

NAMED
INSURED
AND
MAILING
ADDRESS

**R.E. KRAMIG COMPANY,
INCORPORATED
SEE ADDITIONAL NAMED INSURED
323 SOUTH WAYNE AVENUE
CINCINNATI, OH 45215**

SEE ADDITIONAL NAMED INSURED

**POLICY PERIOD FROM 10-01-93 TO 10-01-94 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.**

RENEWAL DECLARATIONS

**POLICY NUMBER 02-CC-207311-5
RENEWAL OF 02-CC-207311-4 09-87**

**AGENT
NAME
AND
ADDRESS
TED MARTY & ASSOCIATES, INC
1248 SPRINGFIELD PIKE
WYOMING, OH 45215**

34-52181 (513) 761-430

**THIS POLICY IS SUBJECT TO FINAL AUDIT.
ESTIMATED ANNUAL PREMIUM:
BUDGET CHARGE:
TOTAL ESTIMATED ANNUAL POLICY PREMIUM:
DUE ON EFFECTIVE DATE:
PREMIUM WILL BE BILLED MONTHLY.**

**\$27,443.77
\$.00
\$27,443.77
\$2,286.99**

**PLAINTIFF'S
EXHIBIT**

REK-41G

*****AMENDED DECLARATIONS*****

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU
TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS AND
INSURING AGREEMENTS. THE INDIVIDUAL COVERAGE PART DECLARATIONS WHICH FOLLOW, LIST ALL OF THE FORMS THAT
APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED FORMS ARE ATTACHED
TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.**

COMMERCIAL PROPERTY COVERAGE PART	 \$	6,614.77
COMMERCIAL LIABILITY COVERAGE PART	 \$	14,972.00
COMMERCIAL CRIME COVERAGE PART	 \$	776.00
COMMERCIAL INLAND MARINE COVERAGE PART	 \$	5,081.00
		27,443.77

COUNTERSIGNATURE

9-21-93
(DATE)

BY

[Signature]
(AUTHORIZED REPRESENTATIVE)

3-CC(0887)

COMPANY USE ONLY

JHIO

57 (10269) AC INSURED COPY

PREPARED 09-09-93

BUSINESS INSURANCE

**R.E. KRAMIG COMPANY,
INCORPORATED
SEE ADDITIONAL NAMED INSURED
323 SOUTH WAYNE AVENUE
CINCINNATI, OH 45215**

**AGENT: TED MARTY & ASSOCIATES, INC
1248 SPRINGFIELD PIKE
WYOMING, OH 45215**

(513) 761-4300

**AMERICAN STATES
INSURANCE**
A part of **LINCOLN NATIONAL CORPORATION**

**500 North Meridian Street
Indianapolis, Indiana 46204-1275**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



MINI-COMPUTER BREAKDOWN COVERAGE ENDORSEMENT

CM 78 41 11 93

COMMERCIAL INLAND MARINE

This endorsement modifies insurance provided under the following:

MINI-COMPUTER COVERAGE FORM

We will pay for DIRECT PHYSICAL "LOSS" to Covered Property caused by or resulting from:

- a. Mechanical breakdown or machinery breakdown;
- b. Short circuit, blow-out or other electrical damage to electrical equipment, apparatus or devices including wiring;
- c. Electrical or magnetic injury or disturbance or erasure of electronic recordings.

But we will not pay for a "loss" caused by any change in your electrical power supply which originates more than 1000 feet away from the building housing the Covered Property.

DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Mechanical and Electrical Breakdown Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

CG 20 10 10 93

COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

MYLER COMPANIES
VACUUM ENGINEERING
p m c specialities group, inc.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

CG 20 10 10 93

COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

stephen gross & sons, inc.
frank messer & sons construction co.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

CG 20 10 10 93

COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**ASHLAND OIL, INC. & ITS SUBSIDIARY CO
AIR PRODUCTS AND CHEMICAL INC.
DANIS INDUSTRIES CORPORATION**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Inc., 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

CG 20 10 10 93

COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**VOLVOLUME INCORPORATED
MONITOR CONSTRUCTION COMPANY
TURNER CONSTRUCTION COMPANY**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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COMMERCIAL INLAND MARINE

5. OPTIONAL COVERAGE**a. RENTAL REIMBURSEMENT:**

If a limit is shown on the Declaration for rental reimbursement, we will pay you for the expense of renting equipment and/or tools, when the rental is made necessary by:

1. A covered "loss" to equipment and/or tools covered in this policy, and
2. Such equipment and/or tools are needed to continue normal operations, and
3. You do not have substitute equipment and/or tools.

We will pay 75% of your actual rental cost

- a. Beginning 72 hours after you report a "loss"; and
- b. Ending when:
 - (1) The lost or damaged property has been replaced or repaired; or
 - (2) The need for the rented equipment and/or tools no longer exists; whichever occurs first.

This amount will not be adjusted by a deductible or effected by the coinsurance provision.

b. EMPLOYEES' TOOLS:

If a limit is shown on the Declarations for employees' tools, we will pay the "loss" if such "loss" results from a covered cause of loss and occurs at your job site.

c. EQUIPMENT AND TOOLS LEASED OR RENTED FROM OTHERS ON A "SHORT TERM" BASIS:

If a limit is shown on the Declarations for equipment and tools leased or rented from others on a "short term" basis, we will pay the "loss" to such equipment and tools belonging to others which you have leased or rented under written agreement, if the "loss" results from a covered cause of loss for which you are legally liable.

B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Dishonest acts by:

- (1) You, your employees or authorized representatives;
- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

COMMERCIAL INLAND MARINE

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in step (2); and
- (4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example (Underinsurance):
When:

The value of property is	\$250,000
The Coinsurance percentage for it is	80%
The Limit of Insurance for it is	\$100,000
The Deductible is	\$250
The amount of loss is	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$ (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$ 40,000 \times .50 = \$20,000$

Step (4): $\$ 20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

3. REPORTS AND PREMIUM

The following condition applies to the optional coverage of Equipment and Tools Leased or Rented from Others on a "short term" basis.

- a. Reports. You must file with us a report, with 30 days of the end of each reporting period shown in the Declarations, showing the "premium base".
- b. Rates and Premiums.
 - (1) Premium Computation. We will compute the premium:
 - (a) Using the "premium base" and rates shown in the Declarations, and

- (b) As of each premium adjustment period shown in the Declarations.

(2) Premium Adjustment.

- (a) When the Annual Premium Adjustment Period is shown in the Declarations, we will compare the total computed premium to the Deposit Premium. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.
- (b) When any other Premium Adjustment Period is shown in the Declarations, we will apply the computed premium to the Deposit Premium until it is used up. You will pay us all the premiums that exceed the Deposit Premium.

- (3) Minimum Premium. You must pay at least a minimum annual premium of \$100.00.

- (4) If this coverage is cancelled, you will report the "premium base" as of the date of cancellation. We will compute the premium for less than a full adjustment period on a pro rata basis.

c. Coinsurance. If at the time of "loss".

- (1) You have not submitted any required reports, we will not pay more than 90% of the amount that we would otherwise have paid.
- (2) Your last report prior to "loss" is less than the amount you are required to report, we will pay only that proportion of the "loss" that the reported amount bears to the total amount of all Covered Property as of the time of the last report.

4. ADDITIONAL ACQUIRED PROPERTY

If during the policy period you acquire additional property of a type already covered by this form, we will cover such property for up to 30 days. The most we will pay in a "loss" is the lesser of:

- a. 25% of the total Limit of Insurance shown in the Declarations for that type of property; or
- b. \$100,000.

You will report such property within 30 days from the date acquired and will pay any additional premium due. If you do not report such property,

Dear Customer:

Ohio law requires us to warn you of the following:

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud!"

If you have any questions, please contact your agent.

Dear Policyholder,

Thank you for allowing American States Insurance to fulfill your insurance needs. If you have any questions regarding your policy, please contact your independent insurance agent.

