claim cost, we will mail the notice of cancelation 10 days before the cancelation is to take effect.

   c. If we cancel for any other reason, we will mail the notice of cancelation at least 30 days before the cancelation is to take effect.

3. Mailing notice to you at your last known mailing address will be sufficient to prove notice.

4. The policy period will end on the day and hour stated in the cancelation notice.

TRAVELERS DOC MGMT00545

WORKERS COMPENSTAION PREMIUM ASSESSMENT

The basis for the Workers Compensation Premium Assessment is the premium before any large deductible premium credit.

PREMIUM CREDIT CHANGES

The large deductible premium credit shown in the Oregon Schedule of Operations is an estimate. The final credit amount will be adjusted after the premium audit, based on actual premium or exposures, or after any retrospective rating premium adjustments.

DSF-WC990313 Ed. 10-95 Printed in U.S.A

TRAVELERS DOC MGMT00545

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 04 06

POLICY INFORMATION PAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy effective date 08/31/01 Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

The experience modification is changed to read:
.5900 FOR THE STATE(S) OF:
OR

All other terms and conditions of this policy remain unchanged.

© 1987 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00547

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 06 08

POLICY INFORMATION PAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy effective date 08/31/01 Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

The change in workplace of insured is changed to read:

THE FOLLOWING LOCATION(S) HAS (HAVE) BEEN ADDED TO YOUR WORKERS COMPENSATION POLICY:

050 *
SALEM OR 97301

All other terms and conditions of this policy remain unchanged.

© 1987 National Council on Compensation Insurance, Inc.

TRAVELERS DOC MGMT00549

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 06 11

POLICY INFORMATION PAGE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparatio n of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued to TIDEWATER SKANSKA GROUP INC.
Policy effective date 08/31/01 Policy expiration date 08/31/02 Premium (If any)

Authorized Representative

Item 3.A. States is changed to read:
AL,AZ,CA,CO,DC,FL,GA,ID,KS,KY,MD,ME,MO,MT,NC,NM,NV,NY,OK,OR,SC,TX
UT,VA

All other terms and conditions of this policy remain unchanged.

© 1987 National Council on Compensation Insurance, Inc.

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 04 A

DEDUCTIBLE REIMBURSEMENT ENDORSEMENT

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

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

This endorsement, effective on 08/31/01 (Date) at 12:01 A.M. standard time, forms a part of

Policy No. WVK2900560 Endorsement No.

of the ST. PAUL FIRE & MARINE INSURANCE COMPANY (Name of Insurance Company) NCCI Carrier Code 13706

issued to: TIDEWATER SKANSKA GROUP INC.

Policy Expiration Date: 08/31/02

Premium (if any) $

Authorized Representative

This deductible reimbursement endorsement applies between you and us. It does not affect or alter the rights of others under the policy. We will continue to pay all amounts required under the terms of the policy. Under this endorsement, you agree to reimburse us for a portion of those amounts. The amounts that you agree to reimburse us are detailed in this endorsement.

Coverage	**Deductible Amount; Basis**
Bodily Injury By Accident	$
Bodily Injury By Disease	$
☐ Other	$
All Covered Claims and Occurrences in the Aggregate	The aggregate deductible amount is equal to % of Total Workers Compensation Payroll. Based on an estimated Total Workers Compensation Payroll your estimated aggregate deductible amount is $

Rev. 3-92 © St. Paul Fire and Marine Insurance Company, 1990

TRAVELERS DOC MGMT00550

How This Deductible Applies In Each Occurrence And Each Claim

You agree to reimburse us up to the applicable amount shown under the deductible amount, the sum of:

- all benefits required of you by the workers compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement);
- all amounts we legally must pay as damages; and
- all "allocated loss adjustment expense" as part of any claim or suit we defend;

that results from bodily injury by accident to your employees arising out of any one "occurrence", and bodily injury by disease to your employee arising out of any one "claim." However, the most that you'll be responsible for are the amounts shown under the deductible amount.

You will not reimburse us any amounts of benefits, damages and "allocated loss adjustment expense" that exceed the applicable deductible amount shown under the deductible amount.

We will pay in advance on your behalf part or all of the deductible amount to settle any claim, proceeding or suit, as required by law or at our option. You will reimburse us for any amount(s) we have so advanced as soon as we notify you that we have advanced payment.

Policy Period Aggregate

The amount shown above as "aggregate", is the most you must reimburse us for the sum of all benefits, damages, and "allocated loss adjustment expense", because of bodily injury by accident and bodily injury by disease for each policy period. The aggregate deductible is shown as a percent of Total Workers Compensation payroll and is only an estimate. This amount will be finalized when your final audited Workers Compensation payroll is determined.

How The Deductible Affects Your Limits of Liability

For Employers Liability insurance provided by this policy, there are limits of liability applicable to "each employee," "each accident," and "policy." These limits of liability are neither increased nor decreased by the inclusion of this deductible endorsement.

Allocated loss adjustment expense provided by the policy is in addition to the Employers Liability limits of liability. This too is neither increased nor decreased by the inclusion of this deductible endorsement.

We'll consider all damages due to bodily injury by accident or bodily injury by disease to have been paid or to be payable before "allocated loss adjustment expense" has been paid or is payable.

Definitions

Allocated loss adjustment expense means claim adjustment expense directly allocated by us to a particular claim. These include, but aren't limited to, attorneys' fees for claims in suit, court and other specific items of expense such as medical examination, expert medical or other testimony, laboratory and x-ray, autopsy, stenographic, witnesses and summonses, and copies of documents.

Claim means a written demand you receive for:

- benefits required of you by the workers compensation law; or
- damages covered by this policy.

Rev. 3-92 ® St. Paul Fire and Marine Insurance Company, 1990

TRAVELERS DOC MGMT00551

This includes a filing by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

We'll consider all claims for benefits or damages because of bodily injury by the same or related diseases to any one person as one claim when we determine how the deductible amounts apply.

Occurrence means a single accident which results in bodily injury to one or more of your employees.

Recovering From Others

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

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

Cancellation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so, we may, at our option, cancel either this endorsement or this policy for nonpayment by mailing or delivering to you not less than ten days written notice stating the day and hour the cancellation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.

Your Duties

The first Named Insured in the Declarations agrees and is authorized to pay all deductible amounts on behalf of all Named Insureds and to reimburse us for any such amounts that we advance.

Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

Other Terms

All other terms of your policy remain the same.

Rev. 3-92 © St. Paul Fire and Marine Insurance Company, 1990

TRAVELERS DOC MGMT00552

Schedule

States Applicable:

Premium Basis

Total Premium Subject to Experience Modification

Estimated Exp Mod Modified Premium

Estimated Annual Standard Premium

Expense Constant

Deductible Credit

Total Estimated Premium

Deposit Amount Due

Rev. 3-92 © St. Paul Fire and Marine Insurance Company, 1990

TRAVELERS DOC MGMT00553

The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 04 B

DEDUCTIBLE REIMBURSEMENT ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/31/01 at 12:01 A.M. standard time, forms a part of Policy No. WVK2900560
Endorsement Number of the ST. PAUL FIRE & MARINE INSURANCE COMPANY
NCCI Carrier Code 13706 Issued To TIDEWATER SKANSKA GROUP INC.
Policy expiration date 08/31/02 Premium (if any)

Authorized Representative

General Provisions

This deductible reimbursement endorsement applies between you and us. It does not affect or alter the rights of others under the policy. We will continue to pay all amounts required under the terms of the policy. Under this endorsement, you agree to reimburse us for a portion of those amounts. The amounts that you agree to reimburse us are detailed in this endorsement.

Coverage	Deductible Amount; Basis
Bodily Injury By Accident	$ each occurrence
Bodily Injury By Disease	$ each claim
☐ Other	$ each occurrence
All Covered Claims and Occurrences in the Aggregate	The aggregate deductible amount is equal to % of Total Workers Compensation Payroll. Based on an estimated Total Workers Compensation Payroll your estimated aggregate deductible amount is $

How This Deductible Applies In Each Occurrence And Each Claim

You agree to reimburse us up to the applicable amount shown under the deductible amount, the sum of:

•all benefits required of you by the workers compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement);

•all amounts we legally must pay as damages; and

•all "allocated loss adjustment expense" as part of any claim or suit we defend;

that results from bodily injury by accident to your employees arising out of any one "occurrence", and bodily injury by disease to your employee arising out of any one "claim." However, the most that you'll be responsible for are the amounts shown under the deductible amount.

TRAVELERS DOC MGMT00554

You will not reimburse us any amounts of benefits, damages and "allocated loss adjustment expense" that exceed the applicable deductible amount shown under the deductible amount.

We will pay in advance on your behalf part or all of the deductible amount to settle any claim, proceeding or suit, as required by law or at our option. You will reimburse us for any amount(s) we have so advanced as soon as we notify you that we have advanced payment.

Policy Period Aggregate

The amount shown above as "aggregate", is the most you must reimburse us for the sum of all benefits, damages, and "allocated loss adjustment expense", because of bodily injury by accident and bodily injury by disease for each policy period. The aggregate deductible is shown as a percent of Total Workers Compensation payroll and is only an estimate. This amount will be finalized when your final audited Workers Compensation payroll is determined.

How The Deductible Affects Your Limits of Liability

For Employers Liability insurance provided by this policy, there are limits of liability applicable to "each employee," "each accident," and "policy." These limits of liability are neither increased nor decreased by the inclusion of this deductible endorsement.

Allocated loss adjustment expense provided by the policy is in addition to the Employers Liability limits of liability. This too is neither increased nor decreased by the inclusion of this deductible endorsement.

We'll consider all damages due to bodily injury by accident or bodily injury by disease to have been paid or to be payable before "allocated loss adjustment expense" has been paid or is payable.

Definitions

Allocated Loss Adjustment Expense means costs incurred by a carrier which can be directly allocated to a particular claim. These costs include, but are not limited to:

a. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.

b. Court, Alternate Dispute Resolution and other specific items of expense such as:

•Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency or length of disability;
•Expert medical or other testimony;
•Autopsy:
•Witnesses and summonses;
•Copies of documents such as birth and death certificates, medical treatment records;
•Arbitration fees;
•Surveillance;
•Appeal bond costs and appeal filing fees.

c. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:

•Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropratic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;

TRAVELERS DOC MGMT00555

- •Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews;
- •Preferred provider network/organization expenses;
- •Medical fee review panel expenses.

d. Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services which are required to be performed by statute or regulation.

Claim means a written demand you receive for:
•benefits required of you by the workers compensation law; or
•damages covered by this policy.

This includes a filing by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

We'll consider all claims for benefits or damages because of bodily injury by the same or related diseases to any one person as one claim when we determine how the deductible amounts apply.

Occurrence means a single accident which results in bodily injury to one or more of your employees.

Recovering From Others

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

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

Cancellation

You must promptly reimburse us for all amounts for which you are responsible under this endorsement upon receipt of a billing from us.

If you fail to do so, we may, at our option, cancel either this endorsement or this policy for nonpayment by mailing or delivering to you not less than ten days written notice stating the day and hour the cancellation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.

Your Duties

The first Named Insured in the Declarations agrees and is authorized to pay all deductible amounts on behalf of all Named Insureds and to reimburse us for any such amounts that we advance.

Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

Other Terms

All other terms of your policy remain the same.

TRAVELERS DOC MGMT00556

Schedule

States Applicable:

Premium Basis

Total Premium Subject to Experience Modification

Estimated Exp Mod Modified Premium

Estimated Annual Standard Premium

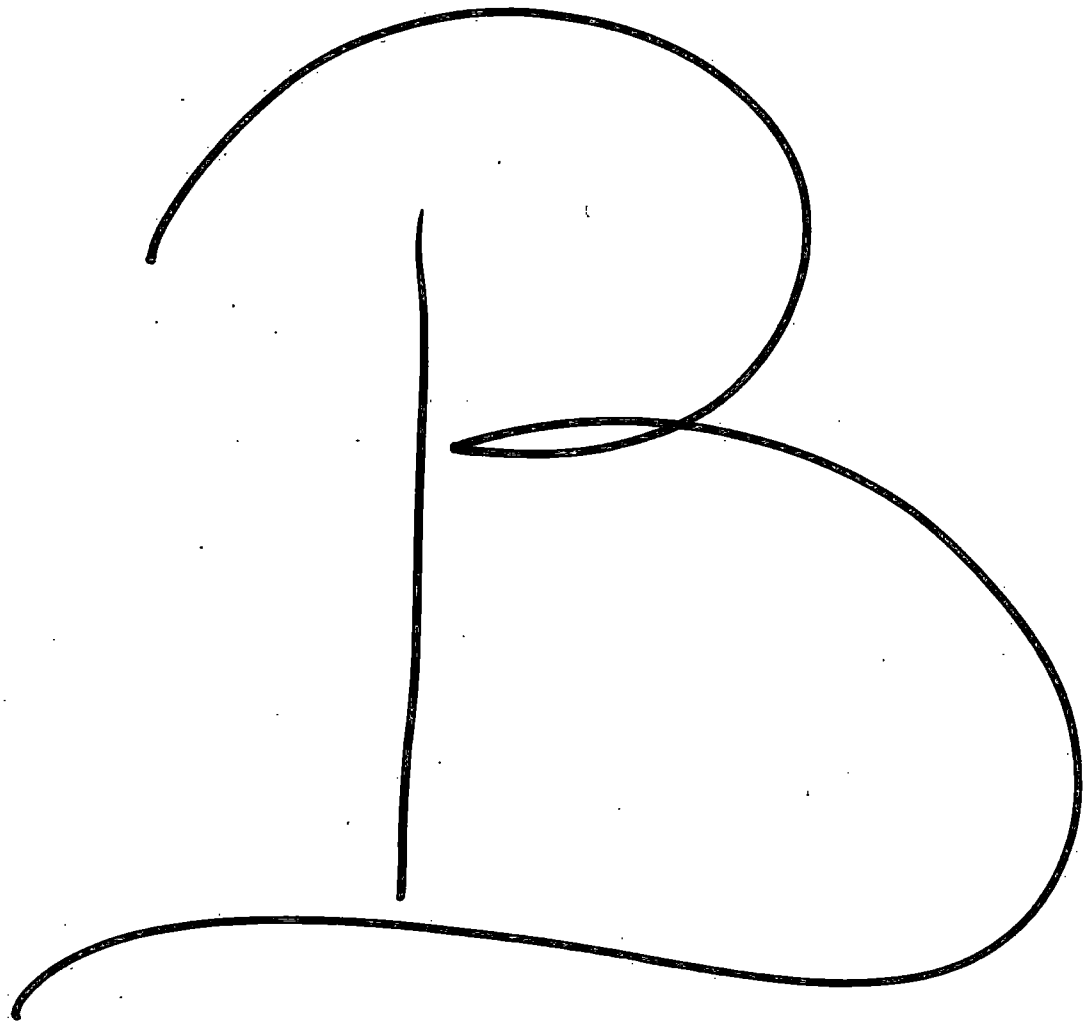
Expense Constant

Deductible Credit

Total Estimated Premium

Deposit Amount Due

TRAVELERS DOC MGMT00557



The St Paul

Insurer:
ST. PAUL FIRE AND MARINE INS CO
385 WASHINGTON ST
ST. PAUL MN 55102
NCCI COMPANY NO. 13706
NJTIN

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

POLICY NUMBER	from	POLICY PERIOD to	PREV.COVERAGE	AGENCY	A/C MO
WVK2900560	08/31/01	08/31/02	WVK2900560	3168001	08/01

NAMED INSURED AND ADDRESS
ITEM 1.
TIDEWATER SKANSKA GROUP INC.
809 SOUTH MILITARY HIGHWAY
P O BOX 57
NORFOLK VA 23501
FEIN 541889672 **Risk I.D. No.** 918143742

AGENT
ALLIED COVERAGE CORP/KCA
390 NORTH BROADWAY
JERICHO NY 11753

INSURED IS CORPORATION
OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF INFORMATION PAGE

ITEM 2. POLICY PERIOD: FROM 08/31/01 TO 08/31/02
12:01 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS.

ITEM 3. **A.** WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE:
AL,AZ,CA,CO,DC,FL,GA,ID,KS,KY,MD,ME,MO,MT,NC,NM,NV,NY,OK,SC,TX,UT,VA

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	$2,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$2,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	$2,000,000	EACH EMPLOYEE

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES LISTED HERE: ALL STATES EXCEPT THOSE DESIGNATED IN ITEM 3.A ABOVE, AND ND,OH,WA,WV,WY.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:
SEE EXTENSION OF INFORMATION PAGE FORMING PART OF THIS POLICY.

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.

CLASSIFICATION OF OPERATIONS

ST LOC	CODE NO	TYP RSK	PRM-BASIS TOT-EST ANN-REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE

TOTAL ESTIMATED TERRORISM COST

MINIMUM PREMIUM $3,404 TOTAL ESTIMATED COST $188,544
DEPOSIT $188,544

PREMIUM ADJUSTMENTS DUE TO AUDIT WILL BE MADE UPON POLICY EXPIRATION

COUNTERSIGNED THIS DAY OF

AUTHORIZED REPRESENTATIVE

OFFICE:
EDISON
METRO PARK PLAZA
ISELIN NJ 08830

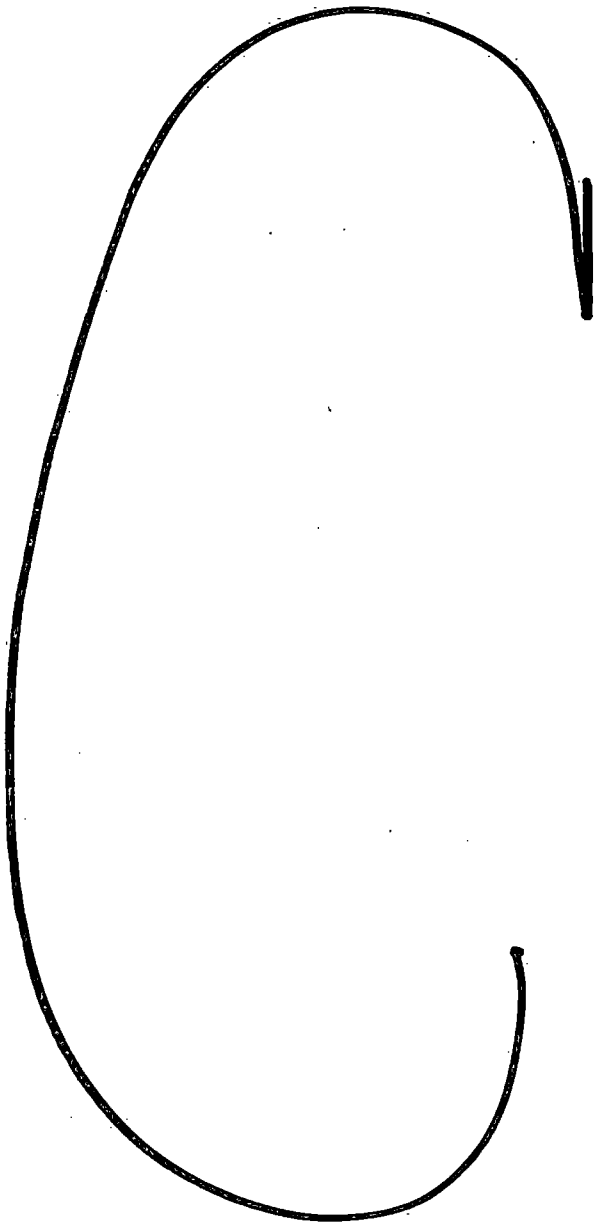
732-494-3800

WC 00 00 01A

INSURED COPY
ISSUE DATE 01/21/02

3139 Rev. 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MAN Tw0002



The St Paul

Named Insured: TIDEWATER SKANSKA GROUP INC. Policy Number: WVK2900560

EXTENSION OF INFORMATION PAGE

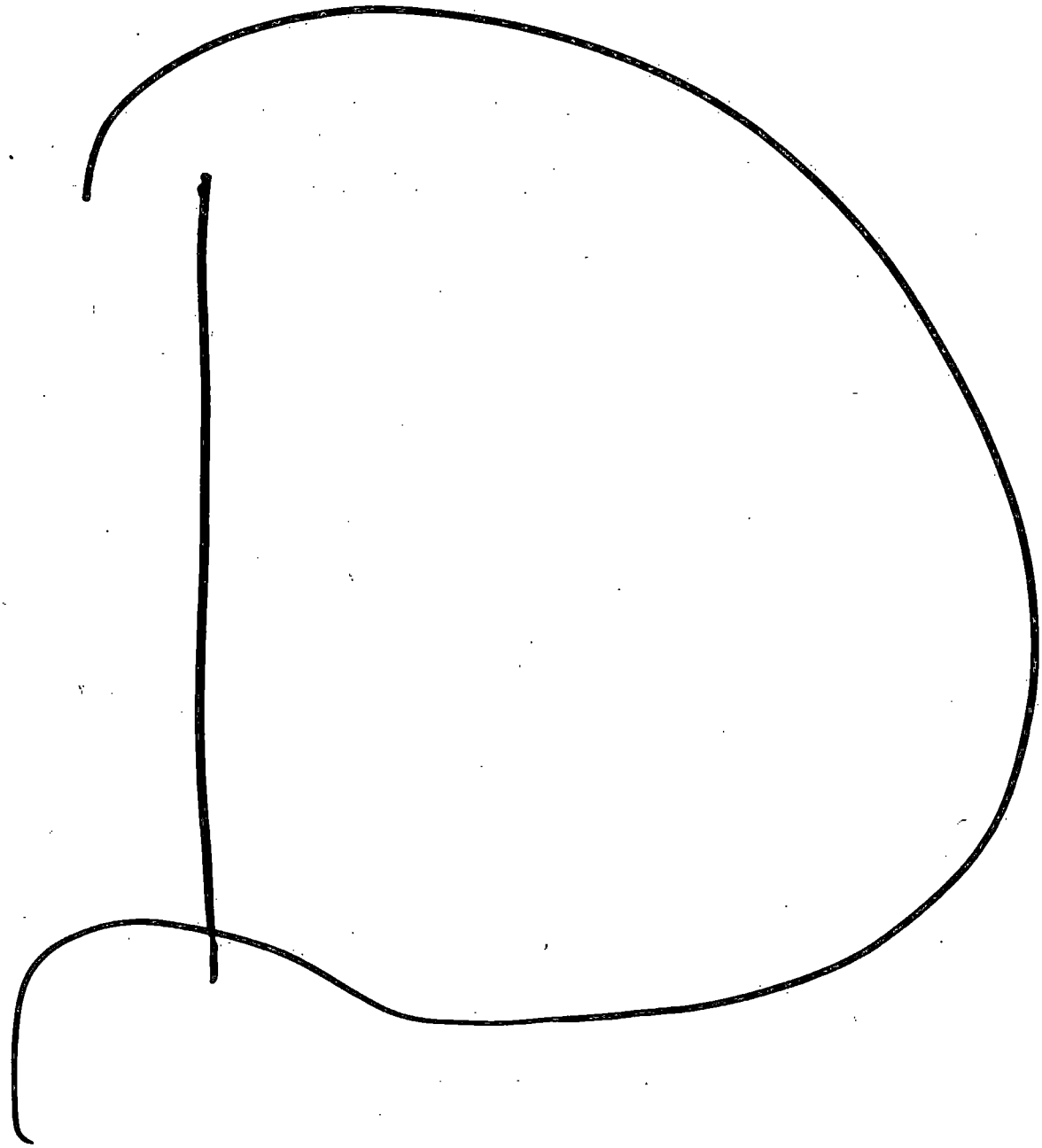
ADDITIONAL NAMED INSUREDS (Cont.)

SCHEDULE PAGE 4

INSUREDS NUMBER	NAME/ADDRESS	FED EMP ID NMBR
009	TIDEWATER SKANSKA INC. 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	911111111
	LEGAL ENTITY - CORPORATION	
010	BAYSHORE SKANSKA INC. BAYSHORE CONCRETE PRODUCTS CORP. BAYSHORE CONCRETE PRODUCTS/CHESAPEAKE INC. BAYSHORE CONCRETE PRODUCTS/SOUTH CAROLINA INC. BAYSHORE CONCRETE PRODUCTS/MAINE INC. 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	991111111
	LEGAL ENTITY - CORPORATION	
011	DRYDOCK BUILDERS 809 SOUTH MILITARY HIGHWAY P O BOX 57 NORFOLK VA 23501	999111111
	LEGAL ENTITY - CORPORATION	

3139 Rev 1-89 Printed in U.S.A. Copyright 1987 National Council on Compensation Insurance.

TRAVELERS DOC MGMT00000S



The St Paul

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 00 00 A
READ THE POLICY CAREFULLY

REFERENCE

	BEGINNING ON PAGE
GENERAL SECTION	
A. The Policy	2
B. Who Is Insured	2
C. Workers Compensation Law	2
D. State	2
E. Locations	2
PART ONE--WORKERS COMPENSATION INS	
A. How This Insurance Applies	2
B. We Will Pay	2
C. We Will Defend	2
D. We Will Also Pay	3
E. Other Insurance	3
F. Payments You Must Make	3
G. Recovery From Others	3
H. Statutory Provisions	3
PART TWO--EMPLOYERS LIABILITY INSURANCE	
A. How This Insurance Applies	4
B. We Will Pay	4
C. Exclusions	4
D. We Will Defend	5
E. We Will Also Pay	5
F. Other Insurance	5
G. Limits Of Liability	5
PART TWO--EMPLOYERS LIABILITY INS (Cont'd)	
H. Recovery From Others	6
I. Actions Against Us	6
PART THREE--OTHER STATES INS	
A. How This Insurance Applies	6
B. Notice	6
PART FOUR--YOUR DUTIES IF INJURY OCCURS	
PART FIVE--PREMIUM	
A. Our Manuals	6
B. Classifications	6
C. Remuneration	7
D. Premium Payments	7
E. Final Premium	7
F. Records	7
G. Audit	7
PART SIX--CONDITIONS	
A. Inspection	8
B. Long Term Policy	8
C. Transfer Of Your Rights And Duties	8
D. Cancelation	8
E. Sole Representative	8

IMPORTANT:

This Quick Reference is **not** part of the Workers Compensation and Employers Liability Insurance Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Insurance Policy itself for actual contractual provisions.

1991 National Council on Compensation Insurance

TRAVELERS DOC MGHT00075

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 00 A

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

GENERAL SECTION

A. The Policy

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

B. Who Is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

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

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

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

B. We Will Pay

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

C. We Will Defend

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

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT0000974

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

D. **We Will Also Pay**

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

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

E. **Other Insurance**

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

F. **Payments You Must Make**

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

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

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

G. **Recovery From Others**

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

H. **Statutory Provisions**

These statements apply where they are required by law.

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

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

1991 National Council on Compensation Insurance

TRAVELERS DOC NWIT0000075

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

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

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.

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

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

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

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

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

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;

2. for care and loss of services; and

3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

   provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;

3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;

4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. bodily injury intentionally caused or aggravated by you;

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions.

8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT0007B

Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws.

10 bodily injury to a master or member of the crew of any vessel.

11. fines or penalties imposed for violation of federal or state law.

12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued 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 judgement as required by law until we offer the amount due under this insurance; and

5. expenses we incur.

F. Other Insurance

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

G. Limits Of Liability

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

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

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

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

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

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

1991 National Council on Compensation Insurance

TRAVELERS DOC MWMT000077

H. **Recovery From Others**

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

I. **Actions Against Us**

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

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

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

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

PART THREE - OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.

2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any states 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

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT000978

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

C. Remuneration

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

1. all your officers and employees engaged in work covered by this policy; and

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

D. Premium Payments

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

E. Final Premium

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

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

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

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

F. Records

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

G. Audit

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

1991 National Council on Compensation Insurance

TRAVELERS DOC MGMT000079

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 that law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by an authorized Agent of this Company.

Paul H. M... Vice President

... Secretary

1991 National Council on Compensation Insurance

TRAVELERS DOC MONTO0686