

S277893

**U.S. Court of Appeals Case No. 21-16093
U.S. District Court Case No. 3:20-cv-07476-VC**

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

ANOTHER PLANET ENTERTAINMENT, LLC,

Plaintiff - Appellant,

v.

VIGILANT INSURANCE COMPANY,

Defendant - Appellee.

Appeal from the United States District Court
For the Northern District of California, San Francisco
Hon. Vince Chhabria

EXCERPTS OF RECORD, VOLUME IV

Kirk Pasich, SBN 94242
KPasich@PasichLLP.com
Nathan M. Davis, SBN 287452
NDavis@PasichLLP.com
Arianna M. Young, SBN 314043
AYoung@PasichLLP.com

PASICH LLP
10880 Wilshire Boulevard, Suite 2000
Los Angeles, CA 90024

Telephone: (424) 313-7860

Facsimile: (424) 313-7890

Attorneys for Plaintiff - Appellant Another Planet Entertainment, LLC

CHUBB®

Property Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

Under Definitions, the definition of Mechanical Or Electrical System or Apparatus is deleted and replaced with the following:

Definitions***Mechanical Or Electrical System Or Apparatus***

Mechanical or electrical system or apparatus means any:

- boiler, fired pressure vessel, unfired pressure vessel normally subject to vacuum or internal pressure other than the weight of its contents;
- refrigeration vessels;
- air conditioning vessels;
- mechanical or electrical machine or apparatus used to generate, transmit or otherwise use mechanical or electrical power; and
- piping, cable and accessory equipment connected to any of the foregoing.

Mechanical or electrical system or apparatus does not mean any:

- A. part of a boiler or fired vessel or electric steam generator that does not contain steam or water;
- B. insulating or refractory material;

Definitions

Mechanical Or Electrical System Or Apparatus
(continued)

- C. non-metallic vessels, unless constructed in accordance with the American Society of Mechanical Engineers;
- D. glass linings of vessels, equipment, machines and apparatus;
- E. catalyst;
- F. piping, vessels or cables, not enclosed in conduit, buried directly in the ground;
- G. sewer piping;
- H. sprinkler system piping or water piping other than:
 - 1. feedwater piping between any steam boiler and its feed pumps or injectors;
 - 2. steam boiler condensate return piping; and
 - 3. water piping interconnecting vessels forming part of a refrigeration or air conditioning system used for cooling, humidifying or space heating;
- I. structure, foundation, cabinet or compartment containing or supporting any vessel, equipment, machine or apparatus;
- J. die, extrusion plate, or any other expendable item that is part of or used with any vessel, equipment, machine or apparatus;
- K. vessel, equipment, machine or apparatus manufactured by you for sale;
- L. power shovel, dragline or excavation vehicle (whether or not licensed for road use);
- M. aircraft;
- N. floating vessel or structure;
- O. penstock, draft tube or well casings;
- P. crane booms and cables, but not excluding any driving mechanical or electrical system or apparatus; or
- Q. cylinder not sealed in PVC (polyvinyl chloride) protection, containing a movable plunger or piston, mounted on or forming a part of an elevator or hoist.

When a vessel uses a heat transfer medium other than water or steam, we will consider the medium used and its vapor as substitutes for the words "water" or "steam".

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Property Insurance

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020
Effective Date MAY 1, 2019
Policy Number 7956-75-28
Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
BUSINESS INCOME WITH EXTRA EXPENSE

**Special Waiting
Period Provision**

A new section called Special Waiting Period Provision is added to the contracts shown above. Wherever used within any property contract or property endorsement contained in this policy, the phrase "normal business hours" is deleted and replaced with "consecutive hours".

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Property Insurance**Endorsement**

Policy Period MAY 1, 2019 TO MAY 1, 2020
Effective Date MAY 1, 2019
Policy Number 7956-75-28
Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
 BUSINESS INCOME WITH EXTRA EXPENSE
 EXTRA EXPENSE

SCHEDULE

Per Occurrence Prohibition Of Access Limit Of Insurance: \$ 50,000
 Annual Aggregate Prohibition Of Access Limit Of Insurance: \$ 100,000

If Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income is shown above, the following is added under Additional Coverages:

Additional Coverages**Prohibition Of Access**

We will pay for the actual:

- **business income** loss; and
- **extra expense,**

you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to a premises shown in the Declarations by a civil authority, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access shown in the Schedule above.

This prohibition of access must be the direct result of a peril (not otherwise excluded by the Building And Personal Property Contract included in this policy) that:

- A. has occurred at or within 1,000 feet of such premises; or

Property Endorsement

(continued)

- B. is certain to occur imminently, provided the prohibition of access:
1. does not apply to a geographic area of more than 1,000 square feet; or
 2. only applies to a premises shown in the Declarations.

The coverage will begin immediately following the time the civil authority prohibits access.

The coverage will apply for a period of:

- up to 30 consecutive days after the coverage begins; or
- when your **business income** loss ends,

whichever occurs first.

This Additional Coverage does not apply:

- A. if the prohibition of access is caused by or results from:
1. direct physical loss or damage to property;
 2. weather conditions; or
 3. earthquake or **flood**; or
- B. to **business income** loss, unless a Limit Of Insurance for Business Income is shown in the Declarations applicable to the premises where prohibition of access occurred.

If Business Income Without Extra Expense is shown above, the following is added under Additional Coverages:

Additional Coverages

Prohibition Of Access

We will pay for the actual **business income** loss you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to a premises shown in the Declarations by a civil authority, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access shown in the Schedule above.

This prohibition of access must be the direct result of a peril (not otherwise excluded by the Building And Personal Property Contract included in this policy) that:

- A. has occurred at or within 1,000 feet of such premises; or
- B. is certain to occur imminently, provided the prohibition of access:
1. does not apply to a geographic area of more than 1,000 square feet; or
 2. only applies to a premises shown in the Declarations.

CHUBB®

Property Insurance**Endorsement***Effective Date* MAY 1, 2019*Policy Number* 7956-75-28

The coverage will begin immediately following the time the civil authority prohibits access.

The coverage will apply for a period of:

- up to 30 consecutive days after the coverage begins; or
- whenever your **business income** loss ends,

whichever occurs first.

This Additional Coverage does not apply:

- A. if the prohibition of access is caused by or results from:
 1. direct physical loss or damage to property;
 2. weather conditions; or
 3. earthquake or **flood**; or
- B. to **business income** loss, unless a Limit Of Insurance for Business Income is shown in the Declarations applicable to the premises where prohibition of access occurred.

If Rental Income is shown above, the following is added under Additional Coverages:

Additional Coverages**Prohibition Of Access**

We will pay for the actual **rental income** loss you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to a premises shown in the Declarations by a civil authority, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access shown in the Schedule above.

This prohibition of access must be the direct result of a peril (not otherwise excluded by the Building And Personal Property Contract included in this policy) that:

- A. has occurred at or within 1,000 feet of such premises; or
- B. is certain to occur imminently, provided the prohibition of access:
 1. does not apply to a geographic area of more than 1,000 square feet; or
 2. only applies to a premises shown in the Declarations.

The coverage will begin immediately following the time the civil authority prohibits access.

Property Endorsement

(continued)

The coverage will apply for a period of:

- up to 30 consecutive days after the coverage begins; or
- when your **rental income** loss ends,

whichever occurs first.

This Additional Coverage does not apply:

- A. if the prohibition of access is caused by or results from:
1. direct physical loss or damage to property;
 2. weather conditions; or
 3. earthquake or **flood**; or
- B. to **rental income** loss, unless a Limit Of Insurance for Rental Income is shown in the Declarations applicable to the premises where prohibition of access occurred.

If Extra Expense is shown above, the following is added under Additional Coverages:

Additional Coverages

Prohibition Of Access

We will pay for the actual **extra expense** you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to a premises shown in the Declarations by a civil authority, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access shown in the Schedule above.

This prohibition of access must be the direct result of a peril (not otherwise excluded by the Building And Personal Property Contract included in this policy) that:

- A. has occurred at or within 1,000 feet of such premises; or
- B. is certain to occur imminently, provided the prohibition of access:
1. does not apply to a geographic area of more than 1,000 square feet; or
 2. only applies to a premises shown in the Declarations.

The coverage will begin immediately following the time the civil authority prohibits access.

The coverage will apply for a period of:

- up to 30 consecutive days after the coverage begins; or
- whenever your **extra expense** is no longer required,



Property Insurance

Endorsement

Effective Date MAY 1, 2019

Policy Number 7956-75-28

whichever occurs first.

This Additional Coverage does not apply:

- A. if the prohibition of access is caused by or results from:
 - 1. direct physical loss or damage to property;
 - 2. weather conditions; or
 - 3. earthquake or **flood**; or
- B. to **extra expense**, unless a Limit Of Insurance for Extra Expense is shown in the Declarations applicable to the premises where prohibition of access occurred.

Under Limits of Insurance, the following is added.

Limits Of Insurance

Prohibition Of Access

The most we will pay under the Prohibition Of Access Additional Coverage in any one prohibition of access, directly resulting from:

- A. a peril; or
 - B. series of perils that:
 - 1. contribute concurrently to; or
 - 2. contribute in any sequence to,
- such prohibition of access,

regardless of the number of premises, is the amount of **business income** or **rental income** loss and **extra expense**, if such coverage is provided, not to exceed the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access shown in the Declarations.

If an Annual Aggregate Limit Of Insurance for Prohibition Of Access is shown in the Schedule above, then subject to the applicable Per Occurrence Limit Of Insurance for Prohibition Of Access, the most we will pay under the Prohibition Of Access Additional Coverage during any consecutive 12-month period, beginning with the effective date shown in the Declarations, is the Annual Aggregate Limit Of Insurance for Prohibition Of Access shown in the Schedule above.

Property Endorsement
(continued)

Under Loss Payment Limitations, the following is added:

**Loss Payment
Limitations**

Prohibition Of Access

Except as provided under the Prohibition Of Access Additional Coverage, we will not pay for any **business income** loss, **rental income** loss or **extra expense** caused by the prohibition of access:

- to a premises shown in the Declarations; and
- by a civil authority,

that is not a result of direct physical loss or damage.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Property Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
 BUSINESS INCOME WITH EXTRA EXPENSE
 ELECTRONIC DATA PROCESSING PROPERTY
 EXTRA EXPENSE
 PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
 ACCOUNTS REC., FINE ARTS, MONEY & SEC., VALUABLE PAPERS
 MISCELLANEOUS EQUIPMENT
 IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PROGRAMMING

A new section titled Terrorism Provisions is added to the end of this contract.

Terrorism Provisions**Certified Act Of
Terrorism Exclusion**

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building or personal property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability or Leasehold Interest contracts; and

Property Endorsement

(continued)

- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

Ordinance Or Law Loss Payment Basis

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

Ensuing Fire Loss Payment Basis Exception

Building or **personal property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

Cap On Ensuing Fire Resulting From Certified Terrorism Losses

- If:
- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a calendar year; and
 - we have met our insurer deductible under the **terrorism law**,
- we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

A new section titled Terrorism Definitions is added.

Terrorism Definitions

Certified Act Of Terrorism

Certified act of terrorism means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
 1. within the **United States**; or
 2. outside of the **United States** in the case of:
 - a. an air carrier or vessel as described in the **terrorism law**; or



Property Insurance

Endorsement

Effective Date MAY 1, 2019

Policy Number 7956-75-28

b. the premises of a mission of the United States of America,
which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
 - influence the policy or affect the conduct of the Government,
- of the **United States**.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 as amended.

United States

United States means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Property Insurance**Endorsement**

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
MISCELLANEOUS EQUIPMENT

Under Conditions, Lenders/Loss Payee is deleted and replaced with the following:

Conditions**Blanket Loss Payee**

If any Loss Payee:

- shown in the Schedule of Mortgagees and Loss Payees; or
- listed as such on a Certificate Of Insurance on file with us,

is a creditor, whose interest in **miscellaneous equipment** is established by a written instrument and both you and such Loss Payee have an insurable interest in the lost or damaged **miscellaneous equipment**, we will:

- adjust losses with you; and
- pay any claim for loss or damage jointly to you and to each such Loss Payee, in their order of precedence, as interests may appear.

Each Loss Payee has the right to receive loss payment, even though:

- we denied your claim because you failed to comply with the terms of this insurance; or
- such Loss Payee starts foreclosure or similar actions on the **miscellaneous equipment**,

if such Loss Payee:

- pays any premium due at our request if you have failed to do so;

Conditions

Blanket Loss Payee
(continued)

- submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- has notified us of any change in ownership, occupancy or substantial change in risk known to such Loss Payee.

Each Loss Payee's right to receive loss payment is limited to the lesser of the following:

- the actual cash value as described under Loss Payment Basis of the lost or damaged **miscellaneous equipment**;
- their financial interest in the **miscellaneous equipment** as shown in the written evidence; or
- the applicable Limit Of Insurance for Miscellaneous Equipment shown in the Declarations.

If we pay any Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this insurance, such Loss Payee's rights:

- will be transferred to us to the extent of the amount we pay; and
- to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to any Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

To satisfy the requirements of any Loss Payee shown in the Schedule of Mortgages and Loss Payees, copies of policies or certified copies of policies may be sent to these Loss Payees. In no event are copies of policies sent to Loss Payees to be considered as increasing the Limits Of Insurance shown in the Declarations or changing the terms of this insurance, nor are they to be considered duplicate or contributing insurance.

All other terms and conditions remain unchanged.



Authorized Representative



Property Insurance

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020
Effective Date MAY 1, 2019
Policy Number 7956-75-28
Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:
 BUILDING AND PERSONAL PROPERTY
 PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

SCHEDULE

Premises: 2001 GAYLEY ROAD
 BERKELEY, CALIFORNIA 94720

DEDUCTIBLE: \$ 5,000

PERSONAL PROPERTY ARTICLE:
 MISC PROP

LIMIT OF INSURANCE: \$ 775,000

Policy language follows

CHUBB®

THIS PAGE INTENTIONALLY LEFT BLANK

CHUBB®

Property Insurance**Endorsement***Effective Date* MAY 1, 2019*Policy Number* 7956-75-28

Under Premises Coverages, and only with respect to the **personal property** shown in the Schedule above, Building or Personal Property is deleted and replaced with the following:

Premises Coverages*Scheduled Personal Property*

We will pay for direct physical loss or damage to **personal property** shown in the Schedule above, caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance applicable to each article of **personal property** shown in the Schedule above.

Under Additional Coverages, and only with respect to the **personal property** shown in the Schedule above, Newly Acquired Property is deleted.

Additional Coverage*Newly Acquired Property*

Under Policy Exclusions, and only with respect to the **personal property** shown in the Schedule above, the exclusions are deleted and replaced with the following:

Policy Exclusions*Dishonesty*

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, and employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not apply to:

- A. acts of vandalism;
- B. acts committed by carriers or warehousemen for hire or anyone claiming to be a carrier or warehouseman for hire, other than:
 - 1. you, your partners, directors, trustees and employees;
 - 2. anyone performing acts coming within the scope of the usual duties of your employees; or
 - 3. anyone authorized to act for you; or
- C. ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

CHUBB®**Policy Exclusions***(continued)***Earthquake In The State Of California**

This insurance does not apply to loss or damage caused by or resulting from earthquake that occurs in the state of California, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Earthquake In The State Of California exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Governmental Or Military Action

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Governmental Or Military Action exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental authority or military authority when taken at the time of a fire to prevent its spread, if the fire would be covered under this insurance.

Nuclear Hazard

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Nuclear Hazard exclusion does not apply to ensuing loss or damage to **personal property** caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

War And Military Action

This insurance does not apply to loss or damage caused by or resulting from:

- war, including undeclared or civil war;
- 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
- insurrection, rebellion, revolution, usurped power or action taken by governmental authority, whether de jure or de facto, in hindering or defending against any of these,

CHUBB®

Property Insurance**Endorsement***Effective Date* MAY 1, 2019*Policy Number* 7956-75-28**Policy Exclusions****War And Military Action
(continued)**

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Wear And Tear

This insurance does not apply to loss or damage caused by or resulting from wear and tear or deterioration.

This Wear And Tear exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril** or **water**.Under Additional Exclusions and only with respect to the **personal property** shown in the Schedule above, the Additional Exclusions are deleted.**Additional Exclusions**Under Deductible, and only with respect to the **personal property** shown in the Schedule above, Deductible is deleted and replaced with the following:**Deductible****Scheduled Personal
Property**We will pay the amount of loss or damage in excess of the deductible amount applicable to each article of **personal property** shown in the Schedule above.Under Loss Payment Basis, and only with respect to the **personal property** shown in the Schedule above, Loss Payment Basis is deleted and replaced with the following:**Loss Payment Basis****Scheduled Personal
Property**In the event of loss or damage to **personal property** shown in the Schedule above, we will:

- A. in the event of a partial loss, pay the cost to repair the **personal property**, subject to the Limit Of Insurance shown in the Schedule above; or
- B. pay the Limit Of Insurance for Personal Property shown in the Schedule above if:
 1. such **personal property** cannot be repaired; or

CHUBB®

Loss Payment Basis

*Scheduled Personal
Property
(continued)*

2. the cost of repair is in excess of the applicable Limit Of Insurance for Personal Property shown in the Schedule above.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. W. Q.", written over a horizontal line.

CHUBB®**Property Insurance****Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

ACCOUNTS REC., FINE ARTS, MONEY & SEC., VALUABLE PAPERS
 BUILDING AND PERSONAL PROPERTY
 BUSINESS INCOME WITH EXTRA EXPENSE
 ELECTRONIC DATA PROCESSING PROPERTY
 EXTRA EXPENSE
 MISCELLANEOUS EQUIPMENT
 PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

SCHEDULE

Policy Annual Aggregate Limit Of Insurance: \$ 2,000,000

Premises Limits, Deductible or Waiting Period:

Premises Annual Aggregate Limit Of Insurance:	\$ 2,000,000
Per Occurrence Limit Of Insurance:	\$ 2,000,000
Property Damage Percentage Deductible:	2%
Property Damage Minimum Dollar Deductible:	\$ 25,000
Waiting Period:	72 HOURS

Premises: 1815 4TH ST
 STE A, B, C, D, E
 BERKELEY, CALIFORNIA 94710
 COUNTY OF ALAMEDA

Premises: 1255 21ST ST
 OAKLAND, CALIFORNIA 94607
 COUNTY OF ALAMEDA



Property Endorsement
(continued)

- Premises: 1807 TELEGRAPH AVE
OAKLAND, CALIFORNIA 94612
COUNTY OF ALAMEDA
- Premises: 1825 TELEGRAPH AVE
OAKLAND, CALIFORNIA 94612
COUNTY OF ALAMEDA
- Premises: 2001 GAYLEY ROAD
BERKELEY, CALIFORNIA 94720
COUNTY OF ALAMEDA
- Premises: 99 GROVE ST
SAN FRANCISCO, CALIFORNIA 94102
COUNTY OF SAN FRANCISCO
- Premises: 18 HWY 50
STATELINE, NEVADA 89449
COUNTY OF DOUGLAS

Policy language follows

CHUBB®

Property Insurance**Endorsement**

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Under Limits Of Insurance, and only with respect to the premises shown in the Schedule above and the forms shown above, the following is added:

Limits Of Insurance**Earthquake Sprinkler Leakage**

A. Per Occurrence Limit Of Insurance

Subject to the:

1. Policy Annual Aggregate Limit Of Insurance described in paragraph C. below and shown in the Schedule above;
2. Applicable Premises Annual Aggregate Limit Of Insurance described in paragraph B. below and shown under Premises Limits in the Schedule above; and
3. Applicable Property Damage Dollar Deductible, Property Damage Percentage Deductible or Waiting Period shown under Premises Limits in the Schedule above,

the most we will pay at all premises and for all coverages to which such limit applies, in any **occurrence**, for direct physical loss or damage to property and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake sprinkler leakage**, is the lesser of the:

4. Sum of the applicable Limits Of Insurance shown in the Declarations; or
5. Applicable Per Occurrence Limit Of Insurance shown in the Schedule above, regardless of any other cause or event that directly or indirectly:
6. contributes concurrently to; or
7. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

B. Premises Annual Aggregate Limit Of Insurance

Subject to the Policy Annual Aggregate Limit Of Insurance, the applicable Premises Annual Aggregate Limit Of Insurance shown in the Schedule above is the most we will pay at all premises to which such limit applies, during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake sprinkler leakage**, regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to; or
2. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

CHUBB®**Limits Of Insurance****Earthquake Sprinkler Leakage**
(continued)

C. Policy Annual Aggregate Limit Of Insurance

The Policy Annual Aggregate Limit Of Insurance shown in the Schedule above is the most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage to property and resulting **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake sprinkler leakage**, regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to; or
2. contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

For the peril of **earthquake sprinkler leakage**, the deductible provision is deleted:

- only with respect to the forms shown above;
- for the premises shown in the Schedule above; and
- for any premises not shown in the Schedule above and not shown in the Declarations,

and is replaced with the following:

Deductible**Earthquake Sprinkler Leakage**

A. Under Deductible, and for the premises shown in the Schedule above:

1. the percentage deductible shown for the applicable premises will apply; or
2. if no percentage deductible is shown, then the Property Damage Dollar Deductible amount shown for the applicable premises will apply.

B. Under Deductible, and for any premises not shown in the Schedule above or in the Declarations, the applicable deductible will be the greater of:

1. the lowest percentage deductible shown in the Schedule above, subject to its applicable Property Damage Minimum Dollar Deductible Amount;
2. if no percentage deductible is shown in the Schedule above, then the lowest Property Damage Dollar Deductible shown in the Schedule above; or
3. the applicable property deductible shown in the Declarations.

C. In no event will the deductible amount determined above be less than the applicable Property Damage Minimum Dollar Deductible amount shown in the Schedule above.

D. The most we will pay, in any one **occurrence**, for direct physical loss or damage to property caused by or resulting from **earthquake sprinkler leakage**:

1. after application of Coinsurance, if applicable;
2. in excess of the applicable Property Damage Percentage Deductible or Property Damage Dollar Deductible shown in the Schedule above; and
3. for all the applicable property coverages provided in the forms shown above,

CHUBB®

Property Insurance**Endorsement**

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Deductible**Earthquake Sprinkler
Leakage
(continued)**

if such loss or damage is caused by or results from **earthquake sprinkler leakage**, is the lesser of the applicable Limits Of Insurance shown in the Declarations or shown in the Schedule above, regardless of any other cause or event that directly or indirectly:

4. contributes concurrently to; or
 5. contributes in any sequence to,
- the loss or damage, even if such other cause or event would otherwise be covered.
- E. The applicable deductible shown in the Schedule above applies separately at each premises for each **occurrence**.
- F. Property Damage Percentage Deductible:
As used in this endorsement, the terms “specific insurance” and “blanket insurance” have the following meanings:
1. Specific Insurance covers each type of coverage under separate specific Limits Of Insurance at one premises (for example: each **building** or **personal property** in a **building**).
 2. Blanket and Loss Limit insurance covers:
 - a. two or more types of coverage at one or more premises under a single Limit Of Insurance (for example: **building** and **personal property** in that **building**; or **buildings** and **personal property** at two or more premises); or
 - b. one type of coverage at two or more premises under a single Limit Of Insurance (for example, **personal property** at two or more premises).
- G. Types of coverages and corresponding Limits Of Insurance are the lesser of the Limits Of Insurance shown in the Declarations or in the Schedule above.
1. Specific Insurance:
In determining the amount, if any, that we will pay for loss or damage for each specific type of coverage that sustained direct physical loss or damage, we will separately for each type of coverage:
 - a. apply the applicable deductible percentage shown in the Schedule above, to the applicable Limit Of Insurance shown in the Declarations; or
 - b. if the applicable premises shown in the Schedule above shows Apply Percentage To Statement Of Values, we will multiply the deductible percentage shown in the Schedule above for that premises, by the 100% values you most recently furnished to us for the type of covered property that sustained direct physical loss or damage.

CHUBB®**Deductible****Earthquake Sprinkler
Leakage
(continued)**

We will pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limit Of Insurance for each insured type of coverage.

2. **Blanket Insurance and Loss Limit Of Insurance:**

In determining the amount, if any, that we will pay for loss or damage for each premises shown in the Schedule above, we will separately at each premises that sustained loss or damage:

- a. apply the applicable percentage shown in the Schedule above to the sum of:
 - (1) the 100% values you most recently furnished to us for the types of covered property that sustained direct physical loss or damage; and
 - (2) the 100% values you most recently furnished to us for the same types of covered property that did not sustain direct physical loss or damage, but are located at the same premises that sustained loss or damage, to determine the applicable deductible; and
- b. pay the loss or damage in excess of such deductible amount determined above, subject to the applicable Limits Of Insurance for such covered property.

If a loss involves both specific insurance and blanket insurance, the deductible amount will be determined and apply separately for blanket insurance and separately for specific insurance, subject to their applicable respective Limits Of Insurance.

H. **Property Damage Dollar Deductible:**

The applicable Limits Of Insurance for the property coverages:

1. do not apply until the amount of loss or damage exceeds the applicable deductible amount shown above; and
2. apply in excess of the applicable deductible amount.

For the peril of **earthquake sprinkler leakage**, the Waiting Period provision is deleted:

- only with respect to the forms shown above;
 - for the premises shown in the Schedule above;
 - for any premises shown in the Declarations; and
 - for any premises not shown in the Schedule above and not shown in the Declarations,
- and is replaced by the following:

Waiting Period**Earthquake Sprinkler
Leakage**

Following covered direct physical loss or damage to **property** at the premises shown above and at any premises not shown in the Schedule above and not shown in the Declarations, we will pay the amount of **business income** or **rental income** loss that is incurred after the applicable Waiting Period shown in the Schedule above, not to exceed the applicable Limits Of Insurance.

The applicable Waiting Period shown in the Schedule above:

- applies separately for each **occurrence** at each premises and to each type of coverage that sustained direct physical loss or damage;
- begins immediately following the direct physical loss or damage to **property** by a **covered peril**;

CHUBB®

Property Insurance**Endorsement***Effective Date* MAY 1, 2019*Policy Number* 7956-75-28**Waiting Period****Earthquake Sprinkler Leakage**
(continued)

- only applies at premises that suffers a **business income** or **rental income** loss; and
- does not apply to **extra expense**.

If no waiting period is shown in the Schedule above, the waiting period will be the:

- applicable waiting period shown in the Declarations or as otherwise shown; or
- first 24 normal business hours following the direct physical loss or damage, whichever is longer.

Hours shown for the waiting period are normal business hours.

Under Definitions, and only with respect to the forms shown above, the following definitions are added:

Definitions**Earthquake Sprinkler Leakage****Earthquake sprinkler leakage** means **leakage from fire protection equipment** caused by or resulting from earthquake.**Fire Protection Equipment****Fire protection equipment** means tanks, water mains, hydrants or valves and any other equipment or its component parts, whether used solely for fire protection or jointly for fire protection and for other purposes.**Leakage From Fire Protection Equipment****Leakage from fire protection equipment** means:

- water or other substance discharged from within any part of the **fire protection equipment** for the premises or for adjoining premises; or
- collapse of tanks forming a part of the **fire protection equipment**, including the component parts or supports of those tanks.

CHUBB®

Under Definitions, and only with respect to the forms shown above that:

- contain a definition of **specified peril**, such definition is deleted and replaced with the following; or
- do not contain a definition of **specified peril**, the following definition is added:

Definitions

Specified Peril

Specified peril means:

- aircraft or self-propelled missiles;
- explosion;
- fire or lightning;
- **leakage from fire protection equipment;**
- mine subsidence;
- riot or civil commotion;
- **sinkhole collapse;**
- smoke;
- vandalism;
- vehicles;
- volcanic action; or
- windstorm or hail.

Specified peril does not mean **earthquake sprinkler leakage**.

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance Section

Declarations

CHUBB®**Liability Insurance****Schedule of Forms**

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
10-02-0944	2-02	WHO IS AN INSURED - DESIGNATED LESSORS	05/01/19	05/14/19
10-02-1303	5-10	FIELD OF ENTERTAINMENT OR MEDIA PRODUCTION	05/01/19	05/14/19
10-02-1304	2-02	PERS INJ DEFINE WITHOUT DISCRIMINATION	05/01/19	05/14/19
80-02-2362	4-01	CONDITION-WAIVER OF TRANS./RIGHTS OF RECOVERY	05/01/19	05/14/19
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	05/01/19	05/14/19
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	05/01/19	05/14/19
80-02-0010	4-94	LIABILITY DECLARATIONS	05/01/19	05/14/19
80-02-2000	4-01	GENERAL LIABILITY	05/01/19	05/14/19
80-02-2008	4-01	LIQUOR LIABILITY	05/01/19	05/14/19
80-02-2012	6-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	05/01/19	05/14/19
80-02-2306	4-01	ADD'L INSURED - STATE OR POL. SUBDIV.-PERMITS	05/01/19	05/14/19
80-02-2324	11-06	NON-ACCUMULATION OF LIMITS OF INSURANCE	05/01/19	05/14/19
80-02-2328	4-01	CUMIS - CALIFORNIA	05/01/19	05/14/19
80-02-2373	4-94	POLICY EXCLUSIONS - STUNT OR PYROTECHNIC	05/01/19	05/14/19
80-02-2394	4-01	EXCLUSION - LEAD	05/01/19	05/14/19
80-02-2651	4-01	CUMIS - CALIFORNIA	05/01/19	05/14/19
80-02-6400	1-15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	05/01/19	05/14/19
80-02-6420	2-08	EXCL-SCHED CONTRACT,EVENT,PREM,PROD,SVC,WORK	05/01/19	05/14/19
80-02-6428	8-04	EXCLUSION-PROFESSIONAL LIABILITY, TOTAL	05/01/19	05/14/19
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	05/01/19	05/14/19
80-02-6530	1-14	EXCL-ALCOHOLIC BEVERAGE LIABILITY, TOTAL	05/01/19	05/14/19
80-02-6543	3-05	EXCLUSION - ABUSE OR MOLESTATION, TOTAL	05/01/19	05/14/19
80-02-6554	3-17	PER LOC/PROJECT LIMITS WITH COMB TOTAL AGGREG	05/01/19	05/14/19
80-02-6560	4-04	EXCLUSION - BIOLOGICAL AGENTS, TOTAL	05/01/19	05/14/19
80-02-6566	4-04	EXCLUSION - ASBESTOS	05/01/19	05/14/19
80-02-6588	3-06	COMPOSITE RATE	05/01/19	05/14/19
80-02-6595	5-06	DEDUCTIBLES	05/01/19	05/14/19
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	05/01/19	05/14/19
80-02-8422	4-12	EXCLUSION - POLLUTION	05/01/19	05/14/19
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	05/01/19	05/14/19
80-02-8427	1-14	BODILY INJ PROP DAMAGE LIAB COV - LIQUOR LIAB	05/01/19	05/14/19
80-02-8635	11-17	COV-PROD WITHDRWL EXP & CRISIS ASSISTANCE EXP	05/01/19	05/14/19

last page

CHUBB®

Liability Insurance

Declarations

Named Insured and Mailing Address

ANOTHER PLANET ENTERTAINMENT, LLC
 1815 4TH ST STE C
 BERKELEY, CA 94710

Producer No. 0028440-99999

Producer LOCKTON COMPANIES, LLC (ENT)
 3 EMBARCADERO CTR STE600
 SAN FRANCISCO, CA 94111-0000

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 7956-75-28

Effective Date MAY 1, 2019

Issued by the stock insurance company indicated below, herein called the company.

VIGILANT
INSURANCE COMPANY

Incorporated under the laws of
NEW YORK

Policy Period

From: MAY 1, 2019 To: MAY 1, 2020
 12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage

Limit Of Insurance

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT (PRODUCTS AND COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE)	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000



Liability Coverage
(continued)

Limit Of Insurance

LIQUOR LIABILITY

AGGREGATE LIMIT	\$ 1,000,000	
EACH COMMON CAUSE LIMIT	\$ 1,000,000	
BODILY INJURY AND PROPERTY DAMAGE DEDUCTIBLE - EACH CLAIM		\$ 1,000

EMPLOYEE BENEFITS ERRORS OR OMISSIONS

AGGREGATE LIMIT	\$ 1,000,000	
EACH CLAIM LIMIT	\$ 1,000,000	
DEDUCTIBLE - EACH CLAIM		\$ 1,000
RETROACTIVE DATE		APRIL 1, 2004

RATING INFORMATION

STATE: CALIFORNIA

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

16819

CLASSIFICATION DESCRIPTION:

RESTAURANTS OPERATED BY CONCESSIONAIRES - (FOR PROFIT)

PREMIUM BASIS:

GROSS SALES:

\$5,000

RATE:

REDACTED

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

61224

CLASSIFICATION DESCRIPTION:

BLDG/PREM-OFF/PRMS PRIMARILY OCC BY EMPL OF INS-(FOR PROFIT)
(THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

AREA:

REDACTED

RATE:

REDACTED

CHUBB®

Liability Insurance

Declarations

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Liability Coverage
(continued)

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

63217

CLASSIFICATION DESCRIPTION:

EXHIBITIONS IN BUILDINGS - NOC - (FOR PROFIT)

(THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

ADMISSIONS:

REDACTED

RATE:

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

68707

CLASSIFICATION DESCRIPTION:

WAREHOUSES - PRIVATE (NOT-FOR-PROFIT)

(THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

AREA:

REDACTED

RATE:

STATE: CALIFORNIA

COVERAGE NAME:

LIQUOR LIABILITY

CLASSIFICATION CODE NUMBER:

59211

CLASSIFICATION DESCRIPTION:

LIQ LIAB-PKG STORES & OTHER RETAIL SELLING OFF PREM CONSUMPT

PREMIUM BASIS:

GROSS SALES:

REDACTED

RATE:

CHUBB®

Liability Coverage
(continued)

STATE: CALIFORNIA

EMPLOYEE BENEFITS

CLASSIFICATION CODE NUMBER: 00176
CLASSIFICATION DESCRIPTION:
EMPLOYEE BENEFITS E&O
PREMIUM BASIS: REDACTED
NUMBER OF EMPLOYEES:
RATE:

ADDNL INSUREDS-ENT

CLASSIFICATION CODE NUMBER: 00199
CLASSIFICATION DESCRIPTION:
ENTERTAINMENT - ADDITIONAL INSUREDS
PREMIUM BASIS:
NUMBER OF ADDITIONAL INSUREDS: 10

Chubb. Insured.™

Liability Insurance

General Liability

Table Of Contents

Section	Page No.
<i>Coverages</i>	3
<i>Investigation, Defense And Settlements</i>	4
<i>Supplementary Payments</i>	4
<i>Coverage Territory</i>	5
<i>Who Is An Insured</i>	5
<i>Limits Of Insurance</i>	9
<i>Bodily Injury/Property Damage Exclusions</i>	10
<i>Advertising Injury/Personal Injury Exclusions</i>	14
<i>Medical Expenses Exclusions</i>	15
<i>Policy Exclusions</i>	16
<i>Conditions</i>	20
<i>Definitions</i>	25

L
I
A
B
I
L
I
T
YC
O
N
T
R
A
C
TG
E
N
E
R
A
L
L
I
A
B
I
L
I
T
Y

THIS PAGE INTENTIONALLY LEFT BLANK



General Liability

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverages

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages*(continued)***Medical Expenses Coverage**

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
 1. bail bonds; or
 2. bonds required to:
 - a. appeal judgments; or



General Liability

Supplementary Payments (continued)

- b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
1. attorney fees or litigation expenses; or
 2. other loss, cost or expense;
- in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured*(continued)***Partnerships Or Joint Ventures**

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
 - your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or
- B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.



General Liability

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization;

CHUBB®

General Liability**Who Is An Insured****Limitations On Who Is An Insured**
(continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses;**

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Limits Of Insurance

Each Occurrence Limit (continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses coverage, for **bodily injury** sustained by any one person.

Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected Or Intended Injury" and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
 1. is less than fifty-five (55) feet long; and
 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or
- F. an aircraft you do not own, provided that:
 1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;



General Liability

Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or Watercraft (continued)

2. it is rented with a trained, paid crew; and
3. it does not transport persons or cargo for a charge

Alcoholic Beverage Type Businesses

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

Damage To Alienated Premises

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to **property damage** to:

- **impaired property**; or
 - property that has not been physically injured;
- arising out of any:
- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

Bodily Injured/Property Damage Exclusions

Damage To Impaired Property Or Property Not Physically Injured (continued)

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage to your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Employer's Liability

- A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured's business**.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

CHUBB®

General Liability**Bodily
Injured/Property
Damage Exclusions****Employer's Liability
(continued)**

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

**Expected Or Intended
Injury**

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or **property damage** will be deemed to be known by you:

- A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
 1. you;
 2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and
- B. when any person described in paragraph A. above:
 1. reports all, or any part, of any such injury or damage to us or any other insurer;
 2. receives a claim or a demand for damages because of any such injury or damage; or
 3. becomes aware that any such injury or damage has occurred or has begun to occur.

**Mobile Equipment
Transportation**

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

Advertising Injury/Personal Injury Exclusions

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
 1. is issued to you by us or by an affiliate of ours;
 2. remains in force while the offense continues; and
 3. would otherwise apply to **advertising injury** and **personal injury**.

Contracts

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

Expected Or Intended Injury

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

Failure To Conform To Representations Or Warranties

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;



General Liability

Advertising Injury/Personal Injury Exclusions

Internet Activities (continued)

- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

Media Type Businesses

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

Prior Offenses

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

Publications With Knowledge Of Falsity

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

Wrong Description Of Prices

This insurance does not apply to **advertising injury** or **personal injury** arising out of any wrong description of the price of goods, products or services.

Medical Expenses Exclusions

Athletic Activities

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

Medical Expenses Exclusions

(continued)

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material;** and
- operation of a **nuclear facility** by any person or organization.

Products-Completed Operations Hazard

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

Workers' Compensation Or Similar Laws

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Policy Exclusions

Asbestos

- A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

Employment-Related Practices

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
 1. arrest, detention or imprisonment;
 2. breach of any express or implied covenant;
 3. coercion, criticism, humiliation, prosecution or retaliation;
 4. defamation or disparagement;
 5. demotion, discipline, evaluation or reassignment;
 6. discrimination, harassment or segregation;



General Liability

Policy Exclusions

Employment-Related Practices (continued)

7.
 - a. eviction; or
 - b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
 1. person or organization; or
 2. property you own, rent or occupy.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

Policy Exclusions*(continued)***Nuclear Energy**

- A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury**:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
 2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury** arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - b. has been discharged or dispersed therefrom; or
 - c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
 2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Pollution

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

CHUBB®

General Liability**Policy Exclusions****Pollution**
(continued)

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or
4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**;
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
- was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

- B. This insurance does not apply to any loss, cost or expense arising out of any:
 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

Policy Exclusions

Pollution (continued)

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Recall Of Products, Work Or Impaired Property

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.



General Liability

Conditions

(continued)

Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

Duties In The Event Of Occurrence, Offense, Claim Or Suit

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **occurrence** or offense happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **occurrence** or offense.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;
 2. the injured person; or
 3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);



General Liability

Conditions

Other Insurance (continued)

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.



General Liability

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Advertisement

Advertisement means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising Injury

Advertising injury means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Definitions*(continued)*

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Impaired Property

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Insured Contract**Insured contract:**

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
2. giving directions or instructions, or failing to give them.



General Liability

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Intellectual Property Law Or Right

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Loading Or Unloading

Loading or unloading:

- A. means the handling of property:
1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
 2. while it is in or on an aircraft, **auto** or watercraft; or
 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Mobile Equipment
(continued)

- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
1. power cranes, shovels, loaders, diggers or drills; or
 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
 1. separating the isotopes of plutonium or uranium;
 2. processing or utilizing **nuclear spent fuel**; or
 3. handling, processing or packaging **nuclear waste**;
- C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
 1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
 2. two-hundred-fifty (250) grams of uranium 235; or

CHUBB®

General Liability**Definitions**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility
(continued)

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means **by-product material**, **source material** or **special nuclear material**.

By-product material, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Definitions*(continued)*

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Personal Injury

Personal injury means injury, other than **bodily injury, property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 2. violates a person's right of privacy; or
- E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products-Completed Operations Hazard**Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product or your work**, except:
 1. products that are still in your physical possession; or
 2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
 1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;



General Liability

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Products-Completed Operations Hazard (continued)

2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

Property Damage

Property damage means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

- A. means any:
 1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose assets or business you have acquired; and
 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
 2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Work

Your work:

- A. means any:
 - 1. work or operations performed by:
 - a. you or on your behalf; or
 - b. a person or organization whose assets or business you have acquired; and
 - 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
 - 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
 - 2. the providing of or failure to provide instructions or warnings.

**EXHIBIT A –
Part 3**

Liability Insurance

Liquor Liability

Table Of Contents

Section	Page No.
Coverage	3
Investigation, Defense And Settlements	3
Supplementary Payments	4
Coverage Territory	4
Who Is An Insured	5
Limits Of Insurance	7
Exclusions	7
Conditions	8
Definitions	13

L
I
A
B
I
L
I
T
Y

C
O
N
T
R
A
C
T

L
I
Q
U
O
R

L
I
A
B
I
L
I
T
Y

THIS PAGE INTENTIONALLY LEFT BLANK



Liquor Liability

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverage

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury** or **property damage** to which this coverage applies. Liability for such **bodily injury** or **property damage** must be imposed on the **insured** by reason of the selling, serving or furnishing of any alcoholic beverage.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend the **insured**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

**Investigation, Defense
And Settlements**

(continued)

We may, at our discretion, investigate any **bodily injury** or **property damage** and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

**Supplementary
Payments**

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments; or
 - b. release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
 - 1. attorney fees or litigation expenses; or
 - 2. other loss, cost or expense;

in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies within the following territorial limits:

- A. The United States of America (including its possessions and territories), Puerto Rico and Canada;
- B. International waters or airspace, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any place not included in A. above; or

CHUBB®

Liquor Liability**Coverage Territory**
(continued)

- C. All other parts of the world if:
1. The **bodily injury** or **property damage** arises out of:
 - a. Goods or products sold by you in the territory described in A. above; or
 - b. The activities of a person whose home is in the territory described in A. above, but is away for a short time on your business; and
 2. The **insured's** responsibility to pay damages is determined in a **suit on the merits**, in the territory described in A. above or in a settlement we agree to.

Who Is An Insured**Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

Who Is An Insured**Employees
(continued)**

However, no **employee** is an **insured** for:

A. **bodily injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

This limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

**Subsidiary Or Newly
Acquired Or Formed
Organizations**

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

**Limitations On Who Is An
Insured**

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
 1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any **bodily injury** or **property damage** that occurred, in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.



Liquor Liability

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Aggregate Limit

Subject to the Each Common Cause Limit, the Aggregate Limit is the most we will pay for damages under **bodily injury** and **property damage** coverage as the result of the selling, serving or furnishing of alcoholic beverages.

Each Common Cause Limit

The Each Common Cause Limit is the most we will pay for the sum of damages under **bodily injury** and **property damage** coverage because of all **bodily injury** and **property damage** as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

Any amount paid for damages arising out of **bodily injury** or **property damage** will reduce the amount of the Aggregate Limit available for payment of damages arising out of any other **bodily injury** or **property damage**.

If the Aggregate Limit has been reduced by payment of damages to an amount that is less than the Each Common Cause Limit stated in the Declarations, the remaining Aggregate Limit is the most that will be available for payment of damages arising out of any other **bodily injury** or **property damage**.

Exclusions

Employer's Liability

- A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured's** business.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

Exclusions*(continued)***Expected Or Intended Injury**

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Invalid License

This insurance does not apply to **bodily injury** or **property damage** arising out of any alcoholic beverage sold, served or furnished when any license or permit required by law has not been obtained or is suspended, canceled, revoked or has expired.

Other Insurance

This insurance does not apply to any **bodily injury** or **property damage** with respect to which other insurance is afforded, or would be afforded but for the exhaustion of its limits of insurance.

This exclusion does not apply if the other insurance responds to liability for **bodily injury** or **property damage** imposed on the **insured** by reason of the selling, serving or furnishing of any alcoholic beverage.

Your Products

This insurance does not apply to **bodily injury** or **property damage** arising out of **your products**.

This exclusion does not apply to **bodily injury** or **property damage** for which the **insured** or the **insured's** indemnitee may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

Workers' Compensation And Similar Laws

This insurance does not apply to any obligation of the **insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions**Arbitration**

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.



Liquor Liability

Conditions

(continued)

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

Duties In The Event Of Bodily Injury, Property Damage, Claim Or Suit

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **bodily injury** or **property damage** that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **bodily injury** or **property damage** happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **bodily injury** or **property damage**.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;
 2. the injured person; or

Conditions

Duties In The Event Of Bodily Injury, Property Damage, Claim Or Suit (continued)

3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of any **bodily injury** or **property damage** by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **bodily injury** or **property damage**.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of any **bodily injury** or **property damage** that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary.

Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

CHUBB®**Liquor Liability****Conditions****Other Insurance
(continued)**

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

THIS PAGE INTENTIONALLY LEFT BLANK

CHUBB®

Liquor Liability**Definitions**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Property Damage

Property damage means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

- A. means any:
 - 1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose assets or business you have acquired; and
 - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
 - 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
 - 2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Liability Insurance**Employee Benefits Errors Or Omissions****Table Of Contents**

Section	Page No.
<i>Who Is Insured</i>	3
<i>Coverage</i>	4
<i>Limits Of Insurance</i>	4
<i>Investigation, Defense And Payment Of Damages</i>	5
<i>Supplementary Payments</i>	5
<i>Coverage Territory</i>	6
<i>Exclusions</i>	6
<i>Extended Reporting Periods</i>	8
<i>Conditions</i>	9
<i>Definitions</i>	13

L
I
A
B
I
L
I
T
YC
O
N
T
R
A
C
TE
M
P
L
O
Y
E
EB
E
N
E
F
I
T
SE
R
R
O
R
SO
RO
M
I
S
S
I
O
N
S

THIS PAGE INTENTIONALLY LEFT BLANK



Employee Benefits Errors Or Omissions

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Throughout this policy the words "you" and "your" refer to the Named **Insured** shown in the Declarations of this policy, and any other person or organization qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the Named **Insured**, other persons or organizations qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is Insured section of this contract.

THIS INSURANCE PROVIDES CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE READ THIS INSURANCE CAREFULLY.

Who Is Insured

Sole Proprietorship

If you are an individual, you and your spouse are **insureds**, but only with respect to the conduct of a business of which you are the sole owner.

Partnership Or Joint Venture

If you are a partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only with respect to the conduct of your business.

Other Organizations

If you are an organization other than a partnership, joint venture or limited liability company, you are an **insured**. Your executive officers and directors are **insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **insureds** but only with respect to their liability as stockholders.

Any Other Authorized Person

Any other natural person for whose acts you are legally liable is an **insured**, provided such natural person is authorized to act in the **administration** of your **employee benefit programs**.

Subsidiaries Or Newly Acquired Or Formed Organizations

If there is no other similar insurance available, the following will qualify to be a named **insured**:

- Any financially controlled subsidiary of yours; or
- any organization you newly acquired or formed during the policy period, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. This coverage is effective on the acquisition or formation date and is afforded only until the end of the policy period during which the acquisition or formation took place.

No subsidiary or newly acquired or formed organization is an **insured** with respect to any **claim** arising from the **administration** of **employee benefit programs** that occurred before you acquired or formed the organization.

Who Is Insured*(continued)***Limitation On Who Is Insured**

No one is an **insured** for the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

Coverage

Subject to the applicable Limits Of Insurance, we will pay damages the **insured** becomes legally obligated to pay for any **claim** arising out of a negligent act, error or omission to which this insurance applies, by or on behalf of the **insured** in the **administration of employee benefit programs**.

The **claim** must be made by:

- your employee;
- your former employee;
- the beneficiaries or legal representatives of your employee or former employee; or
- your prospective employee.

This insurance applies to a negligent act, error or omission only if a **claim** is first made against any **insured** during the policy period.

This insurance does not apply to any negligent act, error or omission which:

- occurred prior to the Retroactive Date stated in the Declarations of this insurance;
- occurred on or between the Retroactive Date stated in the Declarations of this insurance and the last day of the policy period stated in the Declarations of this insurance if, on the effective date of this insurance, the **insured** had knowledge of or should have known of any circumstances which might have resulted in a **claim**; or
- occurs after the policy period stated in the Declarations of this insurance.

For purposes of this insurance:

- a **claim** by a person or organization will be deemed to have been made when notice of such **claim** is received and recorded by any **insured**, our licensed agent, or by us, whichever comes first; and
- all **claims** by the same person or organization as a result of a negligent act, error or omission will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- **insureds**;
- **claims** made or **suits** brought; or
- persons or organizations making **claims** or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.



Employee Benefits Errors Or Omissions

Limits Of Insurance (continued)

We may pay part or all of the deductible to settle any **claim** or **suit**; and when notified, the **insured** agrees to promptly reimburse us for the deductible paid.

All **claims** arising from a single negligent act, error or omission or a series of related negligent acts, errors or omissions shall be deemed to be a single **claim**.

Aggregate Limit

Subject to the Each Claim Limit, the Aggregate Limit is the most we will pay for the sum of:

- damages for all **claims**; and
- payments made for defense and Supplementary Payments.

Each Claim Limit

The Each Claim Limit is the most we will pay for all damages for each **claim**, including payments made for defense and Supplementary Payments, in excess of the deductible stated in the Declarations.

Any amount paid for damages, defense and Supplementary Payments for each **claim** will reduce the amount of the Aggregate Limit available for payment of damages, defense and Supplementary Payments for any other **claim**.

If the Aggregate Limit has been reduced by payment of damages, defense and Supplementary Payments for **claims** to an amount that is less than the Each Claim Limit, the remaining Aggregate Limit is the most that will be available for payment of damages, defense and Supplementary Payments for any other **claim**.

Investigation, Defense And Payment Of Damages

We will have the right and duty to defend any **insured** against a **suit** seeking damages for any **claim** arising out of a negligent act, error, or omission. However, we will have no duty to defend any **insured** against a **suit** seeking damages to which this insurance does not apply. We may at our discretion investigate any negligent act, error, or omission and settle any **claim** or **suit** that may result.

The amount we will pay for damages is limited as described in Limits Of Insurance. Our right and duty to defend end when we have used up the applicable Limit Of Insurance in the payment of defense, judgments or settlements and payments under Supplementary Payments.

The amount we pay to defend any **suit** is part of and will reduce the Each Claim Limit under Limits Of Insurance.

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments shown below.

Supplementary Payments

Subject to the Limits Of Insurance, we will pay with respect to any **claim** we investigate or settle, or any **suit** against an **insured** we defend:

- A. all expenses we incur;
- B. the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available. We do not have to furnish these bonds;
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$300 a day because of time off from work;
- D. costs taxed against the **insured** in the **suit**;

Supplementary Payments
(continued)

- E. prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and
- F. all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Each payment we make under Supplementary Payments will reduce the Each Claim Limit under Limits Of Insurance with the following exceptions:

- A. salaries and expenses of our employees or the **insured's** employees, other than:
 - 1. that portion of our employed attorneys' fees, salaries and expenses allocated to a specific **claim** or **suit**;
 - 2. the expenses described in C. above; and
- B. fees and expenses of independent adjusters we hire.

Coverage Territory

This insurance applies anywhere. However, the **insured's** responsibility to pay damages must be determined in a **suit** on the merits, in the United States of America, its territories or possessions, Canada or Puerto Rico, or in a settlement we agree to.

Exclusions

Bodily Injury, Property Damage, Advertising Injury Or Personal Injury

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury**.

Benefits Due

This insurance does not apply to payments which are required pursuant to any **employee benefits program**.

Contractual Liability

This insurance does not apply to liability of others for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the **insured** would have in the absence of such contract or agreement.

Discrimination Or Humiliation

This insurance does not apply to actual or alleged humiliation or unlawful discrimination.

Dishonest Acts

This insurance does not apply to any dishonest, fraudulent, criminal or malicious act, error or omission by or on behalf of any **insured**, whether acting alone or in collusion with others.

Expected Or Intended Damage

This insurance does not apply to any **claim** which results from an act that:

- is intended by the **insured**; or



Employee Benefits Errors Or Omissions

Exclusions

Expected Or Intended Damage (continued)

- can be expected from the standpoint of a reasonable person to cause damage, even if the damage is of a different degree or type than actually intended or expected.

Fines, Penalties, Punitive Or Exemplary Damages

This insurance does not apply to any assessment, penalty, fine, or punitive or exemplary damages.

Millennium Date Change

This insurance does not apply to any **claim** arising out of:

1. the actual or potential inability of any:
 - hardware, software, operating system, network, microprocessor;
 - other computer, data processing or communications system equipment or component; or
 - other system, equipment or component that communicates with any of the foregoing, to accept, retrieve, recognize, understand, interpret, identify, distinguish, process, communicate or otherwise use:
 - any date subsequent to December 31, 1999; or
 - information or code which contains dates subsequent to December 31, 1999; or
2. the rendering of, or failure to render, any service or advice in connection with paragraph 1. above.

Performance Failure

This insurance does not apply to:

- the failure of performance of any contract by an insurer;
- the failure of any investment plan to perform as represented by an **insured**;
- the inability of **employee benefit programs** to meet their obligation due to insolvency or inadequate funds; or
- the investment, divestment or non-investment of funds.

Statutory Obligation To Employees Or Plans

This insurance does not apply to the **insured's** failure to comply with the provisions of the Internal Revenue Code, any law concerning workers compensation, unemployment compensation, social security or disability benefits, any employment severance law, or the Employee Retirement Income Security Act of 1974 or any similar State or Federal legislation that has been or may be enacted.

This exclusion does not apply to the **administration** of **employee benefit programs**.

Termination Of Any Employee Benefit Programs

This insurance does not apply to the termination of any **employee benefit programs**.

Exclusions*(continued)***Wrong Advice**

This insurance does not apply to advice given by an **insured** to an employee to participate or not to participate in any investment subscription plan.

Extended Reporting Periods**Basic Extended Reporting Period**

A Basic Extended Reporting Period is automatically provided. Under this provision:

- **claims** first made within 60 days after the end of the policy period; or
- **claims** first made within five years after the end of the policy period for negligent acts, errors or omissions reported to us within 60 days after the end of the policy period

will be deemed to have been made during the policy period of this policy.

The Basic Extended Reporting Period does not apply to **claims** that are covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance applicable to such **claims**.

Notification of **claims** must be in accordance with paragraphs A. and B. of the Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit provision of the Conditions.

Supplemental Extended Reporting Period

A Supplemental Extended Reporting Period is available only by an endorsement and for an additional premium:

- A. If purchased, this period starts at the end of the Basic Extended Reporting Period and will be for 10 years. **Claims** first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period of this policy, but will be subject to the separate aggregate limit of insurance set forth in paragraph C., below.
- B. You must give us a written request to purchase a Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- C. If you comply with paragraph B., above, we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate aggregate limit of insurance described below, but only for **claims** to which the Supplemental Extended Reporting Period applies. The separate aggregate Limit Of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.

The Aggregate Limit as shown in the Limits Of Insurance section will be amended accordingly. The Each Claim Limit shown in the Declarations will continue to apply, as set forth in the Limits of Insurance section.
- D. We will determine the additional premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium for this insurance.
- E. The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.



Employee Benefits Errors Or Omissions

Extended Reporting Periods

(continued)

When Extended Reporting Periods Apply

We will automatically provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period if:

- A. this insurance is canceled or not renewed; or
- B. we renew or replace this insurance with other insurance that:
 - 1. has a Retroactive Date later than the Retroactive Date shown in the Declarations for this insurance; or
 - 2. does not apply on a **claims-made** basis.

How Extended Reporting Periods Apply

Extended Reporting Periods:

- A. apply only to **claims** for:
 - 1. negligent acts, errors or omissions that occur before the end of the policy period and not before the Retroactive Date, if any, shown in the Declarations.
- B. do not:
 - 1. extend the policy period or change the scope of coverage provided; or
 - 2. reinstate or increase the Limits Of Insurance applicable to any **claim** to which this insurance applies, except as described in the Supplemental Extended Reporting Period section above.
- C. may not be canceled once in effect.

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies.

Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit

- A. You must see to it that we are notified as soon as practicable of any negligent act, error, or omission which may result in a **claim**. To the extent possible, notice should include:
 - 1. how, when and where the negligent act, error, or omission took place; and
 - 2. the names and addresses of any involved persons and witnesses.
 Notice of any negligent act, error, or omission is not notice of a **claim**.
- B. If a **claim** is made or **suit** is brought against any **insured**, you must:
 - 1. immediately record the specifics of the **claim** or **suit** and the date received; and
 - 2. notify us in writing as soon as practicable.
- C. You and any other involved **insured** must:

Conditions

Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit (continued)

1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim or suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us in the:
 - a. investigation or settlement of the **claim** or
 - b. defense of the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of a negligent act, error, or omission to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make a payment, assume any obligation, or incur any expense, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**; or
 2. any other claimant;
- to any licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of any negligent act, error, or omission by any agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or employee.
- G. Failure of an agent or employee of the **insured**, other than an officer, or his designee, to notify us of any negligent act, error, or omission which he knows about will not affect the insurance afforded you by this contract.

Legal Action Against Us

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- to sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after:

- an actual trial in a civil proceeding;
- an arbitration proceeding; or
- an alternative resolution proceeding,

but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for a loss we cover under this insurance, our obligations are limited as follows:

Excess Insurance

This insurance is excess over and above any other valid and collectible insurance (including any deductible or self-insured portion) or agreement of indemnity, available to you.



Employee Benefits Errors Or Omissions

Conditions

Other Insurance (continued)

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to the **administration of employee benefits programs** on other than a claims made basis, if:

- no Retroactive Date is shown in the Declarations of this insurance; or
- the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

We will have no duty under this insurance to defend any **insured** against a **suit** that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums identified by an asterisk are estimated premiums and are subject to audit. In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums in the Liability Insurance section of this policy. In that event, these premiums will also be subject to audit and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom **claim** is made or **suit** is brought.

Transfer Of Rights Of Recovery

If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

THIS PAGE INTENTIONALLY LEFT BLANK



Employee Benefits Errors Or Omissions

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Administration

Administration means:

- informing employees of the content of;
- giving advice, other than legal advice, about;
- handling of records in connection with; or
- effecting enrollment, termination or cancellation of employees under, **employee benefit programs**, provided such acts are authorized by you.

Advertising

Advertising means any advertisement, publicity article, broadcast or telecast.

Advertising Injury

Advertising injury means injury, other than **bodily injury** or **personal injury**, arising solely out of one or more of the following offenses committed in the course of **advertising** of your goods, products or services:

- oral or written publication of advertising material that slanders or libels a person or organization;
- oral or written publication of advertising material that violates a person's right of privacy; or
- infringement of copyrighted advertising materials or infringement of trademarked or service marked titles or slogans.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Bodily Injury

Bodily injury means physical injury, sickness, disease, mental anguish, mental injury, shock, or humiliation sustained by a person; it also includes death at any time resulting therefrom.

Claim

Claim means a demand for damages.

Employee Benefit Programs

Employee benefit programs means group life insurance, group health insurance, group dental insurance, group automobile insurance, group homeowners insurance, educational tuition reimbursement plans, individual retirement account (IRA) plans, Internal Revenue Code Section 401(K) plans and amendments thereto, profit sharing plans, pension plans, employee investment subscription plans, workers compensation, unemployment insurance, social security, disability benefits insurance or travel, savings or vacation plans.

Insured

Insured means any person or organization qualifying as an insured under the Who Is Insured provision and against whom **claim** is made or **suit** is brought.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Personal Injury

Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses committed in the course of your business, other than your **advertising**:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution;
- C. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor;
- D. oral or written publication of material that slanders or libels a person or organization; or
- E. oral or written publication of material that violates a person's right of privacy.

Property Damage

Property damage means:

- physical injury to or destruction of tangible property including the resulting loss of use of that property; or
- loss of use of tangible property that is not physically injured.

Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** also includes:

- an arbitration proceeding in which such damages are **claimed** and to which the **insured** must submit or does submit with our consent; or
- any other alternative dispute resolution proceeding in which such damages are **claimed** and to which the **insured** submits with our consent.

Liability Insurance Section

Endorsements

CHUBB®

Liability Insurance

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020
Effective Date MAY 1, 2019
Policy Number 7956-75-28
Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS
LIQUOR LIABILITY

Under Conditions, the provision titled Premium Audit is deleted and replaced by the following.

Conditions

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®**Liability Insurance****Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement**

**Information Laws,
Including Unauthorized
Or Unsolicited
Communications**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged or threatened violation of:

- the United States of America CAN-SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction.
- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®
3277893

Liability Insurance

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020
Effective Date MAY 1, 2019
Policy Number 7956-75-28
Insured ANOTHER PLANET ENTERTAINMENT, LLC
Name of Company VIGILANT INSURANCE COMPANY
Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

Exclusion Endorsement

Intellectual Property Laws Or Rights

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:
1. assertion; or
 2. infringement or violation;
- by any person or organization (including any **insured**) of any **intellectual property law or right**.
- B. further, this insurance does not apply to the entirety of all allegations in any claim or **suit**, if such claim or **suit** includes an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in the claim or **suit**.
- C. this exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an offense described in the definition of **advertising injury** to which this insurance applies.

Liability Endorsement
(continued)

The following definition is added to this policy and replaces any similar definition contained therein.

Definitions

**Intellectual Property Law
Or Right**

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, passing off or similar practices.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.

CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

LIQUOR LIABILITY

Under Coverage, the provision titled Bodily Injury And Property Damage Liability Coverage is deleted and replaced by the following.

Coverage***Bodily Injury And
Property Damage
Liability Coverage***

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury** or **property damage** to which this coverage applies. Liability for such **bodily injury** or **property damage** must be imposed on the **insured** by reason of the furnishing, selling or serving of any alcoholic beverage.

For the purposes of this insurance, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will be deemed furnishing, selling or serving alcoholic beverages.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Coverage

***Bodily Injury And
Property Damage
Liability Coverage
(continued)***

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. W. Q.", written above a horizontal line.

CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Coverages, the following coverages are added.

Coverages**Product Withdrawal Expenses**

Subject to all the terms and conditions of this insurance, we will reimburse the **insured** for reasonable and necessary **product withdrawal expenses** paid or incurred by such **insured** solely because an **insured product** has a **defect**.

This insurance applies only if:

- such **defect** is first reported to us by an **insured** in writing during the policy period;
- such expenses are directly related to such **defect**; and
- coverage for the **insured product** is included in the **products-completed operations hazard**.

All reports in connection with the same **defect** will be deemed to have been made at the time the first of those reports is made to us by any **insured** in writing.

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

We have no other obligation or liability to reimburse sums or perform acts or services under this coverage.

Coverages*(continued)***Crisis Assistance Expenses**

Subject to all the terms and conditions of this insurance, we will pay reasonable and necessary **crisis assistance expenses** incurred by the **insured** arising out of a **crisis event** that first commences during the policy period, provided that:

- such **crisis event** is first reported to us by the **insured** in writing during the policy period; and
- such **crisis assistance expenses** are directly related to the **crisis event**.

A **crisis event** will be deemed to first commence when a **key executive** first becomes aware of such **crisis event**.

A **crisis event** will be deemed to end at the earliest of the following times:

- one hundred and eighty (180) days after the notice of such **crisis event** was given to us; or
- when the Crisis Assistance Aggregate Limit shown in the Schedule has been used up.

All reports in connection with the same **crisis event** will be deemed to have been made at the time the first of those reports is made to us by any **insured** in writing.

Any payment of **crisis assistance expenses** that we make will not be an acknowledgement of coverage under this insurance.

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

We have no other obligation or liability to pay expenses or perform acts or services under this coverage.

Under Limits of Insurance, the following provisions are added.

Limits Of Insurance**Product Withdrawal Expenses Aggregate Limit**

The Product Withdrawal Expenses Aggregate Limit shown in the Schedule below is the most we will reimburse for all **product withdrawal expenses** arising out of all **defects**.

Any such sum we reimburse will reduce the amount of the Product Withdrawal Expenses Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

Crisis Assistance Expenses Aggregate Limit

The Crisis Assistance Expenses Aggregate Limit shown in the Schedule below is the most we will pay for the sum of all **crisis assistance expenses**.

Any such sum we pay will reduce the amount of the Crisis Assistance Expenses Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

CHUBB®

Liability Insurance**Endorsement**

Effective Date MAY 1, 2019

Policy Number 7956-75-28

With respect to the coverage titled Product Withdrawal Expenses, the following exclusions are added.

Exclusions**Banned Materials**

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products that have been distributed after any governmental organization has banned such goods or products (or any container, ingredient or part thereof) or declared them unsafe.

Deterioration

This insurance does not apply to any **product withdrawal expenses** in connection with:

- expiration of normal shelf life;
- normal perishability; or
- normal deterioration or decomposition;

of goods or products.

Kindred Goods Or Products

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products from any lot or batch for which it can be readily determined that none of such goods or products from that lot or batch have a **defect**, even if such **insured product** from another lot or batch of kindred goods or products have been determined to have **defects**.

Known Defects

This insurance does not apply to any **product withdrawal expenses** in connection with any **insured product** which has a **defect** if such **defect** was known, or should have been known, by any **insured** prior to the:

- effective date of this insurance; or
- delivery of such **insured product** by any **insured** or any person or organization acting on any **insured's** behalf.

Prior Goods Or Products Of Acquired Or Formed Organizations

This insurance does not apply to any **product withdrawal expenses** in connection with any goods or products manufactured, sold, handled or distributed by an organization any **insured** acquires or forms at any time, if such goods or products were manufactured, sold, handled or distributed before such **insured** acquired or formed such organization.

Waste Sites

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products located at any premises, site or location which is or was at any time used for the handling, storage, disposal, processing or treatment of waste.

Exclusions*(continued)***Willful Violation Of Law**

This insurance does not apply to any **product withdrawal expenses** in connection with any willful violation of any statute, regulation, ordinance or other law, or any governmental directive or order.

With respect to the coverages titled Product Withdrawal Expenses and Crisis Assistance Expenses, the following conditions are added.

Conditions**Abandonment**

There can be no abandonment of property to us unless we specifically agree to such abandonment in writing.

Duties In The Event Of A Crisis Event

You must see to it that within forty-eight (48) hours of a **crisis event** that would be expected by the **insured**, or from the standpoint of a reasonable person in the circumstances of the **insured**, to result in damages to which this insurance would apply that we are notified of such event.

To the extent possible, notice should include:

- how, when and where the **crisis event** took place;
- the names and addresses of any injured persons and witnesses;
- the nature and location of any injury or damage arising out of the **crisis event**; and
- the reason why the **crisis event** is likely to involve injury or damage to which this insurance applies.

Any limitation in any condition with respect to voluntary payments does not apply to the coverage titled Crisis Assistance Expenses, unless such payment is one that requires our consent as specified in the definition titled **crisis assistance expenses**.

Duties In The Event Of A Defect

- A. The **insured** must give us immediate written notice upon discovery, or upon notification by a governmental organization, that an **insured product** has a **defect** which makes it necessary to regain control over any **covered products**.
- B. All **insureds** must immediately make every reasonable effort to stop any release, shipment, consignment or other distribution of any:
 1. **covered products** which are known or suspected to have a **defect**; and
 2. kindred goods or products until it is determined that those goods or products do not have **defects**.
- C. As often as we reasonably require, any **insured** must:
 1. permit us to inspect and make copies of records which support all **product withdrawal expenses** claimed;
 2. cooperate with us in the investigation or settlement of any claim; and
 3. permit us to examine any person under oath, outside the presence of any other person and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including any **insured's** books and records. In the event of an examination, answers of the person we examine must be signed.

CHUBB®

Liability Insurance**Endorsement**

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Conditions**Duties In The Event Of A Defect**
(continued)

- D. Within ninety (90) days after any **insured**'s report of a **defect** to us, such **insured** must see to it that we are sent a sworn written statement containing the following information:
1. copy of any written notification from a governmental organization directing that control be regained over **covered products**;
 2. documentation that supports your decision to regain control over any goods or **covered products**;
 3. a complete description and proof of the **defect**, including its cause;
 4. a listing that identifies the applicable **covered products**, including batch or lot numbers, serial numbers and dates of manufacture; and
 5. an itemized estimate of the **product withdrawal expenses**.

Loss Determination

In making any loss determination under this insurance we will utilize relevant sources of information, including:

- financial records and accounting procedures; and
- bills, invoices and other vouchers.

The amount of loss will be determined based on:

- **product withdrawal expenses** which exceed normal operating expenses; and
- other necessary expenses which reduce **product withdrawal expenses** that otherwise would have been incurred.

We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use in connection with regaining control over **covered products**.

Loss Payment

We will reimburse the insured for covered **product withdrawal expenses** within thirty (30) days after we receive the sworn written statement, as described under the condition titled Duties In The Event Of Discovery Of A Defect, if all **insureds** have complied with all of the terms of this insurance, and we have reached an agreement on the amount of loss.

No Benefit To Others

This insurance is for the benefit of **insureds**. No other person or organization may benefit directly from it.

Conditions*(continued)***Other Insurance**

If any **insured** has **other insurance** covering loss which is also covered by this insurance, we will only reimburse the **insured**, or will pay for the amount of loss, to which this insurance applies, in excess of the amount due from that **other insurance**, whether collectible or not.

This provision does not apply to insurance negotiated specifically to apply in excess of this insurance.

Reduction Of Expenses

All **insureds** must take all reasonable steps to minimize **product withdrawal expenses** and **crisis assistance expenses**.

With respect to the coverage titled Product Withdrawal Expenses, under Definitions the following definitions are added.

Definitions**Covered Products**

Covered product means any:

- **insured product**; or
- goods or products which incorporate an **insured product** as a container, part or ingredient and from which the **insured product** cannot practically be removed;

which are in the possession of a person or organization, other than an **insured**, at the time the **insured** discovers a **defect** to which this insurance applies.

Defect

Defect means an actual harmful condition which:

- is not intended by any **insured**;
- a reasonable person in the circumstances of the **insured** would not expect;
- arises out of the conduct of any **insured**, or person or organization acting on behalf of any **insured**; and
- causes, or presents a substantial likelihood of causing, **injury**.

Defect does not include any actual, alleged or threatened condition arising out of malicious:

- alteration; or
- contamination;

of goods or products.

Injury

Injury means:

- A. serious physical:
 1. injury;
 2. sickness; or

CHUBB®

Liability Insurance**Endorsement**

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Definitions**Injury**
(continued)

3. disease;
sustained by a person; or
- B. substantial physical injury to tangible property.

Injury does not include physical injury to any:

- **insured product**; or
- property owned by any **insured**.

Insured Product**Insured product** means:

- A. goods or products (other than real property) manufactured, sold, handled or distributed by:
 1. any **insured**; or
 2. others trading under any **insured**'s name; and
- B. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Other Insurance**Other insurance** means a policy of insurance or any type of self-insurance or other mechanism by which an **insured** arranges for funding of loss.**Product Withdrawal Expenses****Product withdrawal expenses** means that part of the following expenses which are devoted exclusively to regaining control over **covered products**:

- broadcast, electronic, printed, telecast and telephonic announcements, communications and notices;
- transportation and storage of **covered products** or replacements thereof; or
- destruction and disposal of **covered products**,

including, but solely in connection with the foregoing:

- overtime remuneration, transportation and accommodation of the **insured**'s regular **employees**; and
- procurement, remuneration, transportation and accommodation of persons other than the **insured**'s regular **employees**.

Definitions

Product Withdrawal Expenses (continued)

Product withdrawal expenses does not include any:

- cost or expense to correct any **defect**;
- cost or expense of inspecting, adjusting or repairing any **covered product** or any other property;
- cost or expense of removing any **insured product** from any **covered products** or from any other property;
- cost of the product, replacements thereof or of any other property;
- refund to any person or organization, including any cost or expense in connection with such refund; or
- cost or expense in connection with the realization, maintenance or recovery of market share, goodwill, reputation, revenue or profit.

With respect to the coverage titled Crisis Assistance Expenses, under Definitions the following definitions are added.

Definitions

Crisis Assistance Expenses

Crisis assistance expenses means the following expenses incurred by the **insured** during a **crisis event** to which this insurance applies which are directly attributable to a **crisis event**:

- expenses to secure the scene of a **crisis event**;
- fees charged by a **crisis assistance service provider** for professional service or advice;
- funeral or related service expenses;
- psychological or grief counseling expenses;
- temporary living expenses;
- travel expenses; and
- any other expenses approved by us.

Crisis Assistance Service Provider

Crisis assistance service provider means any crisis management firm or service provider with crisis management capabilities that is hired by you, provided such firm or service provider is not you or any of your **employees** or directors, managers, **officers**, partners or workers (whether or not any of the foregoing is an **employee**).

We do not provide or make any representations or warranties in connection with the services provided by firms hired by you.

Crisis Event

Crisis event means an event that you reasonably believe has resulted, or may result in:

- damages to which this insurance applies; and
 - significant adverse regional or national media coverage.
-

CHUBB®

Liability Insurance

Endorsement

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Definitions
(continued)

Key Executive

Key executive means your:

- Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or such officer's equivalents;
- president;
- general counsel;
- director or manager (if you are a limited liability company);
- member (if you are a partnership, joint venture or limited liability company); or
- partner (if you are a partnership).

Schedule

Limits Of Insurance:

Product Withdrawal Expenses Aggregate Limit: \$50,000

Crisis Assistance Expenses Aggregate Limit: \$50,000

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS

**Investigation, Defense
And Payment Of
Damages**

Under Investigation, Defense And Payment Of Damages, the following provision is added:

With respect to any claim for damages arising out of your California operations:

- A. If a conflict of interest arises which creates a duty on our part to provide the **insured** independent counsel, we will provide such counsel unless, at the time we inform the **insured** of the possible conflict, the **insured** expressly waives, in writing, the right of such counsel.
- B. When the **insured** has selected independent counsel:
 1. we require that the selected counsel have at least five years of tort litigation practice which includes substantial defense experience in the subject at issue in the litigation, and they must carry errors and omissions coverage.
 2. it shall be the duty of such counsel and the **insured** to disclose to us all information concerning the action, except privileged materials relevant to coverage disputes, and to inform and consult with us in all matters relating to the action. Any claim of privilege asserted is subject to in camera review in the appropriate law and motion department of the Superior Court. Any information disclosed by the **insured** or by such counsel is not a waiver of the privilege as to any other party; and
 3. both the counsel provided by us and the counsel the **insured** has selected shall be allowed to participate in all aspects of the litigation. Counsel shall cooperate fully in the exchange of information consistent with each counsel's ethical and legal obligation to the **insured**. Nothing in this section shall relieve the insured of their duty to cooperate with us under the terms of this insurance policy.

Liability Endorsement
(continued)

- C. Our obligation to pay fees to counsel selected by the **insured** is limited to the rates which we actually pay to counsel we retain in the ordinary course of business in the defense of similar actions in the community where the claim is being defended. Any dispute concerning counsel fees shall be resolved by final and binding arbitration by a single neutral arbitrator selected by the parties to the dispute.
- D. No conflict of interest shall be deemed to exist as to the allegations of punitive damages or be deemed to exist solely because an **insured** is sued for an amount in excess of the insurance policy limits.
- E. You are required to see to it that records pertinent to counsel fees are maintained. These records will be used to determine the allocation of any counsel fees for which you may be solely responsible, including for the investigation, defense or settlement of an allegation not covered by this insurance.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Investigation, Defense And Settlements, the following provision is added:

**Investigation, Defense
And Settlements**

With respect to any claim for damages arising out of your California operations:

- A. If a conflict of interest arises which creates a duty on our part to provide the **insured** independent counsel, we will provide such counsel unless, at the time we inform the **insured** of the possible conflict, the **insured** expressly waives, in writing, the right of such counsel.
- B. When the **insured** has selected independent counsel:
 1. we require that the selected counsel have at least five years of tort litigation practice which includes substantial defense experience in the subject at issue in the litigation, and they must carry errors and omissions coverage.
 2. it shall be the duty of such counsel and the **insured** to disclose to us all information concerning the action, except privileged materials relevant to coverage disputes, and to inform and consult with us in all matters relating to the action. Any claim of privilege asserted is subject to in camera review in the appropriate law and motion department of the Superior Court. Any information disclosed by the **insured** or by such counsel is not a waiver of the privilege as to any other party; and

Liability Endorsement
(continued)

3. both the counsel provided by us and the counsel the **insured** has selected shall be allowed to participate in all aspects of the litigation. Counsel shall cooperate fully in the exchange of information consistent with each counsel's ethical and legal obligation to the **insured**. Nothing in this section shall relieve the insured of their duty to cooperate with us under the terms of this insurance policy.
- C. Our obligation to pay fees to counsel selected by the **insured** is limited to the rates which we actually pay to counsel we retain in the ordinary course of business in the defense of similar actions in the community where the claim is being defended. Any dispute concerning counsel fees shall be resolved by final and binding arbitration by a single neutral arbitrator selected by the parties to the dispute.
- D. No conflict of interest shall be deemed to exist as to the allegations of punitive damages or be deemed to exist solely because an **insured** is sued for an amount in excess of the insurance policy limits.
- E. You are required to see to it that records pertinent to counsel fees are maintained. These records will be used to determine the allocation of any counsel fees for which you may be solely responsible, including for the investigation, defense or settlement of an allegation not covered by this insurance.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Who Is An Insured

Under Who Is An Insured, the following provisions are added:

Lessors Of Equipment

Any person or organization designated below, from whom you lease equipment are **insureds**, but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Designated Lessors Of Leased Equipment:

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

Lessors Of Premises

Any person or organization designated below, from whom you lease premises are **insureds**, but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;

Who Is An Insured
(continued)

- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Designated Lessors Of Premises:

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. Q.", written over a horizontal line.



Liability Insurance

Endorsement

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the provisions titled Lessors Of Equipment and Lessors Of Premises are deleted.

Who Is An Insured

Lessors Of Equipment

Lessors Of Premises

Under Bodily Injury/Property Damage Exclusions, the exclusion titled Aircraft, Auto Or Watercraft is deleted and replaced with the following:

Bodily Injury/Property Damage Exclusions

Aircraft, Auto Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

**Bodily Injury/Property
Damage Exclusions**

*Aircraft, Auto Or
Watercraft
(continued)*

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
 - 1. is less than fifty-five (55) feet long; and
 - 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

**Bodily Injury/Property
Damage Exclusions**

*Breach Of Field Of
Entertainment Or Media
Production Contract*

This insurance does not apply to **bodily injury** or **property damage** arising out of a breach of any **field of entertainment or media production** contract by any **insured**.

Under Advertising Injury/Personal Injury Exclusions, the exclusion titled Media Type Business is deleted.

**Advertising Injury/
Personal Injury
Exclusions**

Media Type Business

Under Policy Exclusions, the following exclusion is added:

Policy Exclusions

*Field Of Entertainment Or
Media Production*

This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of:

- libel, slander or any other form of defamation; or
- any infringement, interference, invasion or violation of a personal right of privacy;

committed by any person or organization arising out of or related to the **field of entertainment or media production**.

CHUBB®

Liability Insurance**Endorsement**

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Under Definitions, the definition titled Insured Contract is deleted and replaced with the following:

Definitions**Insured Contract****Insured contract:**

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include:

1. any contract or license whether implied in fact or in law, resulting from the alleged submission of program, musical or literary material used by any **insured in the field of entertainment or media production.**
2. that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:
 - preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
 - giving directions or instructions, or failing to give them.

Under Definitions, the following definition is added:

Definitions**Field Of Entertainment Or Media Production****Field of entertainment or media production** means the production of any material for the purpose of the:

- creation;
- production;
- **advertisement;**
- distribution;

Definitions

*Field Of Entertainment Or
Media Production
(continued)*

- exhibition;
- publishing;
- telemarketing;
- promoting; or
- attracting the general public or a specific market;

to use or view a specific artistic, commercial, informational or instruction presentation by any **insured**.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Definitions, the definition titled **Personal Injury** is deleted and replaced with the following:

Definitions**Personal Injury**

Personal injury means injury, other than **bodily injury, property damage or advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of the landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
 - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or

Definitions

Personal Injury
(continued)

2. violates a person's right of privacy.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. W. Q.", written over a horizontal line.

CHUBB®

Liability Insurance

Endorsement

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

The following provision is added to this policy.

Non-Accumulation Of Limits Of Insurance

If this insurance contract is one of several insurance contracts issued by us or other member companies of the Chubb Group of Insurance Companies to you, or your subsidiary organizations, then any claim that could be covered under two or more contracts will be subject to the limits of insurance under the contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one contract.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS
LIQUOR LIABILITY
GENERAL LIABILITY

A new section titled Terrorism Provisions is added to the end of this contract.

Terrorism Provisions**Certified Act Of
Terrorism Exclusion**

This insurance does not apply to any loss, cost or expense arising, directly or indirectly, out of a **certified act of terrorism**.

**Application Of
Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy.

A new section titled Terrorism Definitions is added.

Terrorism Definitions**Certified Act Of Terrorism**

Certified act of terrorism means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;
and
- B. that results in damage:
 - 1. within the **United States**; or

Liability Endorsement
(continued)

2. outside of the **United States** in the case of:
- a. an air carrier or vessel as described in the **terrorism law**; or
 - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
 - influence the policy or affect the conduct of the Government,
- of the **United States**.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 as amended.

United States

United States means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

**Exclusion
Endorsement**

*Professional Liability,
Total*

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failure to render any professional service, advice or instruction whether or not such service, advice or instruction is ordinary to any **insured's** profession and regardless of whether or not a claim or **suit** is brought by any client or any other person or organization.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®**Liability Insurance****Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement**

**Alcoholic Beverage
Liability, Total**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense:

- A. arising out of any causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were brought on your premises.
- B. arising out of any furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.
- C. for which any person or organization may be held liable by reason of any ordinance, regulation or statute relating to the distribution, gift, sale or use of alcoholic beverages.
- D. arising out of any providing or failing to provide transportation with respect to any person that may be under the influence of alcohol in connection with any circumstances described in subparagraphs A., B. or C. above.

This exclusion applies whether or not:

- any charge is made for furnishing or serving alcoholic beverages.
- the purpose of furnishing or serving alcoholic beverages is for financial gain or livelihood.
- any license is required for furnishing or serving alcoholic beverages.

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. H. W.", written over a horizontal line.

CHUBB®

Liability Insurance

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS
LIQUOR LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

**Exclusion
Endorsement**

**Abuse Or Molestation,
Total**

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- A. actual or threatened abuse or molestation by anyone of any person; or
- B. 1. employment, investigation, retention or supervision; or
- 2. reporting to or failure to report to the proper authorities;

of any person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by subparagraph A. above.

All other terms and conditions remain unchanged.

Authorized Representative _____ 

CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, the following provisions are added.

Limits Of Insurance

*Per Location Or Per
Project Limit Of
Insurance With
Combined Total
Aggregate Limit*

- A. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which can be attributed only to operations at a single **location** or at a single designated **project**, is described in paragraphs A.1. through A.4. below.
1. A separate General Aggregate Limit will apply to each **location** or **project**, and such limit is equal to the General Aggregate Limit shown in the Declarations.
 2. Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit described in subparagraph A.1. above is the most we will pay for the sum of all damages for **bodily injury** and **property damage**, except in connection with injury or damage included in the **products-completed operations hazard**, and for all **medical expenses**, regardless of the number of:
 - a. **insureds**;
 - b. claims made or **suits** brought; or
 - c. persons or organizations making claims or bringing **suits**.

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit (continued)

3. Any amount paid for damages or **medical expenses** will reduce the amount of the separate General Aggregate Limit described in subparagraph A.1. above available for any other payment for that **location** or **project**. Such payments will not reduce the General Aggregate Limit shown in the Declarations and they will not reduce the separate General Aggregate Limit for any other operations at a single **location** or single **project**.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate General Aggregate Limit.
- B. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which cannot be attributed only to operations at a single **location** or a single **project**, is described in paragraphs B.1 and B.2 below.
1. Any amount paid for damages or **medical expenses** will reduce the amount of the General Aggregate Limit available for any other payment; and
 2. Payments described in subparagraph B.1. above will not reduce the separate General Aggregate Limit applicable to operations at a single **location** or a single **project**.
- C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule is the most we will pay for the combined sum of amounts described in paragraphs A. and B. above, regardless of the number of **locations** or **projects**.
- D. If applicable, any payments we make for **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit regardless of the number of **locations** or **projects**, and will not reduce the General Aggregate Limit or the separate General Aggregate Limit applicable to a single **location** or a single **project**.
- E. If the applicable **project** has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the **project** will still be deemed to be the same **project**. **Project** will be deemed to include, collectively, all **locations** and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such **project**.
- F. The provisions of the section titled Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

As used in this endorsement, the following words and phrases have special meanings described below.

Definitions

Location

Location means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Project

Project means a project (taking place away from premises owned by or rented to you) on which you are performing operations.

CHUBB®

Liability Insurance

Endorsement

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Schedule

Combined Total Aggregate Limit: \$ 10,000,000

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS
LIQUOR LIABILITY
GENERAL LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

**Exclusion
Endorsement**

**Biological Agents,
Total**

With respect to all coverage(s) under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **biological agents**.
- B. this insurance does not apply to any damages, loss, cost or expense arising out of any:
- request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **biological agents**; or
 - claim or proceeding by or on behalf of a governmental authority or others for damages, loss, cost or expense because of testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **biological agents**.

Liability Endorsement
(continued)

The following definition is added to this policy and replaces any similar definition contained therein.

Definitions

Biological Agents

Biological agents means any:

- A. 1. bacteria;
- 2. mildew, mold or other fungi;
- 3. other microorganisms; or
- 4. mycotoxins, spores or other by-products of any of the foregoing;
- B. viruses or other pathogens (whether or not a microorganism); or
- C. colony or group of any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

LIQUOR LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

**Exclusion
Endorsement**

Asbestos

With respect to all coverage(s) under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. this insurance does not apply to any damages, loss, cost or expense arising out of any:
 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages, loss, cost or expense because of testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects **asbestos**.

Liability Endorsement
(continued)

Definitions

The following definition is added to this policy and replaces any similar definition contained therein.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. Q.", written over a horizontal line.

CHUBB®**Liability Insurance****Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS
LIQUOR LIABILITY

The following section, titled Deductibles, is added to the forms described above and replaces any applicable deductible provisions contained therein.

Deductibles**Basis And Amounts Of Deductibles**

As used in this endorsement, words and phrases that appear in "quotation marks" have special meanings as described in the Deductible Definitions provision of this endorsement.

The provisions of this Deductible section apply to the Coverages as indicated in the Declarations and this endorsement. Each Deductible applies separately from and in addition to any other Deductible.

If the applicable Deductible is indicated to apply on the basis of:

- Each Claim, then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss allocable to each separate person and organization that arises out of each separate "event."
- Each "Event," then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss that arises out of each separate "event."

Deductible amounts:

- A. starting with the beginning of the policy period shown in the Declarations, apply separately to each consecutive annual period and to any remaining period and to any extension period.

Liability Endorsement
(continued)

- B. will not be less than the amounts as indicated in the Declarations and this endorsement, regardless of whether this insurance (or this endorsement) is:
1. issued for a policy period of less than twelve (12) months; or
 2. terminated before the end of the policy period shown in the Declarations for any reason.

**Deductible Obligations
(Excess And
Reimbursement)**

This insurance applies to amounts in excess of Deductibles, and ultimately you are obligated for amounts within Deductibles, regardless of whether we pay or incur amounts within Deductibles.

Deductibles apply to the amounts first paid or incurred for "damages/loss" and "deductible expenses" (to which this insurance would apply but for the Deductible) as such amounts are first paid or incurred.

If we pay or incur any "damages/loss" or "deductible expenses" within any Deductible, then you must promptly reimburse us for all such "damages/loss" and "deductible expenses." Regardless of whether we pay any "damages/loss," you must promptly reimburse us for all "deductible expenses" within any Deductible.

There is no aggregate limit applicable to your Deductible Obligations, and you must promptly pay or reimburse all amounts described in this provision regardless of the number of losses.

The first named insured shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance). Each named insured is jointly and severally liable for any and all such amounts.

Failure to promptly reimburse us (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance) shall be deemed an event of nonpayment of premium.

**Investigation, Defense,
Settlements And Rights
Of Recovery**

Regardless of the application of any Deductible:

- A. the terms and conditions of this insurance continue to apply, including those with respect to:
1. our rights to investigate any claim or "event" and to make any settlements; and
 2. the insured's duties in the event of any claim, "event" or suit.
- B. we may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.
- C. our rights of recovery against others continue to apply. Any amount recovered will be apportioned as follows:
1. first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have paid or incurred (including costs or expenses of such recovery proceedings) in connection with amounts that exceed any Deductible.



Liability Insurance

Endorsement

Effective Date MAY 1, 2019

Policy Number 7956-75-28

-
2. then, remaining amounts recovered will be applied to reimburse you and us, in accordance with the respective interests in connection with amounts within any Deductible (including costs or expenses of such recovery proceedings).
-

The following provision is added to Limits Of Insurance.

Limits Of Insurance

Each Claim Or "Event"

If the applicable Limit of Insurance applies on an each claim or each "event" basis, then such limit (other than an aggregate limit) will be reduced by "damages/loss" paid or incurred within the Deductible.

If expenses are described as reducing the Limits Of Insurance of the applicable Coverage, then such expenses within the Deductible will reduce such Limits Of Insurance.

The Limits Of Insurance will not be increased or reinstated regardless of the applicability of any Deductible or any amount that you must pay or reimburse in connection with any Deductible.

As used in this endorsement, the following words and phrases have special meanings as described below.

Deductible Definitions

"Damages/Loss"

"Damages/loss" refers to damages or other indemnity as described under the applicable Coverage, other than "deductible expenses." Deductibles applying to bodily injury include damages and any medical expenses.

Liability Endorsement
(continued)

"Deductible Expenses"

"Deductible expenses" refers to the following expenses as described under the applicable insurance:

- A. attorney and paralegal fees and salaries (including those of attorneys and paralegals who are our employees).
- B. expenses relating to a suit, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
- C. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments (in connection with the initiation and continuation of an appeal agreed to by us); or
 - b. release attachments.
- D. costs taxed against the insured in a suit.
- E. the cost and expense of any investigation that we undertake.
- F. other reasonable expenses that we allocate to a specific claim or "event."

"Event"

"Event" refers to an occurrence, offense, wrongful act or other cause of loss as described under the applicable Coverage.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Policy Exclusions, the exclusion titled Pollution is deleted and replaced by the following. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

Policy Exclusions**Pollution**

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
 3. which are or were at any time transported, handled, stored, disposed of, processed or treated as **waste** by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or

Policy Exclusions

Pollution (continued)

4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- B. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:
 1. was intended by the **insured**;
 2. would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
 3. was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
 4. occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.
- C. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.
- D. subparagraph A.1. above does not apply to:
 1. **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat, cool or dehumidify such building or heat water for personal use by the building's occupants or guests.
 2. **bodily injury** or **property damage** for which you may be held liable, if
 - a. you are a contractor;
 - b. the owner or lessee of such premises, site or location qualifies as an **insured** under the Who Is An Insured section of this policy with respect to your ongoing operations performed for such **insured** at the premises, site or location; and
 - c. such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than such owner or lessee.
- E. subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.
- F. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:
 1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

CHUBB®

Liability Insurance

Endorsement

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Policy Exclusions

Pollution
(continued)

- 2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- G. paragraph F. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such demand, order, request or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.
- H. this exclusion does not apply to the liability for damages, for **property damage**, to a premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.
- I. this exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

As used in this endorsement, the following words or phrases have the special meanings described below.

Definitions

Waste

Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Exclusions, the following exclusion is added. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****Loss Of Use Of
Electronic Data**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- corruption of;
- inability to access;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

This exclusion does not apply to:

- **bodily injury**; or
- physical injury to tangible property, including resulting loss of use of that property.

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.

CHUBB®**Liability Insurance****Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY
 EMPLOYEE BENEFITS ERRORS OR OMISSIONS
 LIQUOR LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****Scheduled Activity,
Contract, Event,
Premises, Product,
Service Or Work**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any:

- activity;
- contract or project;
- event;
- good or product;
- location, premises or site;
- operation or work;
- service; or
- other subject;

described in the Schedule as the Subject;

regardless of whether this insurance would otherwise apply to all or part of any such damages, loss, cost or expense in the absence of any connection with any such Subject.

Liability Endorsement
(continued)

Schedule

Subject:

ALL ACTIVITIES RELATED TO MUSIC FESTIVALS, INCLUDING
OUTSIDE LANDS AND OTHER FESTIVALS, EXCEPT TREASURE ISLAND
MUSIC FESTIVAL AND LIFE IS BEAUTIFUL FESTIVAL.

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

**State Or Political
Subdivision – Permits**

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

**Bodily Injury/Property
Damage Exclusions**

**Operations For State Or
Political Subdivision**

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

Under Policy Exclusions the following exclusion is added:

Policy Exclusions

**Operations For State Or
Political Subdivision**

This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

**PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT
TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE
AS IS AFFORDED BY THIS POLICY.**

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Policy Exclusions, the following exclusion is added:

Policy Exclusions**Lead**

- A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **lead**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
- request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **lead**; or
 - claim or **suit** by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **lead**.

Under Definitions, the following definition is added:

Definitions

Lead

Lead means the element lead in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.

CHUBB®

Liability Insurance

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

**POLICY
EXCLUSIONS
STUNT OR
PYROTECHNIC**

Policy Exclusions:

Stunt Or Pyrotechnic

This insurance does not apply to any actual or alleged loss, cost or expense arising out of any stunt or pyrotechnic activity.

Under Definitions, the following definition is added:

Pyrotechnic activity means the use of a device or other instrumentality that is a combination of substances, which by the agency of fire, produces an audible, visual, mechanical or thermal effect in an insureds field of entertainment or media production.

Pyrotechnic activity does not mean the use of flashbox devices that are induced electrically in a cylinder with no projectile wadding or wrapping.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



C
O
M
M
O
N

P
O
L
I
C
Y

Common Policy Conditions Section

C
O
N
D
I
T
I
O
N
S

CHUBB®**Policy Conditions****Schedule of Forms**

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-9001	6-98	HOW TO REPORT A LOSS	05/01/19	05/14/19
80-02-9090	6-05	COMMON POLICY CONDITIONS	05/01/19	05/14/19
80-02-9301	2-98	NAMED INSURED	05/01/19	05/14/19
80-02-9717	9-15	CALIFORNIA MANDATORY-CANC/NONRENWAL	05/01/19	05/14/19
80-02-9790	3-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	05/01/19	05/14/19
80-02-9800	12-08	INSURING AGREEMENT	05/01/19	05/14/19
99-10-0732	1-15	NOTICE TO POLICYHOLDERS-TRIPRA	05/01/19	05/14/19
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	05/01/19	05/14/19
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	05/01/19	05/14/19

last page



Common Policy Conditions

Contract

Conditions

The following Conditions are included under each part of the policy, unless stated otherwise.

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

Cancellation

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

Inspections And Surveys

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Conditions

Inspections And Surveys (continued)

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first named insured's last known address, written notice of the nonrenewal not less than 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

Common Policy Conditions Section

Endorsements

CHUBB[®]

Policy Conditions

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020
Effective Date MAY 1, 2019
Policy Number 7956-75-28
Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY
Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

Civil Unions Or Domestic Partnerships

All references in the policy to “spouse” include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

Policy Conditions**Endorsement**

<i>Policy Period</i>	MAY 1, 2019 TO MAY 1, 2020
<i>Effective Date</i>	MAY 1, 2019
<i>Policy Number</i>	7956-75-28
<i>Insured</i>	ANOTHER PLANET ENTERTAINMENT, LLC
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 14, 2019

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

The following changes are made as respects exposures in the state of California.

Under Conditions, the provisions titled Cancellation and When We Do Not Renew are deleted and replaced by the following:

Conditions**Cancellation**

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

A. All Policies In Effect For 60 Days or Less

If this policy has been in effect for less than 60 days and is not a renewal of a policy we have issued, we may cancel this policy or any of its individual coverages by mailing or delivering to the first named insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation and effective date of cancellation at least:

1. 20 days before the effective date of cancellation if we cancel for:
 - a. nonpayment of premium; or
 - b. discovery of fraud by:
 - (1) any insured or his or her representative in obtaining this insurance; or

Conditions
Cancellation
(continued)

- (2) you or your representative in pursuing a claim under this policy.
2. 60 days before the effective date of cancellation if we cancel for any other reason.
- B. All Policies In Effect For More Than 60 Days**
1. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy or any of its individual coverages only upon the occurrence, after the effective date of the policy, of one or more of the following:
- a. Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - b. Discovery of fraud or material misrepresentation by:
 - (1) any insured or his or her representative in obtaining this insurance; or
 - (2) you or your representative in pursuing a claim under this policy.
 - c. A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - d. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - e. Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - f. A determination by the Commissioner of Insurance that the:
 - (1) loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (2) continuation of the policy coverage would place us in violation of California law or the laws of the state where we are domiciled or threaten our solvency.
 - g. A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
2. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation and effective date of cancellation to the first named insured at the mailing address shown on the policy and to the producer of record at least:
- a. 20 days before the effective date of cancellation if we cancel for a reason listed in B.1.a. or b. above; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason listed in paragraph B.1.

CHUBB®**Policy Conditions****Endorsement**

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Conditions**Cancellation**
(continued)**C. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:

1. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we issued, we may cancel this coverage for any reason, except as provided in 2. and 3. below.
2. We may not cancel such coverage solely because the first named insured has:
 - a. accepted an offer of earthquake coverage; or
 - b. cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first named insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

3. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (3.) applies only if the coverage provided under this policy excludes loss or damage caused by or resulting from corrosive soil conditions.

If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If this policy is cancelled, we will send the named Insured any premium refund due, as soon as practicable. The refund, if any, will be on a pro rata basis. However, the refund may be less than pro rata if we have made a loan to you for the purpose of payment of premium for this policy.

The cancellation will be effective even if we have not made or offered a refund.

Nonrenewal

- A. Subject to the provisions of paragraphs B. and C. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first named insured and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first named insured and to the producer of record, at the mailing address shown in the policy.

Conditions
**Nonrenewal
(continued)**

- B. This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:
1. We may elect not to renew such coverage for any reason, except as provided in 2. through 4. below.
 2. We will not refuse to renew such coverage solely because the first named insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first named insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:
 - a. the nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
 - b. the Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
 - c. we have:
 - (1) lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (2) experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
 3. We will not refuse to renew such coverage solely because the first named insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
 4. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (4.) applies only if the coverage provided under this policy excludes loss or damage caused by or resulting from corrosive soil conditions.
- C. We are not required to send notice of nonrenewal in the following situations:
1. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
 2. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph A.

CHUBB®

Policy Conditions

Endorsement

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Conditions

**Nonrenewal
(continued)**

- 3. If you have obtained replacement coverage, or if the first named insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- 4. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- 5. If the first named insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- 6. If we have made a written offer to the first named insured, in accordance with the timeframes shown in paragraph A., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

**Designated Third
Party**

This provision applies to a policy insuring individually owned residential structures of not more than four dwelling units, individually owned condominium units, or individually owned mobile homes, and their contents, located in this state and used exclusively for residential purposes or a tenant's policy insuring personal contents of a residential unit located in this state.

- If you have designated a person to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium, we will mail or deliver to the designated person advance written notice of at least 10 days before the effective date of such lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium.
- No benefit under this policy is provided to such designated person, other than the right to receive the aforementioned notice.

All other terms and conditions remain unchanged.

Authorized Representative





Policy Conditions

Endorsement

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

PROPERTY DECLARATIONS
LIABILITY DECLARATIONS

The Named Insured is amended to include the following:

Named Insured

ANOTHER PLANET ENTERTAINMENT, LLC
 GASS ENTERTAINMENT, LLC
 ANOTHER PLANET ENTERTAINMENT, LLC 401(K) RETIREMENT PLAN
 SAN FRANCISCO FESTIVALS, LLC
 APE MARKETING, LLC
 ANOTHER PLANET MANAGEMENT, LLC
 BGCA MANAGEMENT, LLC
 ANOTHER PLANET EVENT GROUP

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®**Liability Insurance****Endorsement**

Policy Period MAY 1, 2019 TO MAY 1, 2020

Effective Date MAY 1, 2019

Policy Number 7956-75-28

Insured ANOTHER PLANET ENTERTAINMENT, LLC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued MAY 14, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, the following condition is added.

Conditions**Composite Rate**

The premium for the coverages in the Declarations will be computed on a composite basis in accordance with our rules and rates and other conditions of the policy.

We will compute the deposit premium at the inception of the policy term by applying the composite rate to the estimated annual exposure base shown in the Schedule.

The earned premium will be determined by our audit at the termination or expiration of the policy term by applying the composite rate to the annual exposure base.

Schedule**PREMISES OPERATIONS LIABILITY****SPECIAL EVENT**

Deposit Premium:	\$25,000
Composite Rate:	\$1.25
Exposure Base:	ADMISSIONS
Estimated Annual Exposure:	25,000

Conditions
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. H. W.", written over a horizontal line.

EXHIBIT B



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA, 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

June 5, 2020

Another Planet Entertainment, LLC
Attn: Dan Serot
1815 4th St Ste C
Berkeley, CA 94710

Re: Insured: Another Planet Entertainment, LLC
Policy Number: 79567528
Claim Number: 040520019294
Date of Loss: March 1, 2020
Cause of Loss: COVID-19/Coronavirus
Locations of Loss: All Scheduled Premises
Writing Company: Vigilant Insurance Company

Dear Mr. Serot:

This letter is to advise you that we have completed our investigation of this matter based on the information and supporting documentation provided to date. Based on Vigilant Insurance Company (“Chubb’s”) review of the available claim information, Chubb must respectfully deny coverage for the claim your company has submitted. The bases for this denial are outlined and discussed below.

We understand that Another Planet Entertainment, LLC (“Another Planet, LLC”) is the exclusive promoter for the Greek Theatre in Berkley, the Fox Theater in Oakland, the historic Bill Graham Civic Auditorium in San Francisco, The Independent in San Francisco, and Lake Tahoe Outdoor Arena at Harvey’s. We understand that Another Planet, LLC has reported a business income loss due to the governmental orders impacting your operations as wells as costs associated with cleaning and disinfecting of your facilities over concerns Coronavirus may be present on surfaces. This letter will provide our analysis of coverage on the claim asserted by Another Planet, LLC.

We have reviewed the facts of the loss as presented, as well as numerous Executive Orders of civil authority impacting your business that were issued in the multiple jurisdictions in which you conduct business. This included a review of Orders in place at the time of this letter. Based upon this review, it appears that the primary purpose of the Executive Orders issued by the various different governmental officials impacting your operations was to curtail the spread of the COVID-19 virus. However, none of these Orders were issued as a result of any direct physical loss or damage to the Insured Premises.

We note that one or more Executive Orders at issue also state that COVID-19 has or may cause and/or contribute to physical property loss and/or damage due to its purported propensity to spread and/or its proclivity to adhere to surfaces. The statement in these Orders that COVID-19, as a general proposition, has or may cause loss or damage are not specific to the Insured Premises. In fact, it does not appear that these Orders were issued as the result of any



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

particular physical loss or damage either at your premises or within any specific geographical range of your premises; nor are we aware of the existence of any such physical loss or damage.

Thus, based on the information currently within Chubb's possession, Chubb is unaware of physical loss or damage that would implicate coverage in this matter. Accordingly, there is no coverage for the claimed loss. Nevertheless, if you have evidence or information that your claimed loss was the result of direct physical loss or damage, please let us know and we will consider that evidence and/or information.

Chubb provides first-party property insurance to Another Planet, LLC as provided by the terms and conditions of policy number 79567528 (the "policy"). Please be assured that we have undertaken a thorough investigation to determine the cause of the loss and any potentially applicable coverage under your policy.

Chubb specifically directs your attention to the following terms and provisions of your policy, which are excerpted below for ease of reference.

Please refer to the Policy's **Building And Personal Property** form 80-02-1000 (Rev. 6-05), which provides, in relevant part, as follows:

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

Except as otherwise provided, the loss or damage must:

- be caused by or result from a peril not otherwise excluded; and
- occur at, or within 1,000 feet of, the premises shown in the Declarations.

Building Or Personal Property

We will pay for direct physical loss or damage to:

- **building;** or
- **personal property,**

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Building Or Personal Property shown in the Declarations.



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

Based on the information that was provided to us, Chubb's investigation has concluded that Another Planet, LLC presented no evidence of direct physical loss or damage to **building** or **personal property**. It is also our understanding that Another Planet, LLC seeks coverage for costs associated with the cleaning and disinfecting of your premises where Coronavirus may or may not exist. Please be advised that neither the presence nor the cleaning of surfaces to remove the potential existence of a virus from property constitutes direct physical loss or damage covered by the policy. Accordingly, the terms of the policy's Premises Coverage for Building Or Personal Property have not been met and coverage does not apply.

In addition, please refer to the **Business Income With Extra Expense** form 80-02-1004 (Rev. 7-03), which provides, in relevant part, as follows:

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

Except as otherwise provided, direct physical loss or damage must:

- be caused by or result from a **covered peril**; and
- occur at, or within 1,000 feet of, the premises, other than a **dependent business premises**, shown in the Declarations.

Business Income And Extra Expense

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Business Income With Extra Expense shown in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **property**, unless otherwise stated.

This Premises Coverage applies only at those premises:



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

- where you incur a **business income** loss or **extra expense**; and
- for which a Limit Of Insurance for Business Income With Extra Expense is shown in the Declarations.

Here, Chubb's investigation revealed that Another Planet, LLC presented no direct physical loss or damage to property as required by the policy to trigger the policy's Premises Coverage for Business Income And Extra Expense. Rather, it is Chubb's conclusion that Another Planet, LLC incurred a slowdown of their business which appears to be due to the public health threat posed by the novel infectious coronavirus (COVID-19). It is also Chubb's conclusion that the cleaning and disinfecting of the premises because of the suspected or actual presence of Coronavirus on surfaces does not constitute direct physical loss or damage. As the impairment of your operations was not due to direct physical loss or damage to property at or within 1,000 feet of your premises, the terms of the policy's Premises Coverage for Business Income And Extra Expense have not been met and coverage does not apply.

The **Business Income With Extra Expense** form 80-02-1004 (Rev. 7-03) also provides, in relevant part, the following Premises Coverage:

Ingress And Egress

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your operations,

when existing ingress to or egress from a premises shown in the Declarations is prevented due to physical loss or damage by a **covered peril** to property at a location contiguous to such premises.

This Premises Coverage will begin at the time of direct physical loss or damage and will continue until the expiration of thirty (30) consecutive days thereafter or whenever your **business income** coverage ends, whichever occurs first.

This Premises Coverage does not apply if the:

- direct physical loss or damage is caused by or results from earthquake or **flood**; or
- ingress to or egress from your premises is prohibited by civil authority.



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

The most we will pay for this Premises Coverage is the Limit Of Insurance for Ingress And Egress shown under Business Income in the Declarations.

Based on the information that was provided to us and as noted above, Chubb's investigation has concluded that Another Planet, LLC presented no evidence of direct physical loss or damage. In addition, existing ingress to or egress from a premises shown in the Declarations was not prevented. Accordingly, the terms of the policy's Premises Coverage for Ingress and Egress have not been met and coverage does not apply.

The **Business Income With Extra Expense** form 80-02-1004 (Rev. 7-03) further provides, in relevant part, the following Additional Coverages:

Civil Authority

We will pay for the actual:

- **business income** loss; or
- **extra expense**,
you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to:
 - your premises; or
 - **a dependent business premises**,

by a civil authority.

This prohibition of access by a civil authority must be the direct result of direct physical loss or damage to property away from such premises or such **dependent business premises** by a **covered peril**, provided such property is within:

- one mile; or
- the applicable miles shown in the Declarations,

from such premises or **dependent business premises**, whichever is greater.

The most we will pay for Civil Authority is the applicable Limit Of Insurance for Business Income With Extra Expense shown in the Declarations.

Even if access to your premises or a **dependent business premise** was prohibited, this policy

CHUBBEastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

provision requires that any prohibition of access must be the direct result of direct physical loss or damage to property away from, but within the greater of one mile or the applicable miles shown in the Declarations, such premises. Chubb has concluded that no civil authority order impacting your operations was actually issued due to the direct result of direct physical loss or damage to property away from, but within the greater of one mile or the applicable miles shown in the Declarations, such premises. As there is no evidence of actual direct physical loss or damage to property away from, but within the greater of one mile or the applicable miles shown in the Declarations, the terms of this Additional Coverage have not been met and coverage therefore does not apply.

Dependent Business Premises

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Dependent Business Premises shown under Business Income in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril to property or personal property of a dependent business premises** at a **dependent business premises**.

You may purchase higher limits for specific **dependent business premises** only by showing such premises in the Declarations. Such higher limits apply to actual **business income** loss or **extra expense** only if the covered direct physical loss or damage occurs at such **dependent business premises**.

This Additional Coverage does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**.

Based on the information that was provided to us, Chubb's investigation has concluded that Another Planet, LLC presented no evidence of direct physical loss or damage to a property or personal property of a dependent business premises which has caused an impairment of your operations. Accordingly, the terms of the policy's Additional Coverage for Dependent Business Premises have not been met and coverage does not apply.

Please refer to **Extra Expense** form 80-02-1018 (Rev. 7-03) further provides, in relevant part, the following:



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

Except as otherwise provided, direct physical loss or damage must:

- be caused by or result from a **covered peril**; and
- occur at, or within 1,000 feet of, the premises, other than a **dependent business premises**, shown in the Declarations.

Extra Expense

We will pay for the actual **extra expense** you incur due to the actual or potential impairment of your **operations** during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Extra Expense shown in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril to property** unless otherwise stated.

This Premises Coverage applies only at those premises:

- where you incur an **extra expense** loss; and
- for which a Limit Of Insurance for Extra Expense is shown in the Declarations.

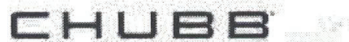
Based on the information that was provided to us, Chubb's investigation has concluded that Another Planet, LLC presented no evidence of direct physical loss or damage by a covered peril to property. Accordingly, the terms of the policy's Premises Coverage for Extra Expense have not been met and coverage does not apply.

The **Extra Expense** form 80-02-1018 (Rev. 7-03) further provides, in relevant part, the following Additional Coverage:

Civil Authority

We will pay for the actual **extra expense** you incur due to the actual or potential impairment of your **operations** directly caused by the prohibition of access to:

- your premises; or
- a **dependent business premises**



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

by a civil authority.

This prohibition of access by a civil authority must be the direct result of direct physical loss or damage to property away from such premises or such **dependent business premises** by a **covered peril**, provided such property is within:

- one mile; or
 - the applicable miles shown in the Declarations,
- from such premises or **dependent business premises**, whichever is greater.

The most we will pay for Civil Authority is the applicable Limit of Insurance for Extra Expense shown in the Declarations.

The coverage for will begin immediately after the time the civil authority prohibits access and will end:

- 30 consecutive days after coverage begins; or
- whenever your **extra expense** is no longer required,

whichever occurs first.

This Additional Coverage does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**.

If access to your premises or a **dependent business premise** was prohibited, this policy provision requires that any prohibition of access must be the direct result of direct physical loss or damage to property away from, but within the greater of one mile or the applicable miles shown in the Declarations, such premises. Chubb has concluded that no civil authority order impacting your operations was actually issued due to the direct result of direct physical loss or damage to property away from, but within the greater of one mile or the applicable miles shown in the Declarations, such premises. As there is no evidence of actual direct physical loss or damage to property away from, but within the greater of one mile or the applicable miles shown in the Declarations, the terms of this Additional Coverage have not been met and coverage therefore does not apply.

We now refer you to the Additional Coverage Added – Prohibition of Access Endorsement, form 80-02- 5357 (Ed. 1-15), which provides, in relevant part, as follows:

Prohibition Of Access

We will pay for the actual:



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

- **business income** loss; and
- **extra expense**,

you incur due to the actual impairment of your **operations**, directly caused by the prohibition of access to a premises shown in the Declarations by a civil authority, subject to the applicable Limits Of Insurance for Prohibition Of Access.

This prohibition of access must be the direct result of a peril (not otherwise excluded by the Building And Personal Property Contract included in this policy) that:

- A. has occurred at or within 1,000 feet of such premises; or
- B. is certain to occur imminently, provided the prohibition of access:
 - 1. does not apply to a geographic area of more than 1,000 square feet; or
 - 2. only applies to a premises shown in the Declarations.

The coverage will begin immediately following the time the civil authority prohibits access. The coverage will apply for a period of:

- up to 30 consecutive days after the coverage begins; or
- when your **business income** loss ends,

whichever occurs first.

This Additional Coverage does not apply:

- A. if the prohibition of access is caused by or results from:
 - 1. direct physical loss or damage to property
 - 2. weather conditions; or
 - 3. earthquake or **flood**; or
- B. to business income loss, unless a Limit Of Insurance for Business Income is shown in the Declarations applicable to the premises where prohibition of access occurred.

Chubb has determined, based upon currently available information, that the foregoing Additional Coverage for Prohibition Of Access does not afford coverage for your claim for



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

business interruption. If access to your premises was prohibited such prohibition of access was not the direct result of a peril (not otherwise excluded by the Building And Personal Property Contract included in this policy) that has either occurred at or within 1,000 feet of such premises or is certain to occur imminently, provided the prohibition of access: 1. does not apply to a geographic area of more than 1,000 square feet; or 2. only applies to a premises shown in the Declarations.

Specifically, if access to your premises was prohibited, such prohibition was not the direct result of the fact that COVID-19 had occurred at or within 1,000 feet of your premises. Neither was it the direct result of an imminent occurrence of COVID-19 which applies to a geographic area of less than 1,000 square feet or only to your premises. Instead, the orders referenced above were designed to reduce the spread of COVID-19 generally in the State of California and the State of Nevada, and not because the virus was discovered within 1,000 feet of your premises; nor were the orders limited to a geographic area of 1,000 square feet or less, or to a premises shown in the Declarations. Thus, this Additional Coverage provision for Prohibition of Access does not provide coverage for this matter.

Based on the above-cited policy wording and analysis, and as stated above, Chubb must respectfully deny coverage under your policy.

Without waiver of the declination of coverage set forth in this letter, the policy contains the following definition of **covered peril** in the **Property/Business Income Conditions and Definitions** form 80-02-1097 (Rev. 6-05):

Covered peril means a peril covered by the Form(s) shown in the Property Insurance Schedule Of Forms, except Care, Custody Or Control Legal Liability, applicable to the lost or damaged **property**.

For the purposes of:

- **personal property of a dependent business premises;**
- **personal property of a utility; or**
- **service property,**

covered peril means a peril covered by the Building and Personal Property Contract included in this policy applicable to **building** or **personal property** at a premises shown in the Declarations.

Without waiver of the declination of coverage set forth in this letter, the Policy also contains the following exclusion contained within the Policy's **Building And Personal Property** form 80-02-1000 (Rev. 6-05):

Policy Exclusions

The following Policy exclusions apply.



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

Acts Or Decisions

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts Or Decisions exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Chubb reserves the right to rely and/or assert the foregoing exclusion in connection with this claim.

Please note Chubb's determination as described in this letter is based on information currently available to it. These facts consisted of information reported by you and your representatives, along with presently available information. If you are aware of any other information that you believe would weigh on our decision, we invite you to submit that information for our prompt review. This letter is not to be construed as a waiver of the rights and defenses of Chubb under the policy and/or at law, all of which are expressly reserved.

Although there is no coverage under your policy because, among other reasons, there has been no direct physical loss or damage, Chubb reminds you of the "Legal Action Against Us" condition found on page 6 of 34 of the Property/Business Income Conditions And Definitions, form 80-02-1097 (Rev. 6-05), which states, in relevant part:

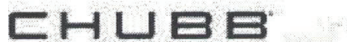
No legal action may be brought against us unless:

- there has been full compliance with all the terms of this insurance; and
- the action is brought within three years after the date on which the direct physical loss or damage occurred.

California courts have interpreted the three-year time limitation in this condition to not include the time between the date the claim was reported and the date of the insurer's unequivocal decision on the claim. This letter constitutes Chubb's unequivocal decision regarding your claim.

Please understand that Chubb cannot advise you regarding your legal rights, and the above statement should not be understood to be a complete statement of all legal aspects of the "Legal Action Against Us" condition. You should not consider anything in this letter to be legal advice to you. If you have any questions regarding the time within which a lawsuit may be brought against Chubb, or any other questions about your legal rights regarding your policy or this claim, you have the right to seek legal counsel at your expense.

Pursuant to the California Code of Regulations, Title 10, Chapter 5, Subchapter 7.5: Fair Claims Settlement Practices Regulations, we must notify you that if you believe all or part of the claim has been wrongfully denied, you may have this matter reviewed by the:



Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA. 23320

Tel (405) 226-1492
Fax (800) 664-1765
Adrian.bond@chubb.com
www2.chubb.com/us-en/claims

California Department of Insurance
Consumer Services Division
300 S. Spring Street
Los Angeles, CA 90013
tel # 213-897-8921

This letter only addresses those provisions that appear pertinent at this time in light of the facts currently known to us. If there is any additional information that may affect our position or analysis, please forward such information.

Chubb reserves all rights with regard to the above referenced provisions as well as all other rights, remedies and defenses under the policy, at law and in equity. Nothing contained in this letter, and no action on our part or the part of independent adjusters or experts retained on our behalf in investigating and adjusting your claim, should be construed as an admission of coverage or as a waiver of any right, remedy or defense that may be available to Chubb.

Thank you for your patience and cooperation throughout the claim investigation process. Should you have any questions or wish to discuss the contents of this letter, please feel free to contact me at (405) 226-1492.

Sincerely,

Adrian Bond

Adrian Bond
Senior Claims Specialist
Vigilant Insurance Company
(405) 226-1492 Cell Phone
Adrian.Bond@Chubb.com

cc: Lockton Companies, LLC (Ent)
3 Embarcadero Ctr Ste 600
San Francisco, CA 94111

EXHIBIT C



March 18, 2020

The Honorable Nydia M. Velazquez
Chair
House Committee on Small Business
2302 Rayburn House Office Building
Washington, DC 20515

Dear Chair Velazquez:

We, the undersigned trades, thank you for your correspondence of earlier today. We share your commitment to identifying and implementing solutions to the ongoing economic challenges caused by COVID-19 and to providing immediate liquidity and economic support to those in need.

COVID-19 has unleashed tidal waves of disruption and introduced tremendous amounts of uncertainty in the global economy, causing a real impact on the wallets of all Americans. It is these individuals and families that so many small businesses serve as customers and depend on. Many of our members also are small businesses and have been deeply affected by government closures and other restrictions, labor force limitations, supply chain interruptions, and the curtailment of ordinary activities.

In recent days, many of our members have received inquiries about the ability of the insurance industry to compensate businesses for economic losses stemming from this global health emergency and about the nature and applicability of business interruption insurance. Standard commercial insurance policies offer coverage and protection against a wide range of risks and threats and are vetted and approved by state regulators. Business interruption policies do not, and were not designed to, provide coverage against communicable diseases such as COVID-19. The U.S. insurance industry remains committed to our consumers and will ensure that prompt payments are made in instances where coverage exists.

Separate from our responsibilities in administering the insurance contracts with our policyholders, we also recognize our role as members of our respective communities. It is in this role that our members have begun to work with our customers on issues such as flexibility in the premium payments. Additionally, our members are active in several charitable efforts to address several of the hardships of our neighbors and consumers.

We recognize the extraordinary challenges our country is facing -- our member businesses, our employees, and our families are confronting the same trials. The U.S is in the midst of a national crisis that will require federal assistance that provides funding directly to those American individuals and businesses most in need. Our organizations stand ready to work with Congress on solutions that provide the necessary relief as soon as possible.

Thank you very much for your leadership in these difficult times.

Sincerely,

Mr. Charles Chamness, President and Chief Executive Officer, National Association of Mutual Insurance Companies

Mr. Bob Rusbuldt, President and Chief Executive Officer, Independent Insurance Agents & Brokers of America

Mr. Ken Crerar, President and Chief Executive Officer, Council of Insurance Agents and Brokers

Dr. David Sampson, President and Chief Executive Officer, American Property Casualty Insurance Association



CC: The Honorable Andy Kim, Member of Congress
The Honorable Brian Fitzpatrick, Member of Congress
The Honorable Grace Napolitano, Member of Congress
The Honorable Marc Veasey, Member of Congress
The Honorable Scott H. Peters, Member of Congress
The Honorable Alcee L. Hastings, Member of Congress
The Honorable Max Rose, Member of Congress
The Honorable Jim Hagedorn, Member of Congress
The Honorable Kathleen M. Rice, Member of Congress
The Honorable Rashida Tlaib, Member of Congress
The Honorable Rick Crawford, Member of Congress
The Honorable Gilbert R. Cisneros, Jr., Member of Congress
The Honorable Joe Cunningham, Member of Congress
The Honorable French Hill, Member of Congress
The Honorable Steve Womack, Member of Congress
The Honorable Andy Levin, Member of Congress
The Honorable Bruce Westerman, Member of Congress

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANOTHER PLANET ENTERTAINMENT,
LLC,

Plaintiff,

v.

VIGILANT INSURANCE COMPANY,

Defendant.

Case No. 20-cv-07476-VC

**ORDER GRANTING MOTION TO
DISMISS**

Re: Dkt. No. 18

Vigilant’s motion to dismiss is granted. Another Planet alleges that its auditoriums shut down because the coronavirus was physically present on surfaces in those facilities, and that the shutdowns were therefore the result of “direct physical loss or damage” at the facilities within the meaning of its insurance policy. It is difficult to understand how Another Planet can allege with a straight face that the virus was actually present on its facilities’ surfaces at the time of the shutdowns. That seems unknowable. But in any event, the complaint must be dismissed for a more basic reason: Another Planet’s facilities did not shut down because of the virus’s presence on facility surfaces. Rather, those facilities shut in response to the closure orders, which would have required them to remain closed even if Another Planet could have proven to a certainty that the virus was *not* present at its facilities. This is obvious both from the allegations in the complaint and the closure orders that the complaint incorporates (and that are subject to judicial notice). Therefore, the company’s losses were not caused by “direct physical loss or damage” to its facilities. *See Pappy’s Barber Shops, Inc. v. Farmers Group, Inc.*, 2020 WL 5847570, at *1

(S.D. Cal. Oct. 1, 2020).

The *Hughes* case, which stands for the proposition that physical conditions rendering a property unsafe can constitute property damage, does not save Another Planet's case. See *Hughes v. Potomac Insurance Co.*, 199 Cal. App. 2d 239 (1962). The plaintiff in *Hughes* could not use his home because it was partially overhanging a cliff after a landslide. The house suffered no tangible physical injury to the structure, but the court determined that there was, in fact, property damage because the building was unsafe. *Id.* In this case, however, there was nothing specific about Another Planet's properties that caused them to shut down. Another Planet could not use its facilities because there was a generalized danger of people spreading the virus to one another, and the generally applicable closures orders prevented nearly all businesses from operating.

Another Planet also alleges it is entitled to coverage under the policy's civil authority provision. That provision includes coverage for the impairment of operations caused directly by a civil authority's prohibition of access to the insured's premises—but only if the prohibition of access is the direct result of direct physical loss or damage to a different property within a one-mile radius. Another Planet's theory goes like this: it is safe to assume that the virus must be on the surface of some property within one mile of Another Planet's facilities, and for that reason, the city instituted closure orders that prevented Another Planet from operating its facilities. But again, the allegations in the complaint and the closure orders show that this theory is simply made up. The closure orders were clearly passed in response to the virus in the community at large, not in specific response to the presence of the virus at properties within a mile of Another Planet's facilities.


It could be a different story if a business—which could have otherwise been operating—

had to shut down because of the presence of the virus within the facility. For example, a restaurant might need to close for a week if someone in its kitchen tested positive for COVID-19, requiring the entire facility to be thoroughly sanitized and remain empty for a period. Perhaps the restaurant could successfully allege that the virus created physical loss or damage in the same way some chemical contaminant might have.¹ But as the complaint and the closure orders demonstrate (and as Another Planet's counsel conceded at the hearing), its facilities would have had remained shut regardless of whether the virus was present in its facilities.

It is exceedingly difficult to imagine that Another Planet will be able to state a claim for coverage under this policy. But in an abundance of caution, dismissal is with leave to amend. Any amended complaint must be filed within 14 days of this ruling; if none is filed by that time, dismissal will automatically be with prejudice. A response is due 14 days after the amended complaint is filed.

IT IS SO ORDERED.

Dated: February 25, 2021



VINCE CHHABRIA
United States District Judge

¹ On this point, the court in *Pappy's Barber Shops* may have been too quick to assume that the presence of the virus at a facility can never amount to "direct physical loss or damage." But the court's more specific conclusion that the losses of a business subject to a generally applicable closure order are by definition not caused by the presence of the virus at the facility is unassailable.

Kirk Pasich (SBN 94242)
KPasich@PasichLLP.com
Anamay M. Carmel (SBN 298080)
ACarmel@PasichLLP.com
Arianna M. Young (SBN 314043)
AYoung@PasichLLP.com
PASICH LLP
10880 Wilshire Blvd., Suite 2000
Los Angeles, CA 90024
Telephone: (424) 313-7860
Facsimile: (424) 313-7890

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANOTHER PLANET ENTERTAINMENT,
LLC,

Plaintiff,

v.

VIGILANT INSURANCE COMPANY,

Defendant.

Case No. 3:20-cv-07476-VC

Case Assigned to Hon. Vince Chhabria

**PLAINTIFF ANOTHER PLANET
ENTERTAINMENT'S NOTICE OF
APPEAL**

Filed: October 23, 2020

PLEASE TAKE NOTICE that plaintiff Another Planet Entertainment, LLC ("Another Planet"), by and through its undersigned counsel, hereby appeals to the United States Court of Appeals for the Ninth Circuit from the order granting defendant's motion to dismiss issued on June 21, 2021 and the final judgment entered in this action on June 21, 2021.

Dated: June 28, 2021

PASICH LLP

By: /s/ Anamay M. Carmel

Anamay M. Carmel
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANOTHER PLANET ENTERTAINMENT,
LLC,

Plaintiff,

v.

VIGILANT INSURANCE COMPANY,

Defendant.

Case No. 20-cv-07476-VC

**ORDER GRANTING MOTION TO
DISMISS**

Re: Dkt. No. 38

Vigilant’s motion to dismiss is granted. For the reasons explained in the Court’s previous order (Dkt. No. 34), Another Planet does not have a claim for loss of business income because the closure orders—and not virus’s alleged presence at Another Planet’s facilities—caused it to shut down. The Court’s previous order also precludes Another Planet’s renewed claim for civil authority coverage because it remains clear that those closure orders were not passed as a direct result of property damage at nearby properties. It’s true, as Another Planet notes, that a “whereas” clause in a directive from the State of Nevada dated April 29, 2020—which appears designed to allow some businesses to reopen after the initial closures—makes reference to the virus’s ability “to survive on surfaces for indeterminate periods of time render[ing] some property unusable and contribut[ing] to contamination, damage, and property loss.” That language may raise interesting questions about what’s happening in the halls of Nevada’s executive branch, but it still does not suggest that closure orders were passed “as a direct result” of the virus having caused actual property damage at buildings close to Another Planet’s


facilities (or anyone else's facilities for that matter).¹

Another Planet raises a new claim for coverage under a building and personal property provision, but the claim is no stronger than its other ones. Coverage requires Vigilant to pay for "direct physical loss or damage" to an insured's "buildings or personal property." But Another Planet's complaint does not ask for payment for direct physical loss or damage caused by the virus. Instead, it describes damages arising from "lost profits, lost commissions, and lost business opportunities," all of which result from its inability to use its venues due to the closure orders. Thus, Another Planet has not adequately pled damage for a breach-of-contract claim involving this provision.

The case is dismissed with prejudice because amendment would be futile. Judgment will be entered in favor of the defendant, and the Clerk's Office is directed to close the case.

IT IS SO ORDERED.

Dated: June 21, 2021



VINCE CHHABRIA
United States District Judge

¹ Another Planet also brings various fraud claims, but they fail for similar reasons. Since the closure orders caused Another Planet's shutdown, any reliance on Vigilant's alleged misrepresentations regarding whether the policy covers direct physical loss or damage from a virus could not have harmed Another Planet.

**U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:20-cv-07476-VC**

Another Planet Entertainment, LLC v. Vigilant Insurance Company
Assigned to: Judge Vince Chhabria
Demand: \$23,000,000,000
Case in other court: 9th Circuit, 21-16093
Cause: 28:1332 Diversity-(Citizenship)

Date Filed: 10/23/2020
Date Terminated: 06/21/2021
Jury Demand: Plaintiff
Nature of Suit: 110 Insurance
Jurisdiction: Diversity

Plaintiff**Another Planet Entertainment, LLC**

represented by **Anamay Melmed Carmel**
Pasich LLP
10880 Wilshire Blvd.
Suite 2000
Los Angeles, CA 90024
(424) 313-7860
Email: a_carmel@apple.com
TERMINATED: 02/07/2022
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Kirk Alan Pasich
Pasich LLP
10880 Wilshire Blvd.
Suite 2000
Los Angeles, CA 90024-3503
(424) 313-7850
Email: kpasich@pasichllp.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Nathan M. Davis
Pasich LLP
10880 Wilshire Blvd.
Suite 2000
Los Angeles, CA 90024
424-313-7919
Email: ndavis@pasichllp.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant**Vigilant Insurance Company**

represented by **Susan Rebecca Koehler Sullivan**
Clyde & Co US LLP
355 South Grand Avenue
Suite 1400
Los Angeles, CA 90071
(213) 358-7600
Fax: (213) 358-7650
Email: susan.sullivan@clydeco.us
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Brett Charles Safford
Clyde & Co US LLP
355 S. Grand Avenue, Suite 1400
Los Angeles, CA 90071
213-358-7600
Fax: 213-358-7650
Email: brett.safford@clydeco.us
ATTORNEY TO BE NOTICED

Gretchen Sigridur Carner
 Clyde and Co US LLP
 633 West 5th Street
 26th Floor
 Los Angeles, CA 90071
 213-358-7600
 Fax: 213-358-7650
 Email: gretchen.carner@clydeco.us
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
10/23/2020	1	COMPLAINT against VIGILANT INSURANCE COMPANY (Filing fee \$ 400, receipt number 0971-15107980.). Filed by ANOTHER PLANET ENTERTAINMENT, LLC. (Attachments: # 1 Exhibit A Part 1, # 2 Exhibit A Part 2, # 3 Exhibit A Part 3, # 4 Exhibit B, # 5 Civil Cover Sheet)(Carmel, Anamay) (Filed on 10/23/2020) (Entered: 10/23/2020)
10/23/2020	2	Proposed Summons. (Carmel, Anamay) (Filed on 10/23/2020) (Entered: 10/23/2020)
10/23/2020	3	Certificate of Interested Entities by ANOTHER PLANET ENTERTAINMENT, LLC (Carmel, Anamay) (Filed on 10/23/2020) (Entered: 10/23/2020)
10/23/2020	4	Corporate Disclosure Statement by ANOTHER PLANET ENTERTAINMENT, LLC (Carmel, Anamay) (Filed on 10/23/2020) (Entered: 10/23/2020)
10/26/2020	5	Case assigned to Magistrate Judge Donna M. Ryu. Counsel for plaintiff or the removing party is responsible for serving the Complaint or Notice of Removal, Summons and the assigned judge's standing orders and all other new case documents upon the opposing parties. For information, visit <i>E-Filing A New Civil Case</i> at http://cand.uscourts.gov/ecf/caseopening . Standing orders can be downloaded from the court's web page at www.cand.uscourts.gov/judges . Upon receipt, the summons will be issued and returned electronically. Counsel is required to send chambers a copy of the initiating documents pursuant to L.R. 5-1(e)(7). A scheduling order will be sent by Notice of Electronic Filing (NEF) within two business days. Consent/Declination due by 11/9/2020. (mbcS, COURT STAFF) (Filed on 10/26/2020) (Entered: 10/26/2020)
10/27/2020	6	Summons Issued as to Vigilant Insurance Company. (cjlS, COURT STAFF) (Filed on 10/27/2020) (Entered: 10/27/2020)
10/27/2020	7	Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 1/27/2021. Initial Case Management Conference set for 2/3/2021 01:30 PM in Oakland, Courtroom 4, 3rd Floor. (cjlS, COURT STAFF) (Filed on 10/27/2020) (Entered: 10/27/2020)
11/04/2020	8	CERTIFICATE OF SERVICE by Another Planet Entertainment, LLC re 1 Complaint, 6 Summons Issued, 3 Certificate of Interested Entities, 4 Certificate of Interested Entities, 5 Case Assigned by Intake,, 7 Initial Case Management Scheduling Order with ADR Deadlines (Carmel, Anamay) (Filed on 11/4/2020) (Entered: 11/04/2020)
11/09/2020	9	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Another Planet Entertainment, LLC.. (Carmel, Anamay) (Filed on 11/9/2020) (Entered: 11/09/2020)
11/09/2020	10	CLERK'S NOTICE OF IMPENDING REASSIGNMENT TO A U.S. DISTRICT COURT JUDGE: The Clerk of this Court will now randomly reassign this case to a District Judge because either (1) a party has not consented to the jurisdiction of a Magistrate Judge, or (2) time is of the essence in deciding a pending judicial action for which the necessary consents to Magistrate Judge jurisdiction have not been secured. You will be informed by separate notice of the district judge to whom this case is reassigned. ALL HEARING DATES PRESENTLY SCHEDULED BEFORE THE CURRENT MAGISTRATE JUDGE ARE VACATED AND SHOULD BE RE-NOTICED FOR HEARING BEFORE THE JUDGE TO WHOM THIS CASE IS REASSIGNED. <i>This is a text only docket entry; there is no document associated with this notice.</i> (ig, COURT STAFF) (Filed on 11/9/2020) (Entered: 11/09/2020)
11/10/2020	11	ORDER REASSIGNING CASE. Case reassigned using a proportionate, random, and blind system pursuant to General Order No. 44 to Judge Vince Chhabria for all further proceedings. Magistrate Judge Donna M. Ryu no longer assigned to case. Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. Signed by Clerk on November 10, 2020. (Attachments: # 1 Notice of Eligibility for Video Recording)(cjlS, COURT STAFF) (Filed on 11/10/2020) (Entered: 11/10/2020)
11/10/2020	12	REASSIGNED CASE - NOTICE OF NEW HEARING DATE: You are notified that the Court has scheduled an Initial Case Management Conference before Judge Vince Chhabria upon reassignment. For a copy of Judge Chhabria's Standing Order and other information, please refer to the Court's website at www.cand.uscourts.gov . Case Management Statement due by 1/19/2021. Initial Case Management Conference set for 1/26/2021, 02:00 PM, by Videoconference Only. This proceeding will be held via a Zoom webinar. Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/vc

		<p>Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at vcprd@cand.uscourts.gov no later than Thursday, January 21, 2021, at 10:00 a.m.</p> <p>General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.</p> <p>Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/.</p> <p>Case Management Statement due by 1/19/2021. Initial Case Management Conference set for 1/26/2021, 02:00 PM, by Videoconference Only.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i>(knmS, COURT STAFF) (Filed on 11/10/2020) (Entered: 11/10/2020)</p>
11/13/2020	13	STIPULATION re 1 Complaint, <i>Stipulation to Extend Time to Respond to Complaint</i> filed by Vigilant Insurance Company. (Sullivan, Susan) (Filed on 11/13/2020) (Entered: 11/13/2020)
11/13/2020	14	NOTICE of Appearance by Gretchen Sigridur Carner (Carner, Gretchen) (Filed on 11/13/2020) (Entered: 11/13/2020)
11/13/2020	15	NOTICE of Appearance by Brett Charles Safford (Safford, Brett) (Filed on 11/13/2020) (Entered: 11/13/2020)
12/14/2020	16	Joint MOTION for Leave to File Excess Pages <i>Joint Motion To Increase Page Limits For Motion To Dismiss Briefing</i> filed by Vigilant Insurance Company. (Attachments: # 1 Proposed Order)(Koehler Sullivan, Susan) (Filed on 12/14/2020) (Entered: 12/14/2020)
12/15/2020	17	ORDER by Judge Vince Chhabria denying 16 Motion for Leave to File Excess Pages. (vclc3S, COURT STAFF) (Filed on 12/15/2020) (Entered: 12/15/2020)
12/18/2020	18	MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice Of Motion And Motion To Dismiss; Memorandum Of Points And Authorities In Support Thereof (Fed. R. Civ. P. 12(b)(6))</i> filed by Vigilant Insurance Company. Motion Hearing set for 2/11/2021 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 1/4/2021. Replies due by 1/11/2021. (Koehler Sullivan, Susan) (Filed on 12/18/2020) (Entered: 12/18/2020)
12/18/2020	19	Certificate of Interested Entities by Vigilant Insurance Company identifying Corporate Parent Chubb Limited, Other Affiliate Chubb INA Holdings, Other Affiliate Chubb Group Holdings Inc., Other Affiliate Vigilant Insurance Company, Other Affiliate Federal Insurance Company for Vigilant Insurance Company. (Koehler Sullivan, Susan) (Filed on 12/18/2020) (Entered: 12/18/2020)
01/04/2021	20	OPPOSITION/RESPONSE (re 18 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice Of Motion And Motion To Dismiss; Memorandum Of Points And Authorities In Support Thereof (Fed. R. Civ. P. 12(b)(6))</i>) filed by Another Planet Entertainment, LLC. (Carmel, Anamay) (Filed on 1/4/2021) (Entered: 01/04/2021)
01/04/2021	21	Request for Judicial Notice re 20 Opposition/Response to Motion, filed by Another Planet Entertainment, LLC. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6, # 7 Exhibit 7, # 8 Exhibit 8, # 9 Exhibit 9, # 10 Exhibit 10, # 11 Exhibit 11, # 12 Exhibit 12, # 13 Exhibit 13, # 14 Exhibit 14, # 15 Exhibit 15)(Related document(s) 20) (Carmel, Anamay) (Filed on 1/4/2021) (Entered: 01/04/2021)
01/11/2021	22	REPLY (re 18 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice Of Motion And Motion To Dismiss; Memorandum Of Points And Authorities In Support Thereof (Fed. R. Civ. P. 12(b)(6))</i>) <i>Defendant Vigilant Insurance Companys Reply To Plaintiffs Opposition To Defendants Motion To Dismiss (Fed. R. Civ. P. 12(b)(6))</i> filed by Vigilant Insurance Company. (Koehler Sullivan, Susan) (Filed on 1/11/2021) (Entered: 01/11/2021)
01/14/2021	23	STIPULATION WITH PROPOSED ORDER <i>Stipulation to Continue Case Management Conference</i> filed by Vigilant Insurance Company. (Attachments: # 1 Proposed Order)(Koehler Sullivan, Susan) (Filed on 1/14/2021) (Entered: 01/14/2021)
01/15/2021	24	ORDER by Judge Vince Chhabria granting 23 Stipulation to Continue Case Management Conference. (vclc3S, COURT STAFF) (Filed on 1/15/2021) (Entered: 01/15/2021)
01/21/2021	25	CLERK'S NOTICE PROVIDING ZOOM ACCESS AND REQUIRING ADVANCE REGISTRATION OF COUNSEL FOR CMC ON 2/24/2021. Case Management Statement due by 2/17/2021. Initial Case Management Conference set for 2/24/2021, 02:00 PM, by Videoconference Only. This proceeding will be held via a Zoom webinar. Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/vc Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at vcprd@cand.uscourts.gov no later than Thursday, February 18, 2021, at 10:00 a.m. General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.

		<p>Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knmS, COURT STAFF) (Filed on 1/21/2021) (Entered: 01/21/2021)</p>
02/01/2021	26	STATEMENT OF RECENT DECISION pursuant to Civil Local Rule 7-3.d <i>Notice of Supplemental Authority In Support of its Opposition to Defendant Vigilant Insurance Company's Motion to Dismiss</i> filed by Another Planet Entertainment, LLC. (Attachments: # 1 Exhibit 1)(Related document(s) 20) (Carmel, Anamay) (Filed on 2/1/2021) (Entered: 02/01/2021)
02/04/2021	27	STATEMENT OF RECENT DECISION pursuant to Civil Local Rule 7-3.d <i>Defendant Vigilant Insurance Companys Statement Of Recent Decision In Support Of Motion To Dismiss (Fed. R. Civ. P. 12(b)(6))</i> filed by Vigilant Insurance Company. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4)(Related document(s) 18 , 22 , 20) (Koehler Sullivan, Susan) (Filed on 2/4/2021) (Entered: 02/04/2021)
02/04/2021	28	OBJECTIONS to re 22 Reply to Opposition/Response, 18 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice Of Motion And Motion To Dismiss; Memorandum Of Points And Authorities In Support Thereof (Fed. R. Civ. P. 12(b)(6))</i> , 20 Opposition/Response to Motion, <i>Defendant Vigilant Insurance Companys Objection To Plaintiffs Notice Of Supplemental Authority In Support Of Its Opposition To Defendants Motion To Dismiss</i> by Vigilant Insurance Company. (Koehler Sullivan, Susan) (Filed on 2/4/2021) (Entered: 02/04/2021)
02/08/2021	29	<p>CLERK'S NOTICE RESETTING THE TIME FOR THE HEARING ON 2/11/2021, RE 18 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice Of Motion And Motion To Dismiss; Memorandum Of Points And Authorities In Support Thereof (Fed. R. Civ. P. 12(b)(6))</i>.</p> <p>Motion Hearing set for 2/11/2021, 02:00 PM, by Videoconference Only before Judge Vince Chhabria. This proceeding will be held via a Zoom webinar.</p> <p>Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/vc</p> <p>Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at vcprd@cand.uscourts.gov no later than Tuesday, February 9, 2021, by no later than 10:00 a.m.</p> <p>General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.</p> <p>Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knmS, COURT STAFF) (Filed on 2/8/2021) (Entered: 02/08/2021)</p>
02/11/2021	30	<p>Minute Entry for proceedings held before Judge Vince Chhabria: Motion Hearing held via Zoom on 2/11/2021 re 18 MOTION to Dismiss Defendant Vigilant Insurance Companys Notice Of Motion And Motion To Dismiss filed by Vigilant Insurance Company.</p> <p>The Court heard oral argument and took the matter under submission. A written ruling will be issued.</p> <p>Total Time in Court: 40 minutes. Court Reporter: Hearing recorded via Zoom: 2:37 - 3:17. Plaintiff Attorney: Anamay Carmel and Kirk Pasich. Defendant Attorney: Susan Sullivan.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knmS, COURT STAFF) (Date Filed: 2/11/2021) Modified on 3/23/2021: Matter transcribed by Peggy Schuerger (AdHoc Reporting). (rjds, COURT STAFF). (Entered: 02/11/2021)</p>
02/15/2021	31	AUDIO RECORDINGS ORDER (re: 30 Motion Hearing,,), by Another Planet Entertainment, LLC. Court will send to Anamay M Carmel at acarmel@pasichllp.com a link to the files requested in this order. (Filing fee \$ 32, receipt number 0971-15576499). (Carmel, Anamay) (Filed on 2/15/2021) (Entered: 02/15/2021)
02/17/2021	32	JOINT CASE MANAGEMENT STATEMENT AND [PROPOSED ORDER] filed by Another Planet Entertainment, LLC. (Carmel, Anamay) (Filed on 2/17/2021) (Entered: 02/17/2021)
02/19/2021	33	CLERK'S NOTICE vacating the case management conference scheduled for 2/24/2021. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knmS, COURT STAFF) (Filed on 2/19/2021) (Entered: 02/19/2021)
02/25/2021	34	ORDER by Judge Vince Chhabria granting 18 Motion to Dismiss. Amended Pleading due by 3/11/2021. Response due by 3/25/2021. (vclc3S, COURT STAFF) (Filed on 2/25/2021) (Entered: 02/25/2021)
03/11/2021	35	AMENDED COMPLAINT <i>First</i> against Vigilant Insurance Company. Filed by Another Planet Entertainment, LLC. (Attachments: # 1 Exhibit A Part 1, # 2 Exhibit A Part 2, # 3 Exhibit A Part 3, # 4 Exhibit B, # 5 Exhibit C)(Carmel, Anamay) (Filed on 3/11/2021) (Entered: 03/11/2021)
03/23/2021	36	TRANSCRIPT ORDER for proceedings held on 02/11/2021 before Judge Vince Chhabria by Vigilant Insurance Company, for Court Reporter FTR - San Francisco. (Koehler Sullivan, Susan) (Filed on 3/23/2021) (Entered: 03/23/2021)

03/25/2021	37	Transcript of Proceedings held on 02/11/2021, before Judge Vince Chhabria. Court Reporter/Transcriber Peggy Schuerger/Ad Hoc Reporting, telephone number (619) 228-3774/adhocreporting@aol.com. Per General Order No. 59 and Judicial Conference policy, this transcript may be viewed only at the Clerk's Office public terminal or may be purchased through the Court Reporter/Transcriber until the deadline for the Release of Transcript Restriction. After that date it may be obtained through PACER. Any Notice of Intent to Request Redaction, if required, is due no later than 5 business days from date of this filing. (Re 36 Transcript Order) Redaction Request due 4/15/2021. Redacted Transcript Deadline set for 4/26/2021. Release of Transcript Restriction set for 6/23/2021. (Related documents(s) 36) (pls, COURT STAFF) (Filed on 3/25/2021) (Entered: 03/25/2021)
03/25/2021	38	MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice of Motion and Motion to Dismiss Plaintiffs First Amended Complaint; Memorandum of Points and Authorities In Support Thereof (fed. R. Civ. P. 12(b)(6))</i> filed by Vigilant Insurance Company. Motion Hearing set for 5/6/2021 02:00 PM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 4/8/2021. Replies due by 4/15/2021. (Koehler Sullivan, Susan) (Filed on 3/25/2021) (Entered: 03/25/2021)
04/08/2021	39	OPPOSITION/RESPONSE (re 38 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice of Motion and Motion to Dismiss Plaintiffs First Amended Complaint; Memorandum of Points and Authorities In Support Thereof (fed. R. Civ. P. 12(b)(6))</i>) filed by Another Planet Entertainment, LLC. (Carmel, Anamay) (Filed on 4/8/2021) (Entered: 04/08/2021)
04/08/2021	40	Request for Judicial Notice re 39 Opposition/Response to Motion, to Dismiss filed by Another Planet Entertainment, LLC. (Attachments: # 1 Exhibit A Part 1, # 2 Exhibit A Part 2, # 3 Exhibit B, # 4 Exhibit C)(Related document(s) 39) (Carmel, Anamay) (Filed on 4/8/2021) (Entered: 04/08/2021)
04/15/2021	41	REPLY (re 38 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice of Motion and Motion to Dismiss Plaintiffs First Amended Complaint; Memorandum of Points and Authorities In Support Thereof (fed. R. Civ. P. 12(b)(6))</i>) <i>Defendant Vigilant Insurance Companys Reply To Plaintiffs Opposition To Defendants Motion To Dismiss Plaintiffs First Amended Complaint (Fed. R. Civ. P. 12(b)(6))</i> filed by Vigilant Insurance Company. (Koehler Sullivan, Susan) (Filed on 4/15/2021) (Entered: 04/15/2021)
04/28/2021	42	CLERK'S NOTICE PROVIDING ZOOM ACCESS AND REQUIRING ADVANCE REGISTRATION OF COUNSEL FOR MOTION HEARING ON 5/6/2021, RE 38 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice of Motion and Motion to Dismiss Plaintiffs First Amended Complaint; Memorandum of Points and Authorities In Support Thereof (fed. R. Civ. P. 12(b)(6))</i> . Motion Hearing set for 5/6/2021, 02:00 PM, by Videoconference Only before Judge Vince Chhabria. This proceeding will be held via a Zoom webinar. Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/vc Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at vcprd@cand.uscourts.gov no later than Thursday, April 29, 2021, by no later than 10:00 a.m. General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/ . <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knmS, COURT STAFF) (Filed on 4/28/2021) (Entered: 04/28/2021)
05/04/2021	43	CLERK'S NOTICE vacating the motion hearing scheduled for 5/6/2021, re 38 Motion to Dismiss. The Court will issue a written ruling based on the motion and responsive briefs. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knmS, COURT STAFF) (Filed on 5/4/2021) (Entered: 05/04/2021)
06/21/2021	44	ORDER by Judge Vince Chhabria granting 38 Motion to Dismiss. (vclc3S, COURT STAFF) (Filed on 6/21/2021) (Entered: 06/21/2021)
06/21/2021	45	JUDGMENT. Signed by Judge Vince Chhabria on 6/21/2021. (vclc3S, COURT STAFF) (Filed on 6/21/2021) (Entered: 06/21/2021)
06/28/2021	46	NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by Another Planet Entertainment, LLC. Appeal of Order on Motion to Dismiss 44 , Judgment 45 (Appeal fee of \$505 receipt number 0971-16122967 paid.) (Carmel, Anamay) (Filed on 6/28/2021) (Entered: 06/28/2021)
06/28/2021	47	Statement re 46 Notice of Appeal to the Ninth Circuit, <i>Representation Statement</i> by Another Planet Entertainment, LLC. (Carmel, Anamay) (Filed on 6/28/2021) (Entered: 06/28/2021)
07/01/2021	48	USCA Case Number 21-16093 9th Circuit for 46 Notice of Appeal to the Ninth Circuit, filed by Another Planet Entertainment, LLC. (fabS, COURT STAFF) (Filed on 7/1/2021) (Entered: 07/01/2021)
02/07/2022	49	NOTICE of Change In Counsel by Kirk Alan Pasich (Pasich, Kirk) (Filed on 2/7/2022) (Entered: 02/07/2022)

PACER Service Center

Transaction Receipt

E.R. 795

06/03/2022 11:52:39

PACER Login:	KatheHardiQD	Client Code:	A032.001
Description:	Docket Report	Search Criteria:	3:20-cv-07476-VC
Billable Pages:	7	Cost:	0.70

02/25/2021	34	ORDER by Judge Vince Chhabria granting 18 Motion to Dismiss. Amended Pleading due by 3/11/2021. Response due by 3/25/2021. (vclc3S, COURT STAFF) (Filed on 2/25/2021) (Entered: 02/25/2021)
03/11/2021	35	AMENDED COMPLAINT <i>First</i> against Vigilant Insurance Company. Filed by Another Planet Entertainment, LLC. (Attachments: # 1 Exhibit A Part 1, # 2 Exhibit A Part 2, # 3 Exhibit A Part 3, # 4 Exhibit B, # 5 Exhibit C)(Carmel, Anamay) (Filed on 3/11/2021) (Entered: 03/11/2021)
03/23/2021	36	TRANSCRIPT ORDER for proceedings held on 02/11/2021 before Judge Vince Chhabria by Vigilant Insurance Company, for Court Reporter FTR - San Francisco. (Koehler Sullivan, Susan) (Filed on 3/23/2021) (Entered: 03/23/2021)
03/25/2021	37	Transcript of Proceedings held on 02/11/2021, before Judge Vince Chhabria. Court Reporter/Transcriber Peggy Schuerger/Ad Hoc Reporting, telephone number (619) 228-3774/adhocreporting@aol.com. Per General Order No. 59 and Judicial Conference policy, this transcript may be viewed only at the Clerk's Office public terminal or may be purchased through the Court Reporter/Transcriber until the deadline for the Release of Transcript Restriction. After that date it may be obtained through PACER. Any Notice of Intent to Request Redaction, if required, is due no later than 5 business days from date of this filing. (Re 36 Transcript Order) Redaction Request due 4/15/2021. Redacted Transcript Deadline set for 4/26/2021. Release of Transcript Restriction set for 6/23/2021. (Related documents(s) 36) (pls, COURT STAFF) (Filed on 3/25/2021) (Entered: 03/25/2021)
03/25/2021	38	MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice of Motion and Motion to Dismiss Plaintiffs First Amended Complaint; Memorandum of Points and Authorities In Support Thereof (fed. R. Civ. P. 12(b)(6))</i> filed by Vigilant Insurance Company. Motion Hearing set for 5/6/2021 02:00 PM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 4/8/2021. Replies due by 4/15/2021. (Koehler Sullivan, Susan) (Filed on 3/25/2021) (Entered: 03/25/2021)
04/08/2021	39	OPPOSITION/RESPONSE (re 38 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice of Motion and Motion to Dismiss Plaintiffs First Amended Complaint; Memorandum of Points and Authorities In Support Thereof (fed. R. Civ. P. 12(b)(6))</i>) filed by Another Planet Entertainment, LLC. (Carmel, Anamay) (Filed on 4/8/2021) (Entered: 04/08/2021)
04/08/2021	40	Request for Judicial Notice re 39 Opposition/Response to Motion, <i>to Dismiss</i> filed by Another Planet Entertainment, LLC. (Attachments: # 1 Exhibit A Part 1, # 2 Exhibit A Part 2, # 3 Exhibit B, # 4 Exhibit C)(Related document(s) 39) (Carmel, Anamay) (Filed on 4/8/2021) (Entered: 04/08/2021)
04/15/2021	41	REPLY (re 38 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice of Motion and Motion to Dismiss Plaintiffs First Amended Complaint; Memorandum of Points and Authorities In Support Thereof (fed. R. Civ. P. 12(b)(6))</i>) <i>Defendant Vigilant Insurance Companys Reply To Plaintiffs Opposition To Defendants Motion To Dismiss Plaintiffs First Amended Complaint (Fed. R. Civ. P. 12(b)(6))</i> filed by Vigilant Insurance Company. (Koehler Sullivan, Susan) (Filed on 4/15/2021) (Entered: 04/15/2021)
04/28/2021	42	CLERK'S NOTICE PROVIDING ZOOM ACCESS AND REQUIRING ADVANCE REGISTRATION OF COUNSEL FOR MOTION HEARING ON 5/6/2021, RE 38 MOTION to Dismiss <i>Defendant Vigilant Insurance Companys Notice of Motion and Motion to Dismiss Plaintiffs First Amended Complaint; Memorandum of Points and Authorities In Support Thereof (fed. R. Civ. P. 12(b)(6))</i> .

		<p>Motion Hearing set for 5/6/2021, 02:00 PM, by Videoconference Only before Judge Vince Chhabria. This proceeding will be held via a Zoom webinar.</p> <p>Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/vc</p> <p>Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at vccrd@cand.uscourts.gov no later than Thursday, April 29, 2021, by no later than 10:00 a.m.</p> <p>General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.</p> <p>Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i>(knmS, COURT STAFF) (Filed on 4/28/2021) (Entered: 04/28/2021)</p>
05/04/2021	43	<p>CLERK'S NOTICE vacating the motion hearing scheduled for 5/6/2021, re 38 Motion to Dismiss. The Court will issue a written ruling based on the motion and responsive briefs. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knmS, COURT STAFF) (Filed on 5/4/2021) (Entered: 05/04/2021)</p>
06/21/2021	44	<p>ORDER by Judge Vince Chhabria granting 38 Motion to Dismiss. (vclc3S, COURT STAFF) (Filed on 6/21/2021) (Entered: 06/21/2021)</p>
06/21/2021	45	<p>JUDGMENT. Signed by Judge Vince Chhabria on 6/21/2021. (vclc3S, COURT STAFF) (Filed on 6/21/2021) (Entered: 06/21/2021)</p>
06/28/2021	46	<p>NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by Another Planet Entertainment, LLC. Appeal of Order on Motion to Dismiss 44 , Judgment 45 (Appeal fee of \$505 receipt number 0971-16122967 paid.) (Carmel, Anamay) (Filed on 6/28/2021) (Entered: 06/28/2021)</p>
06/28/2021	47	<p>Statement re 46 Notice of Appeal to the Ninth Circuit, <i>Representation Statement</i> by Another Planet Entertainment, LLC. (Carmel, Anamay) (Filed on 6/28/2021) (Entered: 06/28/2021)</p>
07/01/2021	48	<p>USCA Case Number 21-16093 9th Circuit for 46 Notice of Appeal to the Ninth Circuit, filed by Another Planet Entertainment, LLC. (fabS, COURT STAFF) (Filed on 7/1/2021) (Entered: 07/01/2021)</p>
02/07/2022	49	<p>NOTICE of Change In Counsel by Kirk Alan Pasich (Pasich, Kirk) (Filed on 2/7/2022) (Entered: 02/07/2022)</p>

PACER Service Center			
Transaction Receipt			
03/07/2022 12:32:20			
PACER Login:	ndavis123	Client Code:	
Description:	Docket Report	Search Criteria:	3:20-cv-07476-VC

Billable Pages:	7	Cost:	0.70
------------------------	---	--------------	------