



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/25/2014

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> <b>USI Midwest Cincinnati</b> <b>312 Elm Street, 24th Floor</b> <b>Cincinnati, OH 45202</b>	<b>CONTACT NAME:</b> Debbie Neace <b>PHONE (A/C, No, Ext):</b> 513 852-6417 <b>E-MAIL ADDRESS:</b> debbie.neace@usi.biz	<b>FAX (A/C, No):</b> 610-537-4857													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : <b>Valley Forge Insurance Company</b></td> <td><b>20508</b></td> </tr> <tr> <td>INSURER B : <b>Continental Casualty Company</b></td> <td><b>20443</b></td> </tr> <tr> <td>INSURER C : <b>Continental Insurance Company</b></td> <td><b>35289</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Valley Forge Insurance Company</b>	<b>20508</b>	INSURER B : <b>Continental Casualty Company</b>	<b>20443</b>	INSURER C : <b>Continental Insurance Company</b>	<b>35289</b>	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> <b>CE Power Solutions LLC</b> <b>4040 Rev Drive</b> <b>Cincinnati, OH 45232</b>															

**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>C2087763928</b>	<b>12/01/2014</b>	<b>12/01/2015</b>	EACH OCCURRENCE <b>\$2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$50,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$2,000,000</b> GENERAL AGGREGATE <b>\$4,000,000</b> PRODUCTS - COMP/OP AGG <b>\$4,000,000</b> <b>OH Stop Gap \$1,000,000</b>
<b>C</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>C2087763931</b>	<b>12/01/2014</b>	<b>12/01/2015</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			<b>C2087763945</b>	<b>12/01/2014</b>	<b>12/01/2015</b>	EACH OCCURRENCE <b>\$9,000,000</b> AGGREGATE <b>\$9,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>WC288483814</b>	<b>12/01/2014</b>	<b>12/01/2015</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>A</b>	<b>Leased Equipment</b>			<b>C2087763928</b>	<b>12/01/2014</b>	<b>12/01/2015</b>	<b>\$500,000/\$2,500 Ded</b>
<b>A</b>	<b>Installation</b>			<b>C2087763928</b>	<b>12/01/2014</b>	<b>12/01/2015</b>	<b>\$1,000,000/\$2,500 Ded</b>
<b>C</b>	<b>Hired Phy Damage</b>			<b>C2087763931</b>	<b>12/01/2014</b>	<b>12/01/2015</b>	<b>Unlimited/\$1,000 Ded</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Project: Any & All work. Certificate holder and each of their respective agents, affiliates and employees are included as an additional insured under the general liability per from G17957H 01/13; automobile per form CA2048 02.99 & umbrella (follow form) as required by written contract/purchase order subject to policy terms/conditions on a primary & non contributory basis for the general liability coverage as required by written contract. Waiver of subrogation is included under the general liability per form (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b>  <b>LFUCG</b> <b>200 East Main Street</b> <b>Lexington, KY 40507</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## DESCRIPTIONS (Continued from Page 1)

CG2404 05.09; automobile per form 9.23186A 05.89; umbrella (follow form) & workers' compensation per form WC000313(does not apply to Kentucky) as required by written contract.



It is understood and agreed that this endorsement amends the **MM** **G** **M** as follows:

It is understood and agreed that this endorsement amends the **MM** **G** **M** as follows:

**H**

As required by "written contract" per Paragraph A. below.

As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
The particular person or organization, if any, scheduled above.
The insurance provided to the additional insured is limited as follows:
The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" and only to the extent caused by:
Your negligent acts or omissions, or the negligent acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
"Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
The "written contract" requires you to provide the additional insured such coverage; and
This Coverage Part provides such coverage.
We will not provide the additional insured any broader coverage or any higher limit of insurance than:
The maximum permitted by law;
Required by the "written contract";
Described in 1 above; or
d Afforded to you under this policy, whichever is less.
Notwithstanding anything to the contrary in Condition 1 (Section 1), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:



- Acts or omissions of the additional insured, or of anyone, other than you, acting on the additional insured's behalf.
- The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - Supervisory, inspection, architectural or engineering activities; or
- Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**MM**  **G** is amended as follows:

- 1**  The  condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- Except as provided in Paragraph **3** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- 3**  Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision  does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- Only for the purpose of the insurance provided by this endorsement,  is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1**  Is currently in effect or becomes effective during the term of this policy; and
  - Was executed prior to:
    - The "bodily injury" or "property damage"; or
    - The offense that caused the "personal and advertising injury"
- for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.



POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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**POLICY NUMBER**

C 2087763928

**INSURED NAME AND ADDRESS**

CE POWER SOLUTIONS LLC  
4500 W. MITCHELL AVENUE

CINCINNATI, OH 45232

**POLICY CHANGES**

**SCHEDULE CG2404**

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

CG 24 04 SCHEDULE

Name of Person or Organization:

Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.



*Thomas F. Motamed*  
Chairman of the Board

*Jonathan Kantor*  
Secretary

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

**Name Of Person Or Organization:**

Refer to SCHEDULE CG2404

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b>
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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