

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:	:	Chapter 11
	:	
BL RESTAURANTS HOLDING, LLC, <i>et al.</i> , ¹	:	Case No. 20-10156 (CTG)
	:	
Liquidating Debtors.	:	(Jointly Administered)
	:	
STARR INDEMNITY & LIABILITY COMPANY,	:	
Plaintiff,	:	Adv. No. _____
v.	:	Judge Craig Todd Goldblatt
	:	
BL RESTAURANTS HOLDING, LLC,	:	
BL RESTAURANT OPERATIONS, LLC,	:	
BL RESTAURANT FRANCHISES, LLC,	:	
BL HUNT VALLEY, LLC, AND THE	:	
GUC TRUST	:	
Defendants.	:	

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, STARR INDEMNITY & LIABILITY COMPANY (“Starr”), by and through undersigned counsel, hereby submits its Complaint for Declaratory Judgment against Defendants, BL Restaurants Holding, LLC, BL Restaurant Operations, LLC, BL Restaurant Franchises, LLC, and BL Hunt Valley, LLC, (collectively “Debtors”), and the GUC Trust (Debtors and the GUC Trust referred to collectively as “Defendants”) (Starr and Defendants referred to collectively as the “Parties”), and states as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each of the Debtors’ respective federal tax identification numbers, are as follows: BL Restaurants Holding, LLC (6665); BL Restaurant Operations, LLC (7062); BL Restaurant Franchises, LLC (6923); and BL Hunt Valley, LLC (9513). The Debtors’ headquarters and mailing address is: 4550 Beltway Drive, Addison, TX 75001.

I. NATURE OF THE ACTION

1. This is an action to set forth and determine the rights, obligations, and liabilities that exist with respect to the terms and conditions of insurance policies, including the Self-Insured Retention (“SIR”) Endorsement contained within Starr’s General Liability insurance policy, that was issued to Debtor between 2019 and 2020 (the “Policy”), which were deemed by this Court’s order confirming Debtors’ Chapter 11 plan of liquidation as executory contracts assumed by Debtors and the GUC Trust.²

2. Specifically, Starr seeks to enforce the Defendants’ obligations to defend all claims³ asserted against the Defendants, and to make payments consistent with the Self-Insured Retention Endorsement contained within the Policy, such that Starr’s duties under the Policy are not triggered until the Self-Insured Retention is met by the insured related to each occurrence.

3. Accordingly, this action is brought pursuant to 28 U.S.C. § 2201, the Declaratory Judgment Act, which provides for this Court to adjudicate a party’s rights and other legal relations in actual controversy.

II. PARTIES

4. BL Restaurants Holding, LLC is a limited liability company organized under the laws of the state of Delaware with its mailing address at 4550 Beltway Drive, Addison, TX 75001.

5. BL Restaurant Operations, LLC is a limited liability company organized under the laws of the state of Delaware with its mailing address at 4550 Beltway Drive, Addison, TX 75001.

² Proposed Findings of Fact, Conclusions of Law, and Order Confirming the Amended Joint Chapter 11 Plan of Liquidation of BL Restaurants Holding, LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the “Confirmation Order”) Dkt. 827, Case No. 20-10156-CTG.

³ Claims have been asserted by *inter alia* individuals with the following sur names: Aganon, Nicole, Tyler, Mary, and Nasef, Ehab (“Claimants”). These, and all other claims that have been or could be asserted against the Debtors under the Policy are referred to collectively as the “Claims”.

6. BL Restaurant Franchises, LLC is a limited liability company organized under the laws of the state of Delaware with its mailing address at 4550 Beltway Drive, Addison, TX 75001.

7. BL Hunt Valley, LLC is a limited liability company organized under the laws of the state of Maryland with its mailing address at 4550 Beltway Drive, Addison, TX 75001.

8. The GUC Trust is a trust created pursuant to the GUC Trust Agreement, as set forth in Debtors' confirmed Amended Joint Chapter 11 Plan of Liquidation for the purpose of liquidating Debtors' assets, administering general unsecured claims, and prosecuting avoidance actions. The GUC Trust became effective upon the Confirmation Order becoming a final order and full execution of the GUC Trust Agreement.

9. Starr Indemnity & Liability Company is a property and casualty insurance company incorporated in the State of Texas and maintains its main administrative office at 399 Park Avenue, New York, New York, 10022.

III. JURISDICTION AND VENUE

10. This Court has jurisdiction over this declaratory judgment action pursuant to 28 U.S.C. §§ 157(c) and 1334 and Amended Standing Order of Reference from the United States District Court for the District of Delaware dated February 29, 2012. While this action is a "non-core" bankruptcy proceeding, as it involves interpretation of an insurance policy, this proceeding is directly "related to" Debtors' Bankruptcies filed in this Court, pursuant to 28 U.S.C. § 157(c). Specifically, this declaratory judgment action requires interpretation of *inter alia* this Court's Confirmation Order of April 21, 2021 (Dkt. 827, Case No. 20-110156).

11. Given that the proceedings are related to one another, and directly affect the interpretation of this Court's orders, Starr consents to this action proceeding with, and the entry of a final order by, the United States Bankruptcy Court, District of Delaware, pursuant to 28 U.S.C.

§ 157(c)(2) and Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, with respect to this action.

IV. FACTUAL ALLEGATIONS

12. This action arises out of and concerns the handling of ongoing Claims at issue for which Debtors' bankruptcy's automatic stay has been or may be lifted. Starr is aware of three currently pending claims against Debtors.

13. Between 2014 and 2020, Starr wrote multiple insurance policies under which Debtors were identified in the coverage as Named Insureds, including general liability policy No. 1000305159191.⁴

14. On January 27, 2020, Debtors filed their Chapter 11 Voluntary Petitions. *See e.g.* Dkt. 1, Case Nos. 20-10156-CTG, 20-10157-CTG, 20-10159-CTG, and 20-10160-CTG.

15. Debtors' filed their Amended Joint Chapter 11 Plan of Liquidation of BL Restaurants Holdings LLC and its Debtor Affiliates (the "Plan" Dkt. 788, Case No. 20-10156-CTG) on March 10, 2021. The Plan proposed transferring the remainder of Debtors' assets not sold under the Asset Purchase Agreement into a trust. The Plan creates the GUC Trust to hold the remaining assets to be liquidated by a trustee for distribution to the holders of allowed general unsecured claims.

16. The Plan provides:

7.1 Contracts and Leases. On the Effective Date, all executory contracts, employment agreements and unexpired leases other than those leases and contracts that were previously assumed or rejected, shall be deemed automatically rejected as of that date or such earlier date as the Debtors may have unequivocally terminated such lease or contract. The

⁴ Starr also wrote additional policies identifying Debtors as Named Insureds, including: Policy Nos. 1000001402, 1000001403, 1000305013, 100305014, 100305038151, 100305038161, 100305041151, 100305041161, 100305159171, 100030515981, 100555021181, 1000555021191, BTAI00531, SISIPCA08296114, SISIPCA08296115, SISIPCA08296116, SISIPCA08296117, SISIPCA08296118, SISIPCA08296119, SISIPCA08331315, SISIPCA08331316, SISIPCA08331317, SISIPCA08331318, and SISIPCA08331319.

Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections as of the Effective Date, pursuant to section 365 of the Bankruptcy Code.

Plan p. 33, Dkt. 788, Case No. 20-10156-CTG.

17. The Bankruptcy Court entered an order confirming the Plan on April 21, 2021. Dkt. 827, Case No. 20-10156-CTG (the “Confirmation Order”).

18. The Confirmation Order references insurance policies, providing the following:

83. **Insurance Issues.** Notwithstanding any other term or provision in the Plan, or this Confirmation Order, nothing in the Plan or this Confirmation Order (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release or requires a part [sic] to opt out of any releases) alters the rights and obligations of the Debtors and the Debtors’ insurers (or any of their third party administrators) under any insurance policies and any agreements related thereto or modifies the coverage provided thereunder or the terms and conditions thereof except that on and after the Effective Date, the Debtors and the GUC Trust shall become and remain jointly and severally liable for all of the Debtors’ obligations under the insurance policies and agreements regardless of whether such obligations arise before or after the Effective Date. Any such rights and obligations shall be determined under the applicable insurance policies and agreements and applicable non-bankruptcy law.

Confirmation Order pg. 26, Dkt. 827, Case 20-10156-CTG.

19. Pursuant to the Confirmation Order, any of Debtors’ insurance policies were assumed by the Debtor and the GUC Trust and the Policy is an enforceable contract. Accordingly, under the terms of the Plan, the inherent benefits and duties under the Policy are assumed by Debtors, for which the GUC Trust is jointly and severally liable.⁵ As Debtors and the GUC Trust have assumed the Policy to enjoy the benefits provided, they must comply with the duty to defend and related deductible/Self-Insured Retention obligations.

⁵ “[T]he Debtors and the GUC Trust shall become and remain jointly and severally liable for all of the Debtors’ obligations under the insurance policies and agreements.” Confirmation Order pg. 26, Dkt. 827, Case 20-10156-CTG.

20. In addition, the Debtors have entered into a Third Party Administrator Agreement (“TPA Agreement”), contracting out its defense obligations to a third party administrator, for the defense of pending and future Claims. Accordingly, the TPA Agreement is another defense obligation that is assumed by RS Fit, and RS Fit must comply with that contract as well, or otherwise defend the claims.

The Policy

21. The limits of insurance for each of the coverages provided by the Policy apply in excess of a Self-Insured Retention (“SIR”). *See Exhibit A*, p. 91.

22. The SIR for the Policy is \$50,000. *Id.* at p. 91 and 7. The Policy contains an aggregate policy limit of \$2,000,000. *Id.*

23. Defendants assumed the Policy to enjoy the benefits provided, but they also consented to the related obligations.

24. Defendants’ obligations related to any past, pending, or future Claims made against Debtors or related entities for which coverage is sought requires Defendants to defend those Claims, pursuant to the Policy. *See id.* at p. 90.

25. Further, pursuant to the terms of the Policy, the SIR must be satisfied prior to any obligation of Starr under the Policy. *See id.* at pp. 90-91.

26. Defendants’ obligations under the Policy’s SIR Endorsements apply to both defense costs and damages. *See id.* at p. 90.

27. Starr has no obligation under the Policy unless and until the SIR amount has been satisfied by Defendants. Under the Policy, Starr is obligated to pay only “those sums in excess of [\$50,000] that the Insured becomes legally obligated to pay.” *See id.* The respective SIR amounts apply separately to each incident, each occurrence, each offense, and each event. *See id.* at p. 91. The Aggregate Limit of Liability for each coverage section and each combined coverage section

is the maximum limit of liability of the Insurer for all Loss, including defense costs, *i.e.* \$2,000,000. *See id.* at p. 7.

28. Moreover, the Policy has been assumed by Defendants, as ordered by this Court.

**Defendants Have Failed to Honor
Their Defense Obligations as Required by the SIR Endorsement**

29. Failure on the part of Defendants to defend and to pay the SIR is a breach of the terms of the Policy.

30. The ongoing claims at issue include but are not limited to Nicole Aganon's filed Claim No. 302047431630001 and Ehab Nasef's filed Claim No. 301937146780001.

31. On May 13, 2021, undersigned counsel asked counsel for Defendants to confirm that Defendants intended to defend any Claims asserted against the Debtors, and to pay the Self-Insured Retentions for the Claims. *See Exhibit B.* As of the date of filing, there has been no such agreement.

32. Defendants are obligated to pay settlement costs in those matters where the applicable SIR amount has not been exhausted; however, Defendants have made no indication they have paid or intend to pay these amounts in reference to pending or future Claims.

33. Defendants are obligated to satisfy the SIR amount of \$50,000 for each of the Claims. Defendants have not cooperated in their duty to pay reasonable settlement amounts within the SIR, and their inaction has made clear they have no intent to do so.

34. Defendants are obligated to pay for the defense costs or settlements paid for the Claims unless Starr exercises its right to investigate or settle any Claim. Even if Starr exercises its right to investigate or settle any claim, the Policy provides the insured is responsible for the SIR amount of \$50,000 for each Claim. Defendants have not advised of any settlements paid pursuant

to the pending Claims, and; therefore, have not yet satisfied the SIR obligations or cooperation clauses under the Policy.

35. If Defendants fail to effectively defend pending and future Claims or allow any default judgments to be entered, Starr could be faced with additional litigation, indemnity exposure, and additional settlements or judgments in excess of the SIR. Such a result would be unjust as to Starr where its insured failed to meet its duty to defend and pay the SIR obligations, and would detrimentally impact Starr, as it may be required to pay pending settlements and future judgments for which it is not obligated to pay, causing an unjust result for Starr and other insureds who may have valid claims.

36. More importantly, failure to defend Claims as required under the Policy is a breach of that Policy and jeopardizes coverage under the Policy.

37. It is essential that this Honorable Court intervene and enter an order of declaratory judgment enforcing *inter alia* Defendants' SIR obligations, their obligations to defend and resolve pending and future Claims, their duty to pay settlement costs subject to the SIR, and their duty to avoid default judgments. Court intervention is required so Starr can be relieved from insecurity and uncertainty as to the extent of future damages, and determine its current and future actions with regard to pending and future Claims.

38. Therefore, this declaratory judgment action seeks declarations of the contractual rights and responsibilities between Defendants and Starr related to the insurance Policy issued to Debtors between 2019 and 2020, as assumed pursuant to Confirmation Order, and related to pending and future Claims against the Debtors under the Policy.

Starr

39. Starr has a current and future interest in binding and legal declarations as to: which of the Defendants constitute the insured under the Policy; what Defendants' obligations are

pursuant to the Policy related to the defense and settlement of all Claims, present and future; and confirmation that Starr's obligations do not attach to any claim unless and until the SIR amount has been satisfied by the appropriate insured for that claim.

COUNT I – DECLARATORY JUDGMENT

40. Plaintiff repeats, restates, and realleges the allegations of the above-stated paragraphs, and sub-paragraphs, as if fully set forth herein.

41. There exists an actual, immediate, and justiciable dispute between Starr and the Defendants as required under Fed. R. Civ. P. 57.

42. Pursuant to Fed. R. Civ. P. 57, this Court is empowered, in cases of actual controversy, to make binding declarations of rights, having the force of final judgments.

43. The Policy has been deemed to be executory by this Court's Confirmation Order, which declared that the above-described Policy was assumed by and assigned to the Debtors and the GUC Trust. Where a policy is deemed executory, the Defendants must comply with all terms, including the obligation to defend, and pay the SIR.

44. Despite the Court's orders allowing assumption and/or assignment of the Policy, Defendants have made no indication that they intend to satisfy the duty to defend or honor their obligation to pay the SIR.

45. By reason of the foregoing, a declaratory judgment is both necessary and proper in order to set forth and determine the rights, obligations, and liabilities that exist between the Parties with respect to the Policy and this Court's orders.

46. There is a close nexus between this declaratory judgment action and the Confirmation Order, which constitutes actual controversy requiring intervention by this Court⁶.

47. The following issues are matters of actual controversy for which declaratory judgment is sought:

- I. Pursuant to the Policy's SIR Endorsements, Defendants are responsible for all amounts owed or due up to \$50,000 per occurrence.
- II. The SIR endorsement contained in the Policy obligates the insured to defend any and all Claims.
- III. Pursuant to the Policy's SIR Endorsements, Starr's obligations do not attach to any Claims unless and until the SIR amount has been satisfied by the insured for that Claim.
- IV. Pursuant to the Policy's SIR Endorsements, the insured shall defend any future Claims and fund the defense and/or settlement of those Claims related to causes of action brought under the Policy.
- V. Pursuant to the Policy's SIR Endorsements, Starr has no obligation to defend pending or future Claims brought against the insured or affiliated debtors.
- VI. The Policy contains an aggregate policy limit of \$2,000,000.
- VII. Pursuant to the confirmed Plan, the Debtors' insurance policies were assumed and unaltered, and on the Effective Date, the Debtors and the GUC Trust were to become and remain jointly and severally liable for all of Debtors' obligations under any insurance policies and agreements regardless of whether such obligations arose before or after the Effective Date.

COUNT II – BREACH OF CONTRACT

48. Plaintiff repeats, restates, and realleges the allegations of the above-stated paragraphs, and sub-paragraphs, as if fully set forth herein.

49. Defendants owe direct contractual duties to Starr, pursuant to the Policy, as provided by the Confirmation Order.

⁶ In the Confirmation Order, the Court retained jurisdiction "over all matters arising out of, or related to, these chapter 11 cases and the Plan." p. 25-26, ¶ 80, Dkt. 827, Case No. 20-10156-CTG.

50. Defendants have a duty to investigate and defend all pending and future Claims.
51. Defendants have a duty to pay the initial \$50,000 as the “Retained Limit,” as per the terms of the Policy and the SIR endorsement.
52. Defendants have a duty to cooperate with Starr regarding the investigation, defense, and settlement of all pending and future Claims, pursuant to the Policy.
53. Defendants have breached their duty to investigate, defend, and settle all pending Claims.
54. Defendants have breached their duty to cooperate with Starr in the investigation, defense and settlement of pending or future Claims.
55. There is no bona fide dispute concerning the scope and application of the insurance duties owed to Starr under the SIR and the Policy. BLH Acquisition Co., LLC and/or Debtors and the GUC Trust duties to Starr are clear, and it has breached those duties.
56. Starr, as Defendants’ insurer, has been damaged by Defendants’ conduct and will be damaged in the future.
57. Defendants have not provided documents or information related to the defense, investigation, or settlement of pending litigation, or its finances available to fund any settlements, and has not honored its obligations under the Policy.
58. Starr, as Defendants’ insurer, is entitled to compensatory damages under the SIR, including without limitation damages to defend and settle all the pending Claims, other damages, costs, attorneys’ fees, expenses, and all other amounts provided for under applicable law.

COUNT III – ANTICIPATORY BREACH OF CONTRACT

59. Plaintiff repeats, restates, and realleges the allegations of the above-stated paragraphs, and sub-paragraphs, as if fully set forth herein.

60. Defendants owe direct contractual duties to Starr, pursuant to the Policy.
61. Defendants owe direct contractual duties to Starr, pursuant to the Confirmation Order.
62. Defendants have a duty to investigate and defend all pending and future Claims.
63. Defendants have a duty to pay the initial \$50,000 as the “Retained Limit,” as per the terms of the Policy and the SIR endorsement.
64. Defendants have a duty to cooperate with Starr regarding the investigation, defense, and settlement of the pending Claim and all future Claims, pursuant to the Policy.
65. Defendants have anticipatorily breached their duty to investigate, defend, and settle the pending Claim and all future Claims.
66. Defendants have anticipatorily breached their duty to cooperate with Starr in the investigation, defense and settlement of all pending and future Claims.
67. There is no bona fide dispute concerning the scope of the insurance duties owed to Starr under the SIR and Policy. Defendants’ duties to Starr are clear, and its conduct indicates it will continue to breach those duties.
68. Starr, as Defendants’ insurer, has been damaged by Defendants’ conduct and will be damaged in the future.
69. Defendants have not provided documents or information related to the defense investigation, or settlement of pending litigation, or its finances available to fund any settlements, and has not honored its obligations under the Policy.
70. Starr, as Defendants’ insurer, is entitled to compensatory damages under the SIR, including without limitation damages to defend and settle all pending and future Claims, other damages, costs, attorneys’ fees, expenses, and all other amounts provided for under applicable law.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing, Starr Indemnity & Liability Company respectfully requests this Court grant relief to Starr on each of the above-stated causes of action, as follows:

- a. Declare, adjudge, and decree that per the Confirmation Order, the Policy is a fully enforceable contract;
- b. Declare, adjudge, and decree that the Confirmation Order requires Defendants to comply with the terms of the Policy;
- c. Declare, adjudge, and decree that Defendants have breached the Policy and damaged Starr, enforcing and consistent with the issues set forth in Paragraph 47, subparagraphs I through VII, of this Complaint for Declaratory Judgment;
- d. Award compensatory damages as supported by the evidence presented;
- e. Award such other damages as are permissible and appropriate, including without limitation all costs, fees, including attorneys' fees, and expenses, available under applicable law; and
- f. For such other and further relief as this Honorable Court may deem just and proper.

Dated: July 1, 2021

Respectfully Submitted,

FINEMAN, KREKSTEIN & HARRIS PC

/s/ Deirdre M. Richards

Deirdre M. Richards (No.4191)

1300 N. King Street

Wilmington, DE 19801

Tel: (302) 538-8331; Fax: (302) 394- 9228

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-And-

Susan N.K. Gummow (Admitted *Pro Hac Vice*)

Andrew T. Perry (Admitted *Pro Hac Vice*)

Shannon M. Geier (Admitted *Pro Hac Vice*)

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sgeier@fgppr.com

Counsel for Starr Indemnity & Liability Company

EXHIBIT A



Starr Indemnity & Liability Company

Starr Indemnity & Liability Company Commercial Casualty Impairment Liability Program Claim Reporting Guidelines

Please Send All Commercial Casualty Impairment Loss Notices To:

Sedgwick
PO Box 14155
Lexington, KY 40512

Claims E-mail: 6260StarrCompanies@sedgwickcms.com
Claims Fax: (855) 563-4382
After hours emergency call service:
(855) 498-2379

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact Sedgwick by telephone, please do so at (855) 498-2379.

Consult Your Policy For Loss Reporting Requirements

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr Indemnity & Liability Company policy, or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Our claim's administrator will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify the person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.



IMPORTANT NOTICE - TEXAS

PLEASE READ THIS NOTICE CAREFULLY

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Starr Indemnity & Liability Company's toll-free telephone number for information or to make a complaint at:

1-866-519-2522

You may also write to **Starr Indemnity & Liability Company** at:

**399 Park Avenue, 8th Floor
New York, NY 10022**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Starr Indemnity & Liability Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Starr Indemnity & Liability Company's para obtener información o para presentar una queja al:

1-866-519-2522

Usted también puede escribir a **Starr Indemnity & Liability Company**:

**399 Park Avenue, 8th Floor
New York, NY 10022**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

TEXAS POLICYHOLDER NOTICE – ASBESTOS AND SILICA EXCLUSION ENDORSEMENT

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This Notice does **NOT** form a part of your insurance contract. The Notice is designed to alert you to coverage changes when the Asbestos And Silica Exclusion Endorsement is attached to this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy, and the endorsements attached to your policy, carefully.

This Notice contains a brief synopsis of the following endorsement:

- **OG 142 – Asbestos And Silica Exclusion Endorsement**

When the above referenced endorsement is attached to your policy, coverage for "bodily injury" or "property damage" or "personal and advertising injury" arising from exposure to asbestos or silica, as described in the endorsement, is excluded.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

IMPORTANT NOTICE TO TEXAS POLICYHOLDERS

Pursuant to Texas Administrative Code, Starr Indemnity & Liability Company is required to notify its policyholders that accident prevention services are available from Starr Indemnity & Liability Company at no additional charge. These services may include:

- Analyses of Accident Causes
- Loss Control Consultations
- Surveys
- Training Programs

If you would like more information about these services, please contact Starr Indemnity & Liability Company at 1-855-656-6365 and LC.Staterequest@starrcompanies.com for accident prevention services.

If Starr Indemnity & Liability Company fails to respond to your request for accident prevention services, you may file a complaint with the Texas Department of Insurance in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Property and Casualty Section – Loss Control Program at:

**P. O. Box 149104
Austin, Texas 78714-9104**



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

**INTERLINE
SIIL-0014 MI (0512)**

MICHIGAN POLICYHOLDER NOTICE

This policy is exempt from the filing requirements of § 2236 of the Insurance Code of 1956, 1956 PA 218, MCL § 500.2236. This notice becomes part of the policy.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

TEXAS COMMERCIAL GENERAL LIABILITY, INCLUDING LIQUOR LIABILITY, DECLARATIONS

POLICY NO: 1000305159191

RENEWAL OF NO: 1000305159181

NAMED INSURED & MAILING ADDRESS:

BL Restaurant Operations, LLC
4550 Beltway Dr.
Addison TX 75001

PRODUCER'S NAME & MAILING ADDRESS

Lockton Companies, LLC
3601 SW 160th Avenue 200
Miramar FL 33027

POLICY PERIOD: From May 30, 2019 to May 30, 2020 at 12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☒ LIMITED LIABILITY COMPANY ☐ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) ☐ TRUST

DESCRIPTION OF BUSINESS: ON FILE WITH COMPANY

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY: ON FILE WITH COMPANY

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

POLICY PREMIUM:

PREMIUM FOR TERRORISM COVERAGE:

MINIMUM PREMIUM:



(included in Policy Premium)

SCHEDULE OF STATE TAXES, FEES AND SURCHARGES, IF APPLICABLE:**

**State Taxes, Fees and Surcharges shown are in addition to the above referenced Policy Premium. State Taxes, Fees and Surcharges are not applicable in Texas.

ENDORSEMENTS ATTACHED TO THIS POLICY: (SEE ATTACHED FORMS SCHEDULE)

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE

FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY

Date Issued: June 25, 2019

LIMITS OF INSURANCE		
GENERAL LIABILITY		
EACH OCCURRENCE LIMIT	\$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 300,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT ANY ONE PERSON	\$ 10,000	ANY ONE PERSON
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
LIQUOR LIABILITY		
EACH COMMON CAUSE LIMIT	\$ 1,000,000	
AGGREGATE LIMIT	\$ 2,000,000	

RETROACTIVE DATE (CG 00 02 ONLY)
RETROACTIVE DATE: NONE (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES.)

RETROACTIVE DATE (CG 00 34 ONLY)
RETROACTIVE DATE: NONE (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES.)

CLASSIFICATION AND PREMIUM						
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Prem/Ops	Prod/Comp Op	Prem/Ops	Prod/Comp Ops
SEE COMPOSITE RATE ENDORSEMENT			\$	\$	\$	\$
					Total: \$ [REDACTED]	

A = AREA
 M = ADMISSIONS
 O = TOTAL OPERATING EXPENSES
 P = PAYROLL
 S = GROSS SALES
 T = OTHER
 U = UNITS (EACH)

AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/> ANNUAL	<input type="checkbox"/> SEMI- ANNUAL	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY
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ADDRESS OF INSURER AND ITS AUTHORIZED AGENTS FOR NOTICES UNDER THIS POLICY

A. Claims - Related Notices:

New Claims must be reported to: Sedgwick
6260StarrCompanies@sedgwickcms.com
Claims Phone Number: (855) 498-2379

Fax: (855) 563-4382

Address:
PO Box 14155
Lexington KY 40512

After hours emergency service call: (855) 498-2379

All Other Notices to the Insurer: Starr Indemnity & Liability Company
399 Park Avenue 8th Floor
New York, NY 10022

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE OF THE APPLICABLE COVERAGE PART(S) FOR DETAILS

The foregoing discloses all hazards insured hereunder known to exist at the inception date of this Policy, unless otherwise stated herein by endorsement on this Policy.

COUNTERSIGNED

June 25, 2019

BY



DATE

AUTHORIZED REPRESENTATIVE

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

Schedule of State Taxes, Fees and Surcharges Page

Schedule of State Taxes, Fees and Surcharges, If Applicable:

Kentucky Municipal Tax 15.00%	\$394.50
Kentucky Public Service Surcharge 1.80%	\$47.34
Virginia Birth Related Neurological Injury Compensation Fund 0.25%	\$68.04
New Jersey Property Liability Guaranty Fund 0.60%	\$223.54
Total	\$733.42



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

**INTERLINE
SIIL-0000 (1212)**

SIGNATURE PAGE

In witness whereof, we, as officers of the stock Company designated on the Declarations Page, have caused this policy to be executed and attested. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Steve Blakey
President

Nehemiah E. Ginsburg
Senior Counsel and Senior Vice
President

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Policy Number: 1000305159191 **Effective Date:** May 30, 2019 at 12:01 A.M.
Named Insured: BL Restaurant Operations, LLC

This policy includes all the forms and endorsements listed in the Schedule below:

SCHEDULE OF FORMS AND ENDORSEMENTS

Claim Reporting Guidelines	CLAIMS RPT (00/00)
Important Notice - TX	SIPN 018 (06/16)
Texas Policyholder Notice - Asbestos and Silica Exclusion Endorsement	OG 205 TX (12/12)
Michigan Policyholder Notice	SIIL 0014 MI (05/12)
Texas Commercial General Liability, Including Liquor Liability, Declarations	GLLL 001 TX D (03/17)
Signature Page	SIIL 0000 (12/12)
U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders	IL P 001 01 04
Schedule of Forms & Endorsements	PC 101 (02/09)
Schedule of Locations	PC 102 (02/09)
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Texas Changes - Duties	IL 01 68 03 12
Texas Changes - Cancellation And Nonrenewal Provisions For Casualty Lines And Commercial Package Policies	IL 02 75 11 13
Disclosure Pursuant To Terrorism Risk Insurance Act	IL 09 85 01 15
Commercial General Liability Coverage Form	CG 00 01 04 13
Employee Benefits Liability Insurance (Claims Made Basis)	OG 188 (04/12)
Texas Changes	CG 01 03 06 06
Texas Changes - Employment-Related Practices Exclusion	CG 26 39 12 07



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Texas Policyholder Notice - Total Lead Exclusion	OG 206 TX (12/12)
Earlier Notice of Cancellation Provided by Us	CG 02 24 10 93
Primary And Noncontributory - Other Insurance Condition	CG 20 01 04 13
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization - CG 20 10 04 13	CG 20 10 04 13
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization - CG 20 10 04 13	CG 20 10 04 13
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization - CG 20 10 04 13	CG 20 10 04 13
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG 20 10 04 13
Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception Not Included	CG 21 07 05 14
Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception	CG 21 65 12 04
Fungi Or Bacteria Exclusion	CG 21 67 12 04
Exclusion of Other Acts of Terrorism Committed Outside the United States Cap on Losses from Certified Acts of Terrorism	CG 21 71 01 15
Exclusion of Certified Nuclear Biological Chemical or Radiological Acts of Terrorism Cap on Losses from Certified Acts of Terrorism	CG 21 84 01 15
Silica or Silica-Related Dust Exclusion	CG 21 96 03 05
Waiver of Transfer of Rights of Recovery Against Others to Us	CG 24 04 05 09
Products/Completed Operations Hazard Redefined - CG 24 07	CG 24 07 01 96
Composite Rating Plan Premium Endorsement	OG 100 (11/09)
Notice and Knowledge of an Occurrence Endorsement	OG 102 (10/14)
Montrose Exclusion	OG 106 TX (12/11)
Extension Schedule of Named Insureds	OG 112 (03/12)



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Unintentional Errors and Omissions Endorsement	OG 114 (07/11)
Amended Definition of Bodily Injury Endorsement	OG 120 (07/11)
Knowledge of Occurrence Endorsement	OG 131 (07/11)
MTBE and Other Fuel Oxygenates Exclusion	OG 133 (07-11)
Amendment of Limits of Insurance (Per Project or Per Location Aggregate Limit)	OG 139 (07/11)
Asbestos and Silica Exclusion Endorsement	OG 142 (03/12)
Total Lead Exclusion	OG 143 (03/12)
Self-Insured Retention Endorsement (Per Claim Retention)	OG 154 (04/12)
Texas Anti-Stacking Endorsement	OG 160 TX (12/12)
Violation of Statutes in Connection with Sending, Transmitting or Communicating any Material or Information Exclusionary Endorsement	OG 166 (09/17)
Insured's Duties in the Event of a Claim, Occurrence or Suit	OG 171 (04/12)
Fungus Exclusion	OG 191 (04/12)
Broad Form Named Insured (Joint Venture, Partnership, Limited Liability Company Extension)	OG 194 (04/12)
Asbestos Exclusion	PC 106 (02/09)
Liquor Liability Coverage Form	CG 00 33 (04/13)
Self-Insured Retention Endorsement (Liquor Liability Coverage)	OG 178 (04/12)

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

SCHEDULE OF LOCATIONS

Policy Number:1000305159191

Renewal of Number:1000305159181

Named Insured:BL Restaurant Operations, LLC

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, ZIP Code)	Occupancy
1.		2000 Rio Salado Parkway, Suite 1220, Tempe, AZ 85281-4877 Maricopa	
2.		8332 Northfield Blvd, , Denver, CO 80238-3531 Denver	
3.		701 7th Street NW, , Washington, DC 20001-3784 District Of Columbia	
4.		2223 N West Shore Blvd, Suite B-202, Tampa, FL 33607-1411 Hillsborough	
5.		101 Jordan Creek Pkwy, Suite 710, West Des Moines, IA 50266-8317 Dallas	
6.		619 E Boughton Rd #A, , Bolingbrook, IL 60440-2486 Will	
7.		1 Levee Way, Suite 3118, Newport, KY 41071-1652 Campbell	
8.		6401 Bluebonnet Blvd, Suite 720, Baton Rouge, LA 70836-6401 East Baton Rouge	
9.		232 Patriot Pl, , Foxborough, MA 02035-5100 Norfolk	
10.		150 Gibbs St., , Rockville, MD 20850-354 Montgomery	
11.		37716 6 Mile Rd, , Livonia, MI 48152-3925 Wayne	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, ZIP Code)	Occupancy
12.		14 Maryland Plaza, , Saint Louis, MO 63108-1502 Saint Louis City	
13.		8760 J M Keynes Dr, , Charlotte, NC 28262-8427 Mecklenburg	
14.		98 Greece Ridge Center Dr, , Rochester, NY 14626-2813 Monroe	
15.		9 Main St., , Westlake, OH 44145-6975 Cuyahoga	
16.		1280 Highway 315 Blvd, Suite 1801, Wilkes Barre, PA 18702-7002 Luzerne	
17.		1 Union Station, , Providence, RI 02903-1758 Providence	
18.		1117 Woodruff Rd., Suite A, Greenville, SC 29607-4151 Greenville	
20.		14081 Promenade Commons Ct., , Gainesville, VA 20155-4073 Prince William	
21.		5750 Bayshore Dr., , Glendale, WI 53217-4518 Milwaukee	
23.		1611 Polaris Parkway, , Columbus, OH 43240-2045 Delaware	
24.		3100 Vandercar Way, , Cincinnati, OH 45209-7541 Hamilton	
25.		700 Baybrook Mall, Suite G 110, Friendswood, TX 77546-2737 Harris	
26.		2960 Center Valley Parkway, Suite 700, Center Valley, PA 18034-9037 Lehigh	
27.		9501 Liberia Ave., , Manassas, VA 20110-1720 Manassas City	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, ZIP Code)	Occupancy
28.		1500 Main Street, , Warrington, PA 18976-3401 Bucks	
30.		321 East Foothills Parkway, , Fort Collins, CO 80525-2613 Larimer	
31.		8000 E Belleview Ave., , Greenwood Village, CO 80111-2660 Arapahoe	
32.		935 Jefferson Rd., , Rochester, NY 14623-3213 Monroe	
44.		10661 Westminster Blvd, Westminster, CO 80020-4166 Jefferson	
45.		6911 S Vine Street, #700, Centennial, CO 80122-3289 Arapahoe	
47.		1500 Gateway Blvd, #100, Boynton Beach, FL 33426-7219 Palm Beach	
51.		27001 US Highway 19 N, Clearwater, FL 33761-3402 Pinellas	
52.		3201 N Miami Ave, #106, Miami, FL 33127-3521 Miami-Dade	
54.		47 W Polk St, , Chicago, IL 60605-2000 Cook	
55.		1520 Sherman Ave, , Evanston, IL 60201-4407 Cook	
56.		22 E Chicago Ave, , Naperville, IL 60540-4900 Dupage	
57.		5500 S Shore Dr, , Chicago, IL 60637-1965 Cook	
58.		1122 Lake St, , Oak Park, IL 60301-1002 Cook	
59.		333 N Dearborn Street, , Chicago, IL 60654-4956 Cook	
60.		1602 Commons Drive, Suite 600, Geneva, IL 60134-2531 Kane	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, ZIP Code)	Occupancy
61.		121 Brookline Ave, , Boston, MA 02215-3903 Suffolk	
62.		118 Shawan Rd., , Hunt Valley, MD 21030-1318 Baltimore	
63.		3191 28th St, , Grand Rapids, MI 49512-1651 Kent	
64.		4360 Miller Road, , Flint, MI 48507-1127 Genesee	
65.		401 E Liberty St, , Ann Arbor, MI 48104-2296 Washtenaw	
66.		17460 Hall Rd, , Clinton Township, MI 48038-6921 Macomb	
67.		110 S Kirkwood Rd, , Kirkwood, MO 63122-4304 Saint Louis	
68.		101 E. 14th St., , Kansas City, MO 64106-2920 Jackson	
69.		8600 NW Prairie View Rd, Ste A-103, Kansas City, MO 64153-1845 Platte	
70.		103 Chesterfield Valley Dr, , Chesterfield, MO 63005-1160 Saint Louis	
71.		1650 Beale St, Suite 180, Saint Charles, MO 63303-4329 Saint Charles	
72.		No Fixed Address,Raleigh, NC 27617	
73.		No Fixed Address,Buffalo, NY 14225 1 Walden Galleria #P105	
74.		3970 Easton Station, , Columbus, OH 43219-6064 Franklin	
75.		24337 Cedar Rd, , Lyndhurst, OH 44124-3776 Cuyahoga	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, ZIP Code)	Occupancy
76.		4105 Levis Commons Blvd, , Perrysburg, OH 43551-7135 Wood	
77.		4492 Glengarry Dr, , Beavercreek, OH 45440-1375 Montgomery	
78.		1352 W 6th St, , Cleveland, OH 44113-1340 Cuyahoga	
79.		5001 Monroe Street, R2, Toledo, OH 43623-3627 Lucas	
80.		244 W Bridge St, , West Homestead, PA 15120-5016 Allegheny	
82.		No Fixed Address,Bensalem, PA 19020 600 Rock Hill Dr	
83.		2973 W 7th Street, , Fort Worth, TX 76107-2221 Tarrant	
84.		24 Waterway Ave, Suite 175R, The Woodlands, TX 77380-3195 Montgomery	
85.		22610 US Highway 281 N, Ste 105, San Antonio, TX 78258-7561 Bexar	
86.		15900 La Cantera Pkwy, #22100, San Antonio, TX 78256-2587 Bexar	
87.		1101 Melbourne Road, Suite 6600, Hurst, TX 76053-6205 Tarrant	
88.		4001 Bagpiper Way, , Arlington, TX 76018-6052 Tarrant	
89.		340 Coneflower Dr, , Garland, TX 75040-2964 Dallas	
90.		2000 Willowbrook Mall, #8000A, Houston, TX 77070-5787 Harris	
91.		8166 Park Lane, , Dallas, TX 75231-5986 Dallas	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, ZIP Code)	Occupancy
92.		11788 W Broad St, , Richmond, VA 23233-1005 Henrico	
93.		3530 Von Schilling Dr, STE M-102, Hampton, VA 23666-2064 Hampton City	
94.		320 23rd St S, , Arlington, VA 22202-3738 Arlington	
95.		No Fixed Address,Ashburn, VA 20147 20586 East Hampton Plaza	
96.		13195 Parcher Ave, , Herndon, VA 20170-4369 Fairfax	
97.		1114 N Water St, , Milwaukee, WI 53202-3108 Milwaukee	
98.		190 E Stacy Rd, , Allen, TX 75002-8734 Collin	
99.		1201 Boston Post Rd., Ste 2034, Milford, CT 06460-2703 New Haven	
100.		10267 Penny Ln, , Miamisburg, OH 45342-5018 Montgomery	
101.		11160 Veirs Mill Rd., , Wheaton, MD 20902-2538 Montgomery	
102.		6770 North Sunrise Blvd, Suite G-118, Glendale, AZ 85305-3171 Maricopa	
103.		51 Isham Rd, , West Hartford, CT 06107-2205 Hartford	
104.		330 North Shore Drive, , Pittsburgh, PA 15212-5870 Allegheny	
105.		2115 Jericho Turnpike, , Commack, NY 11725-3007 Suffolk	
111.		7015 South Semoran Blvd., , Orlando, FL 32822-5005 Orange	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, ZIP Code)	Occupancy
112.		No Fixed Address,owings mills, MD 21117 10080 Reisterstown Rd.	
113.		10 Southpark Center, Store No. GL 10, Strongsville, OH 44136-9334 Cuyahoga	
114.		8860 Apollo Way, Suite 304, Downey, CA 90242-4028 Los Angeles	
115.		9301 Tampa Ave, Suite 218, Northridge, CA 91324-2503 Los Angeles	
116.		755 Highway 18, Room 405A, East Brunswick, NJ 08816-4916 Middlesex	
117.		7480 Beechmont Ave, , Cincinnati, OH 45255-4102 Hamilton	
118.		One Sunrise Mall, Space 1330, Massapequa, NY 11758-4348 Nassau	
119.		675 US Highway 1 S, , Iselin, NJ 08830-3152 Middlesex	
122.		360 W. Las Colinas Blvd., Suite 100, Irving, TX 75039-5505 Dallas	
123.		7111 W. Alaska Dr., , Lakewood, CO 80226-3216 Jefferson	
124.		2467 Park Avenue, , Tustin, CA 92782-2705 Orange	
125.		314 11th Avenue, , Nashville, TN 37203-4080 Davidson	
126.		2615 Medical Center Parkway, #2395, Murfreesboro, TN 37129-2261 Rutherford	
127.		44375 W 12 Mile Rd, Suite G-152, Novi, MI 48377-2533 Oakland	
128.		365 The Bridge St., #100, Huntsville, AL 35806-25 Madison	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, ZIP Code)	Occupancy
129.		4443 Lyons Rd., Suite D-101, Coconut Creek, FL 33073-4388 Broward	
130.		22269 Michigan Ave., , Dearborn, MI 48124-2239 Wayne	
131.		1488 N. Rochester Rd., , Rochester, MI 48307-1188 Oakland	
132.		4390 Baldwin Rd., , Auburn Hills, MI 48326-1278 Oakland	
133.		15001 Potomac Town Place, Suite 100, Woodbridge, VA 22191-6597 Prince William	
134.		1 Garden State Plaza, Unit B2, Paramus, NJ 07652-2417 Bergen	
135.		6100 S. Main St., , Aurora, CO 80016-5359 Arapahoe	
137.		8119 Sawyer Brown Road STE 101, , Nashville, TN 37221-1437 Davidson	
139.		4100 N Alafaya Trl, Suite 167 & 173, Orlando, FL 32826-2319 Orange	
140.		3255 Cinema Point, , Colorado Springs, CO 80922-2809 El Paso	
141.		8510 International Dr., , Orlando, FL 32819-9331 Orange	
142.		8133 Honeygo Blvd., , Baltimore, MD 21236-8202 Baltimore	
143.		11745 Sherri Ln, , Miami, FL 33183-4830 Miami-Dade	
144.		460 N Orlando Ave, , Winter Park, FL 32789-2989 Orange	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also 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 be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the 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. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "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, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

"Waste" means any waste material **(a)** containing "by-product 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 **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or

packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special 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 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "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 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.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition:

We will notify the first Named Insured in writing of:

1. An initial offer to settle a claim made or "suit" brought against any insured ("insured") under this coverage. The notice will be given not later than the 10th day after the date on which the

offer is made.

2. Any settlement of a claim made or "suit" brought against the insured ("insured") under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

(2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

- (a) Fraud in obtaining coverage;
- (b) Failure to pay premiums when due;
- (c) An increase in hazard within the control of the insured which would produce an increase in rate;
- (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
- (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.

(2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:

- (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
- (b) If the Texas Department of Insurance determines that continuation of this policy would

result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;

(c) If the Named Insured submits a fraudulent claim; or

(d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

B. The following condition is added and supersedes any provision to the contrary:

Nonrenewal

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

a. The first Named Insured; and

b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I		
Terrorism Premium (Certified Acts) [REDACTED]		
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): 1000305159191		
Additional information, if any, concerning the terrorism premium:		
SCHEDULE – PART II		
Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	85%	Year: 2015
Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	84%	Year: 2016
Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	83%	Year: 2017
Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	82%	Year: 2018
Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	81%	Year: 2019
Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	80%	Year: 2020
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses

attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall 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.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or

- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) 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 the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is

used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) 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;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of 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 fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such

fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the 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".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory 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
 - (b) Claim or suit by or on behalf of a governmental authority 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other

wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"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 out of which the damage

arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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:

- (1) "Your product";
- (2) "Your work"; or
- (3) "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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or

omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory 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
- (2) Claim or suit by or on behalf of a governmental authority 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".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we

reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. 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. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- d. All 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 \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. 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.
- g. 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.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:

- a. 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.
- b. 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.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. 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.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization

other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to 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.

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To

Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part 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.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (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; and
- (2) Notify us as soon as practicable.

You must 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 in the investigation or settlement of the claim or defense against

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 injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part 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; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** 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 Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily

occupied by you with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "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.

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit 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 limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, 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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

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

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms 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 of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or

failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" 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, watercraft or "auto".

12. "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 or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- 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 Paragraph 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;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but 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.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- 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 occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or

- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent 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. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job 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 arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all 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
- b. 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.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means

information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any 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 business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on

your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any

time with respect to the fitness, quality, durability, performance or use of "your work"; and

- (2) The providing of or failure to provide warnings or instructions.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Employee Benefits Liability Insurance (Claims Made Basis)

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS ENDORSEMENT IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THIS ENDORSEMENT CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED BY US FOR LEGAL DEFENSE.

**EMPLOYEE BENEFITS LIABILITY INSURANCE
PROVIDES CLAIMS MADE COVERAGE - Please read carefully**

ADDITIONAL DECLARATIONS		
ITEMS		
1	LIMIT OF INSURANCE FOR EMPLOYEE BENEFITS LIABILITY INSURANCE Any payments made pursuant to this endorsement will be subject to, and erode the General Aggregate Limit of the policy to which this endorsement is attached. \$ 1,000,000, Each Wrongful Act or Series Of Related Wrongful Acts Limit	
2	SELF INSURED RETENTION: <input checked="" type="checkbox"/> (Applicable, if checked)	\$50,000, Each Wrongful act or series of related Wrongful acts. If applicable, then the insurance provided by this endorsement will only apply in excess of the listed Self Insured Retention (hereinafter "Retained Limit"). Additionally, we shall have the right, but not the duty, to defend any suit against the Insured seeking damages on account of a Wrongful act or series of related Wrongful acts.
3	DEDUCTIBLE: <input type="checkbox"/> (Applicable, if checked)	\$, Each Wrongful act or series of related Wrongful acts. If applicable, then the Deductible is subject to the terms and conditions of the Deductible Endorsement – Form A (Form No.) that is attached to the policy under Endorsement No. .
4	RETROACTIVE DATE: 05/30/2010	
5	ESTIMATED ANNUAL PREMIUM: [REDACTED]	



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

- A. For the purpose of coverage provided by this endorsement only, **SECTION I – COVERAGES**, is amended with the addition of the following:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay the Insured for those sums which the Insured shall become legally obligated to pay as damages because of any "claim" made against the Insured due to any "Wrongful act" of the Insured, or any other person for whose acts the Insured is legally liable, in the "administration" of the "employee benefit program" of the Insured.

Except with respect to a Retained Limit as indicated in Item 2 of the Additional Declarations, we have the right and duty to defend any suit against the Insured seeking damages on account of such negligent act, error or omission, even if any of the allegations of the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any "claim" or suit as we deem expedient. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.

But:

- 1) The amount we will pay for damages is limited as described in Section D. 1. of this endorsement headed Limits of Insurance;
- 2) the amounts we pay for "allocated loss adjustment expenses" will reduce the Limit of Insurance available, as provided under Section D. 1. of this endorsement headed Limits of Insurance; and
- 3) our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or "allocated loss adjustment expenses".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section C. of this endorsement.

- b. The insurance provided by this endorsement applies to damages only if:
- 1) the damages did not occur before the Retroactive Date, if any, shown in Item 4. of the Additional Declarations or after the end of the policy period; and
 - 2) the "claim" for damages covered by this endorsement is first made against the insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Section E., 2. Optional Extended Reporting Period.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
- 1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - 2) When we make settlement in accordance with Paragraph 1.a. above

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the "claim".

- d. All "claims" for damages made by an "employee" because of any "Wrongful act" or series of related "Wrongful acts", including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

insured.

2. Exclusions

This endorsement does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act.

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury "Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any 'claim' based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program"

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes. Fines or Penalties

Taxes, fines or penalties, including those imposed under the internal Revenue Code or any similar state or local law.

j. Employment Practices



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

k. Failure to Maintain Insurance on Bond

Any "claim" made against the Insured based on or attributable to any failure or omission on the part of the Insured to effect and maintain insurance or bonding for Plan Property or Assets.

- B. For purposes of the coverage provided by this endorsement only, **Section II – Who Is An Insured** is deleted in its entirety and replaced with the following:

Insured: as used in this endorsement, means the Named Insured, provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole proprietor and (b) the unqualified word Insured also includes the following:

- A. If the Named Insured is or includes a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;
- B. Any executive officer, director or stockholder of the Named Insured while acting within the scope of his duties as such;
- C. Any employee, provided such employee is authorized to act in the "administration" of the "Employee Benefits Program" of the Named Insured.

- C. For the purposes of the coverage provided by this endorsement only, **SECTION I – SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, is deleted in its entirety and replaced with the following:

ALLOCATED LOSS ADJUSTMENT EXPENSES – EMPLOYEE BENEFITS LIABILITY COVERAGE

- a. If a Retention Amount is shown in Item 2. of the Additional Declarations above, you are responsible for all "Allocated Loss Adjustment Expenses" we pay as Supplementary Payments, according to the election indicated by an "X" below. If no election is indicated, election i. shall apply.
 - ☐ i. All "Allocated Loss Adjustment Expenses" up to the Retained Limit. However, the most you are responsible for with respect to damages and "Allocated Loss Adjustment Expenses" combined shall not exceed the Retained Limit.
 - ☐ ii. All "Allocated Loss Adjustment Expenses".
 - ☐ iii. A part of "Allocated Loss Adjustment Expenses". That part will be calculated by dividing the smaller of the Retained Limit or the damages you pay by the damages we pay. If we pay no damages, you are responsible for all "Allocated Loss Adjustment Expenses" up to the applicable Retained Limit and of all remaining "Allocated Loss Adjustment Expenses".
 - ☐ iv. No "Allocated Loss Adjustment Expenses".
- b. If a Deductible Amount is shown in Item 3. of the Additional Declarations above, **you must reimburse us** for all "Allocated Loss Adjustment Expense" we pay as Supplementary Payments, according to the election indicated in the Deductible Endorsement that is referred to in Item 3 of the Additional Declarations.
- c. With regard to either a Retained Limit or a Deductible:

(1) your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each "Wrongful



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured; and

- (2) All payments made by us for "Allocated Loss Adjustment Expenses" will be within the Limits of Insurance as provided under Section D. 1. of this endorsement headed Limits of Insurance.

D. For the purposes of the coverage provided by this endorsement, **Section III - Limits Of Insurance** is revised as follows:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Additional Declarations and the rules below fix the most we will pay regardless of the number of:
- 1) Insureds;
 - 2) Claims" made or "suits" brought;
 - 3) Persons or organizations making "claims" or bringing "suits";
 - 4) "Wrongful act" or series of related "Wrongful acts"; or
 - 5) Benefits included in your "employee benefit program".
- b. The General Aggregate Limit as described in **Section III - Limits Of Insurance, 2.** is amended to include the following paragraph:
- d. All damages and all associated "allocated loss adjustment expenses" that we pay because of a "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured.
- c. Subject to the General Aggregate Limit, the Each Wrongful Act or Series Of Related Wrongful Acts Limit as stated in Item 1. of the Additional Declarations is the most we will pay for all damages and all associated "allocated loss adjustment expenses" due to any one "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement 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 of the policy to which this endorsement is attached, 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.

2. Retention Amount

If a Retention Amount is shown in Item 2. of the Additional Declarations above, the Limits of Insurance for the Coverage provided by this endorsement will apply in excess of the Retained Limit as stated in Item 2. of the Additional Declarations.

Subject to additional "Allocated Loss Adjustment Expenses", the Retained Limit is the most an insured will pay for all damages due to any one "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

3. Deductible

If a Deductible Amount is shown in Item 3. of the Additional Declarations above, **you must reimburse us** for all damages due to any one "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured and any "Allocated Loss Adjustment Expense" we pay as Supplementary Payments, according to the terms and conditions as provided for in the Deductible Endorsement that is referred to in Item 3 of the Additional Declarations.

E. For the purpose of coverage provided by this endorsement only. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended with the addition of the following conditions:

1. PREMIUM

The premium stated in the ADDITIONAL DECLARATIONS is an estimated premium only. Upon termination of each annual period of this endorsement the Insured, on request, will furnish us a statement of the total number of employees at the end of the period. The earned premium shall be computed on the average of the number of employees at the end of the coverage period and that stated in the ADDITIONAL DECLARATIONS. If the earned premium thus computed exceeds the estimated premium paid, the Insured shall pay the excess to us; if less, we shall return to the Insured the unearned portion paid by such Insured.

2. OPTIONAL EXTENDED REPORTING ENDORSEMENT

The coverage under the Employee Benefits Liability Endorsement may end because one of us chooses to cancel it or not renew it. If this is not the result of non-payment of the premium, then you have the right to purchase an Extended Reporting Period Endorsement. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It only extends the time to report covered claims that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. The "claim" must first be made against an Insured and reported to us within 3 years after the Employee Benefits Liability Endorsement ends and while the reporting endorsement is in effect.

To obtain this reporting endorsement you must request it in writing and pay the additional premium within 30 days after this agreement ends. If we don't receive written notice and payment within this period, the Extended Reporting Period will not go into effect. Additionally, you may not exercise this right at a later date.

We'll sell you this endorsement for the additional premium. This additional premium will not exceed 200% of the annual premium for the Employee Benefits Liability Endorsement. Once you pay the premium we can't cancel the endorsement. We will determine the additional premium taking into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Liability available under the Employee Benefit Liability Insurance for future payment of damages; and
- d. Other related factors.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

The optional Extended Reporting Endorsement does not reinstate or increase the Limits of Liability applicable to any "claim" to which The Employee Benefits Liability Endorsement applies.

3. CONFORMITY WITH STATUTE

Terms of this endorsement which are in conflict with the statute of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

F. Special Conditions relating to the Retained Limit (if applicable)

1. With respect to the coverage provided by this endorsement only, Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, "claim" or Suit, a. is amended to read:

- A. Periodic Notices: on a annual basis, you must provide us with a written summary (loss run) of all "wrongful acts", "claims", or "suits" which have or may result in payments within the Retained Limit.

This written summary must show:

- 1. The date of the "wrongful act"; and
 - 2. A description of the damage, and
 - 3. The amount paid or reserved, including "allocated loss adjustment expense", resulting from the "wrongful act", "claim" or "suit".
- B. Individual Notices of a "wrongful act" : in addition to the Periodic Notices provided for in A. above, you must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a "claim". Knowledge of a "wrongful act" by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include how, when and where the "wrongful act" took place and the nature of any damage arising out of the "wrongful act". You must provide us with any and all additional information, material and/or data, subsequent to the original notice, as it becomes available.

2. Claims Administration

- A. You will employ and pay, without any reimbursement from us, a firm acceptable to us for the purpose of providing claim services (Claims Administrator). In the event of cancellation, expiration or revision of the contract between you and the self-insurance service company, you will notify us within ten (10) days of the cancellation, expiration or revision.
- B. Loss settlements made by you or the Claims Administrator will be within the terms, conditions and limits of the policy.
- C. There will be no reduction of the Retained Limit because of payment of "claims" or "suits" arising from "claims" or "suits" for which coverage is not afforded to by the policy.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

3. Bankruptcy

Your bankruptcy, insolvency, inability to pay, failure to pay, or refusal to pay the Retained Limit will not increase our obligations under the policy. In the event there is insurance, whether or not applicable to an "wrongful act", "claim" or "suit" within the Retained Limit, you will continue to be responsible for the full amount of the Retained Limit before the limits of insurance under this policy apply. In no case will we be required to pay the Retained Limit or any portion thereof. Our obligations will attach only when the entire amount of the Retained Limit has been paid and then only in excess of the Retained Limit and not in excess of the total limit of insurance adjusted for any reduction in the aggregate limit of our liability.

G. For the purpose of coverage provided by this endorsement only, **SECTION V – DEFINITIONS**, is amended with the addition of the following definitions:

1. "Administration": shall mean:

- A. Giving counsel to employees with respect to the Employee benefit program;
- B. Interpreting the Employee benefit program;
- C. Handling of records in connection with the Employee benefit program; Effective enrollment, termination or cancellation of employees under the "Employee benefit program", provided all are acts which are authorized by the Named Insured.

2. "Allocated Loss Adjustment Expenses" means all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a "claim" or "suit" against you, or to the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company (ies), with respect to a "claim" or "suit" against you.

3. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

4. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

5. "Employee benefit program": means a program providing some or all of the following benefits to "employees" of the Insured, whether provided through a cafeteria plan or otherwise:

- (a) group life insurance; group accident or health insurance; dental, vision and hearing plans; provided that no one other than an "employee" of the Insured may subscribe to such benefits and such benefits are made generally available to those "employees" of the Insured who satisfy the plan's eligibility requirements;
- (b) profit sharing plans, employee savings plans, pension plans, employee stock subscription plans, provided that no one other than an "employee" of the Insured may subscribe to such benefits and such benefits are made generally available to all "employees" of the Insured who are eligible under the plan for such benefits;
- (c) workmen's compensation, unemployment insurance, social security benefits, disability benefits;



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

- (d) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- (e) Any other similar benefits designated in the Schedule or added thereto by endorsement.

6. "Wrongful act": means any actual or alleged negligent act, error or omission in the "administration" of the Employee Benefits Plan.

H, For the purpose of coverage provided by this endorsement only, Definitions 5. and 18. in **SECTION V —DEFINITIONS** are replaced by the following:

- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and

- (3)** To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

TEXAS POLICYHOLDER NOTICE – TOTAL LEAD EXCLUSION

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This Notice does **NOT** form a part of your insurance contract. The Notice is designed to alert you to coverage changes when the Total Lead Exclusion endorsement is attached to this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy, and the endorsements attached to your policy, carefully.

This Notice contains a brief synopsis of the following endorsement:

- **OG 143 – Total Lead Exclusion**

When the above referenced endorsement is attached to your policy, coverage for "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead is excluded.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Miami 444 SW 2nd Avenue Miami, FL 33330	Where contractually required
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Sysco Corporation, Its Subsidiaries, Affiliates and Divisions 1390 Enclave Parkway Houston, TX 77077-2099	Where contractually required
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
General Electric Capital Corporation as Lender and/or Agent to Lenders, ISAOA, ATIMA c/o Harbor Group Ltd 4400 Biscayne Blvd, Suite 750 Miami, FL 33137	Where contractually required
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Person or Organization contractually requiring status as an Additional Insured for ongoing operations you perform for them.	Locations of Covered Operations specifically requested by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs

stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At 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; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory 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
- (b) Claim or suit by or on behalf of a governmental authority 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the

dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an

individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of

terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
- D.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Any person or organization requiring a waiver of transfer of rights of recovery pursuant to the terms of any contract or agreement you enter into with such person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Description of Premises and Operations:

BL Restaurant Operations, LLC locations

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

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Composite Rating Plan Premium Endorsement

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Business Auto Coverage Form

The Class Code, Premium Basis, and Rate section of the Policy Declarations is changed to apply as follows:

- A. The premium for this policy will be computed upon a composite basis as shown below in accordance with our rules, rates, rating plans, premiums and minimum premiums and the other policy terms.

Coverage (CGL or BA)	Premium Type (S or NS)	Estimated Basis of Premium	Composite Rate(s)	Estimated Premium	Minimum Premium	Deposit Premium
CGL	NS					
Totals:						

- B. The Composite Rate(s) shown above apply per 1,000 of Sales, (a basis of premium type defined below or on page 2 of this endorsement).
- C. If no number or no basis of premium type is inserted, for Commercial General Liability Insurance (CGL Coverage) the rate shall apply per 1000 of "Sales"; or for Business Auto Insurance (BA Coverage) the rate shall apply per 1 Unit where "Unit" means a powered covered "auto".
- D. If "Sales" is selected as the basis of premium, such "Sales" will include both foreign and domestic sales and sales by one named insured to another unless otherwise indicated by "x" below:
- ☒ "Sales" do NOT include foreign sales.
- ☐ "Sales" do NOT include sales by one named insured to another.
- E. If "Units" is selected as the basis of premium, a Unit is a(n) .
- F. Other Basis of Premium Type: (Define herein or in "Exceptions" on Page 3)
- G. DEFINITIONS OF "BASIS OF PREMIUM TYPE" (Subject to "Exceptions", if any, described below)
1. **Admissions** means the total number of persons, other than you, your partners and your employees, admitted during the policy period, to events conducted on premises you own, rent, lease, or otherwise control, whether on paid admission tickets, complimentary tickets or passes.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

2. **Cost** means the total cost to you for all work performed for you during the policy period by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors or subcontractors at any level, including, but not limited to, all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a governmental division.
3. **Receipts** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the policy period, including taxes other than taxes which you collect as a separate item and remit directly to a governmental division.
4. **Remuneration** or **Payroll** means all of the money or the substitute for money earned during the policy period by you if you are the proprietor of the insured business, by all partners if you are a partnership or by all members if you are a Limited Liability Company, and by all your employees for their services to you during the policy period, subject to the following:
 - ☐ Total Gross Remuneration or Payroll, without limitation; or
 - ☐ Determined and limited in accordance with our Workers' Compensation Insurance Manual's rules respectively for the states in which you have employment; or
 - ☐ Determined and limited in accordance with our General Liability Insurance Manual's rules respectively for the states in which you have employment.
5. **Sales** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the policy period, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to a governmental division.
6. **Units** means the number of items of the types specified in this endorsement.
 - a. **Units that you hold for use in your business** shall mean half the sum of their number at the policy's inception and their number at its expiration or termination, (if terminated then pro-rated by the fraction of an annual period that the policy remained in effect).
 - b. **Units that you sell to others** whether for your own account or the account of another, shall mean the total number of such units that you sell during the policy term.
7. Other Definitions
 - a. **Subject** is a Premium Type that is subject to adjustment under a retrospective rating plan described in an endorsement attached to the policy. "Subject" is signified on Page 1 by a Premium Type "S".
 - b. **Non-Subject** is a Premium Type that is NOT subject to adjustment under a retrospective rating plan described in an endorsement attached to the policy. "Non-Subject" is signified on Page 1 by a Premium Type "NS".
 - c. **Exceptions:**



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Notice and Knowledge of an Occurrence Endorsement

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

It is hereby agreed that **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, paragraph a. is deleted in its entirety and replaced by the following:

2. Duties In The Event of Occurrence, Offense, Claim Or Suit

- a. You, your insurance manager or any other person designated by you and listed in the Scheduled Positions/ Persons schedule below, must see to it that we, or our authorized agents, are notified promptly of an "occurrence" or offense which may result in a claim.

Scheduled Positions/Persons:

1 Corporate Risk Manager

To the extent possible, notice should include:

- (1) how, when and where the "occurrence" or offense took place;
- (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.

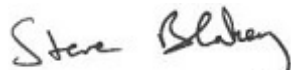
Notwithstanding, knowledge of either an

- i) "occurrence" or
- ii) offense which may result in a claim

by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or any other person designated by you and listed in the Scheduled Positions/ Persons schedule above has received notice of same from your agent, servant, or "employee."

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Montrose Exclusion

Policy Number: 1000305159191 **Effective Date:** May 30, 2019 at 12:01 A.M.
Named Insured: BL Restaurant Operations, LLC

Exclusion for Continuing or Progressive "Bodily Injury", "Personal and Advertising Injury" or "Property Damage"

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form

1. Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, Paragraph 1, Insuring Agreement, a. is amended to add the following paragraph:

{3} In the event of continuing or progressive "bodily injury" or "property damage" over any length of time, we will have no duty to defend or investigate any "occurrence", claim or "suit" if such "bodily injury" or "property damage" first commenced prior to the inception of this policy and was known to the insured prior to the inception of this policy.
2. Section I. - Coverages, Coverage A. - Bodily Injury and Property Damage Liability, Paragraph 1, Insuring Agreement, b. {3}, c., d.{1}, d.{2}, d.{3}, and e. are deleted from the policy.
3. Section I. – Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2.- Exclusions, is amended to add:

q. "bodily injury" or "property damage" which is continuing or progressive and which first commenced prior to the inception date of this policy was known to the insured prior to the inception of this policy. This exclusion shall apply whether or not the insured's legal obligation to pay for damages for "bodily injury" or "property damage" was established before the inception date of this policy.
4. Section I. – Coverages, Coverage B. - Personal and Advertising Injury Liability, Paragraph 1. Insuring Agreement, a. is amended to add the following:

(3) In the event of continuing or progressive "personal and advertising injury" over any length of time, we will have no duty to defend or investigate any offense, claim or "suit" if such "personal and advertising injury" first commenced prior to the inception of this policy and was known to the insured prior to the inception of this policy.

With respect to such continuing or progressive "personal and advertising injury", such "personal and advertising injury" shall be deemed to be one offense, and shall be deemed to occur or be committed only when such "personal and advertising injury" first commenced.
5. Section I.–Coverages, Coverage B- Personal and Advertising Liability, 2- Exclusions is amended to add the following exclusion:

p. Continuous or Progressive "Personal and Advertising Injury

"Personal and advertising injury" which is continuing or progressive and which first commenced prior to the



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

inceptions date of this policy was known to the insured prior to the inception of this policy. This exclusion shall apply whether or not the insured's legal obligation to pay for damages for "personal and advertising injury" was established before the inception date of this policy.

6. Section V. Definitions, Paragraph 13. Occurrence is deleted in its entirety and replaced by the following:

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

In the event of continuing or progressive "bodily injury" or "property damage" over any length of time, such "bodily injury" or "property damage" shall be deemed to be one "occurrence", and shall be deemed to occur only when such "bodily injury" or "property damage" first commenced.

7. Section IV. Conditions is amended to add the following conditions:

10. Obligations of Other Insurers

Nothing herein shall be interpreted to relieve any other insurer from obligations under policies issued to any insured which provide coverage for all or part of any continuing or progressive "bodily injury", "property damage" or "personal and advertising injury".

11. Defects with Deficiencies in Buildings and Property

With respect to any alleged defects and deficiencies in buildings or real property, this Endorsement applies separately to each alleged defect or deficiency.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXTENSION SCHEDULE OF NAMED INSURED

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Form

Liquor Liability Coverage Form

Owners and Contractors Protective Liability Coverage Form

Products-Completed Operations Liability Coverage Form

Railroad Protective Liability Coverage Form

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

BL Restaurants Holding, LLC BL Restaurants Group Holding Corp BL Restaurant Franchises, LLC BL Hunt Valley, LLC

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Unintentional Errors and Omissions Endorsement

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form

Section IV - Commercial General Liability Conditions, 6. – Representations is amended by adding:

The unintentional failure by you or any Insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this policy.*

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

AMENDED DEFINITION OF BODILY INJURY ENDORSEMENT

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Definition 3. "Bodily Injury" of **Section V – Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Knowledge of Occurrence Endorsement

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Contractor Pollution Liability Coverage Form
Site Pollution Liability Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Knowledge of an "occurrence," claim, or "suit" by an agent, servant, or employee of any insured; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or "suit" by any agent, servant, or employee of any insured shall not in itself constitute knowledge of the insured or receipt by the insured unless an individual in one of the positions listed below shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant, or employee.

Scheduled Positions

1. Corporate Risk Manager
2. Manager

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

MTBE and Other Fuel Oxygenates Exclusion

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising from or in any way connected with methyl tertiary butyl ether or any other fuel oxygenates.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Amendment of Limits of Insurance (Per Project or Per Location Aggregate Limit)

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the following:

1.

☐ Per Project General Aggregate Limit

☒ Per Location General Aggregate Limit

\$ 2,000,000

☐ Per Project and Per Location General Aggregate Limit

2.

☐ Overall Policy Aggregate Limit

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. **SECTION III – LIMITS OF INSURANCE**, is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Persons or organizations making claims or bringing "suits".

4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

5. Subject to **2** above, the Personal and Advertising Injury Limit is the most we will pay under



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

6. Subject to **2** or **3** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
7. Subject to **5** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission by the owner.
8. Subject to **5** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.
9. Subject to **2, 4, 5, 6**, and/or **7** above, the Per Project Aggregate Limit is the most we will pay under Coverages **A, B**, and **C** combined for the sum of:
 - a. Damages under Coverage **A**;
 - b. Damages under Coverage **B**; and
 - c. Medical expenses under Coverage **C**

arising out of the any single Location described above.

10. Subject to **2, 4, 5, 6**, and/or **7** above, the Per Location Aggregate Limit is the most we will pay under Coverages **A, B**, and **C** combined for the sum of:
 - d. Damages under Coverage **A**;
 - e. Damages under Coverage **B**; and
 - f. Medical expenses under Coverage **C**

arising out of the any single Location described above.

11. The Overall Policy Aggregate is the most we will pay in any policy period regardless of number of projects or locations.

The Limits of Insurance of this Coverage Part 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.

- III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	<u>Limits of Insurance</u>
General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Expense Limit	\$ 10,000
Overall Policy Aggregate Limit Capped At	\$ 25,000,000



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

IV. **SECTION V – DEFINITIONS:** is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this Policy remain unchanged.

Signed for **STARR INDEMNITY & LIABILITY COMPANY**

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

ASBESTOS AND SILICA EXCLUSION ENDORSEMENT

Policy Number: 1000305159191 **Effective Date:** May 30, 2019 at 12:01 A.M.
Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

**SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE
LIABILITY, 2. - Exclusions, and COVERAGE B PERSONAL AND ADVERTISING INJURY
LIABILITY, 2. - Exclusions,** are amended to include the following exclusions:

Asbestos

"Bodily injury" or "property damage" or "personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" or "personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

Silica

"Bodily injury" or "property damage" or "personal and advertising injury" or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" or "personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

TOTAL LEAD EXCLUSION

Policy Number: 1000305159191 **Effective Date:** May 30, 2019 at 12:01 A.M.
Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part
Commercial Umbrella Liability**

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-INSURED RETENTION ENDORSEMENT (per claim retention)

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. INSURING AGREEMENTS

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. - INSURING AGREEMENT, paragraph a. is deleted in its entirety and replaced with the following:

- a We will pay on behalf of the Insured those sums in excess of the "Retained Limit" that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right but not the duty to defend any "suit" seeking those damages. We may at our discretion and expense, participate with you in the investigation of any "occurrence" and the defense or settlement of any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE; and
 - (2) Our right to defend, if we so exercise it, ends when we have exhausted the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under ALLOCATED LOSS ADJUSTMENT EXPENSES – COVERAGES A AND B.

SECTION I COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY, 1. - Insuring Agreement, paragraph a. is deleted in its entirety and replaced with the following:

- a. We will pay on behalf of the Insured those sums in excess of the "Retained Limit" that the Insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right but not the duty to defend any "suit" seeking those damages. We may at our discretion and expense, participate with you in the investigation of any "occurrence" or offense and the defense or settlement of any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - LIMITS OF INSURANCE; and
 - (2) Our right to defend, if we so exercise it, ends when we have exhausted the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under ALLOCATED LOSS ADJUSTMENT EXPENSES - COVERAGES A AND B.

SECTION I - Coverages, Coverage C - MEDICAL PAYMENTS, Section 1. Insuring Agreement, paragraph



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

a. is deleted in its entirety and replaced with the following:

a. We will pay medical expenses in excess of the "Retained Limit" as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

II. ALLOCATED LOSS ADJUSTMENT EXPENSES - COVERAGES A AND B

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is deleted in its entirety and replaced with the following:

ALLOCATED LOSS ADJUSTMENT EXPENSES - COVERAGES A AND B

"Allocated Loss Adjustment Expenses" we pay will not reduce the Limits of Insurance. You are responsible for the payment of "Allocated Loss Adjustment

Expenses" incurred according to the election indicated by an "X" below.

- ☒ A. 100% of the total "Allocated Loss Adjustment Expenses" up to the "Retained Limit." However, the most you are responsible for with respect to damages and "Allocated Loss Adjustment Expenses" combined shall not exceed the "Retained Limit."
- ☐ B. 100% of the total "Allocated Loss Adjustment Expenses".
- ☐ C. All or part of the "Allocated Loss Adjustment Expenses" determined according to the following:
- i. If we incur NO obligation under the policy to pay damages resulting from a claim, you are responsible for all "Allocated Loss Adjustment Expenses" up to the applicable "Retained Limit" plus 100.0% of all remaining "Allocated Loss Adjustment Expenses."
 - ii. if we DO incur an obligation under the policy(ies) to pay damages resulting from a claim, you will be responsible for a percentage of "Allocated Loss Adjustment Expenses". That percentage shall be determined by dividing the "Retained Limit" paid by the total damages paid, subject to the Limits of Insurance.
- ☐ D. No "Allocated Loss Adjustment Expenses".

Your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury".

III. LIMITS OF INSURANCE SECTION III - Limits of Insurance is amended to add the following:

The Limits of Insurance for each of the Coverages provided by this policy will apply in excess of a Self-Insured Retention (referred throughout as the "Retained Limit").

The "Retained Limit", applying only to damages for "occurrences" or offenses covered under this policy, is \$50,000 per claim or "suit".

Subject to additional Allocated Loss Adjustment Expenses, the "Retained Limit" is the most an insured will



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

pay for:

- A. The sum of all damages under Coverage B because of all "personal and advertising injury" sustained by any one person or organization arising out of any one claim or "suit"; or

The sum of all damages under Coverage A and medical expenses under Coverage C, because of all "bodily injury" and "property damage" arising out of any one claim or "suit".

IV. BANKRUPTCY Your bankruptcy, insolvency, inability to pay, failure to pay, or refusal to pay the "Retained Limit" will not increase our obligations under the policy. In the event there is insurance, whether or not applicable to an "occurrence", claim or "suit" within the "Retained Limit", you will continue to be responsible for the full amount of the "Retained Limit" before the limits of insurance under this policy apply. In no case will we be required to pay the "Retained Limit" or any portion thereof. Our obligations will attach only when the entire amount of the "Retained Limit" has been paid and then only in excess of the "Retained Limit" and not in excess of the Limits of Insurance adjusted for any reduction in the aggregate limit of our liability.

V. NOTICE PROVISIONS

Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced with the following:

- a. **Periodic Notices:** on a annual basis, you must provide us with a written summary (loss run) of all "occurrences", offenses, claims, or "suits" which have or may result in payments within the "Retained Limit".

This written summary must show:

1. The date and location of the "occurrence"; and
 2. The name(s) and address(es) of the injured persons) or identification of the damaged property, and
 3. A description of the injury or damage, and
 4. The amount paid or reserved, including "Allocated Loss Adjustment Expense", resulting from the "occurrence", offense, claim or "suit".
- b. **Individual Notices** of an offense or an "occurrence": in addition to the periodic notices provided for in section a. above, you must see to it that we are notified as soon as practicable of any "occurrence" or offense which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (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, including but not limited to:
 - (a) a fatality;
 - (b) paralysis of any part of the body;
 - (c) a major extremity or multiple minor extremity amputations;
 - (d) a brain or brain stem injury;
 - (e) severe burns or disfigurement;
 - (f) partial or total blindness;
 - (g) loss or impairment of hearing;
 - (h) a heart attack;
 - (i) reserves that exceed 50% of the "Retained Limit".

As respects the above categories, You must provide us with any and all additional information, material



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

and/or data, subsequent to the original notice, as it becomes available.

VI. SPECIAL CONDITIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense. Claim or Suit is amended to add the following:

- a. You will employ and pay, without any reimbursement from us, a firm acceptable to us for the purpose of providing claim services the "Claims Administrator"). In the event of cancellation, expiration or revision of the contract between you and the Claims Administrator, you will notify us within ten (10) days of such cancellation, expiration or revision.
- b. Loss settlements made by you or the Claims Administrator will be within the terms, conditions and limits of the policy.
- c. There will be no reduction of the "Retained Limit" because of payment of claims or "suits" arising from claims or "suits" for which coverage is not afforded by the policy.

VII. DEFINITIONS

SECTION V - DEFINITIONS is amended to include the following additional definitions:

"Allocated Loss Adjustment Expenses" means all fees for service of process and court costs and court expenses; pre and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or "suit" against you, or to the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company (ies), with respect to a claim or "suit" against you, or to exercise our right to participate in the investigation of any "occurrence" subject to this endorsement and the defense of any claim or "suit" that may result.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Texas Anti-Stacking Endorsement

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form Liquor Liability Coverage Form

SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS and SECTION IV LIQUOR LIABILITY CONDITIONS, is amended to add:

10. If this Coverage Form and any other Coverage Form is issued to you by us or any of our affiliated companies apply to the same "occurrence" or offense, and the coverage forms are part of the same policy, the maximum limit of insurance available under all the Coverage Forms will not exceed the highest applicable limit of insurance available under any one Coverage Form issued by us or any of our affiliated companies specifically to apply as excess insurance over the Coverage Form.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Violation of Statutes in Connection with Sending, Transmitting or Communicating any Material or Information Exclusionary Endorsement

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form

It is hereby agreed as follows:

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended to include the following:

Violation of Statutes in Connection with Sending, Transmitting or Communicating any Material or Information

“Bodily injury” or “property damage” arising directly or indirectly out of any action or omission that violates or is alleged to violate any statute, ordinance, or regulation of any federal, state or local government, including any amendment of or addition to such laws, that addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

2. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended to include the following:

Violation of Statutes in Connection with Sending, Transmitting or Communicating any Material or Information

“Personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate any statute, ordinance, or regulation of any federal, state or local government, including any amendment of or addition to such laws, that addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

Insured's Duties in the Event of a Claim, Occurrence or Suit

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form

SECTION IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

You must see to it that we are notified as soon as practicable of any "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include:

How, when and where the "occurrence" or offense took place;
The names and addresses of any injured persons and witnesses; and

The nature and location of any injury or damage arising out of the "occurrence" or offense.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

FUNGUS EXCLUSION

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any "fungus(i)", "mold(s)", mildew or yeast, or
- b. Any "spore(s)" or toxins created or produced by or emanating from such "fungus(i)", "mold(s)", mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including "mold(s)", rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms. and "fungi" that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its other endorsements, the provisions of this exclusion will supersede.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

BROAD FORM NAMED INSURED (JOINT VENTURE, PARTNERSHIP, LIMITED LIABILITY COMPANY EXTENSION)

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Declarations, "Named Insured" is revised to include:

"Named Insured" means the person or organization first named as the Named Insured on the Declarations Page of this policy (the "First Named Insured"). Named Insured also includes: (1) any other person or organization named as a Named Insured on the Declarations Page; (2) any subsidiary, associated, affiliated, allied or acquired company or corporation (including subsidiaries thereof) of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in or exercises management or financial control over at the inception date of this policy, provided such subsidiary, associated, affiliated, allied or acquired company or corporation and their operations have been declared to Us prior to the inception date of this policy; (3) any joint venture, partnership or limited liability company to which the First Named Insured or Named Insured on the Declarations Page has a membership interest, provided such joint venture, partnership or LLC has been declared to us prior to the inception date of this policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Asbestos Exclusion

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. Exclusions of **Section I - Coverage A – Bodily Injury And Property Damage Liability** and **Coverage B - Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury arising" out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage;
- (2) Any sums that any insured or other entity must pay, repay or reimburse because of any:
 - (a) Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos, asbestos products, asbestos fibers or asbestos dust; or
 - (b) Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos, asbestos products, asbestos fibers or asbestos dust; or

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

- (1) Reports all, or any part, of the "injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) 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 the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

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

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All 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 \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. 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.
6. 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.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- b. 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.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. 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.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned or occupied by; or
 - (b) Rented or loaned;
 - to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.
- No person or organization is an insured with respect to 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.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
 3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- The Limits of Insurance of this Coverage Part 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.
- ### SECTION IV – LIQUOR LIABILITY CONDITIONS
1. **Bankruptcy**

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

2. Duties In The Event Of Injury, Claim Or Suit

- a.** You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "injury" took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any "injury".

- 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 as soon as practicable.

You must 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 in the investigation or settlement of the claim or defense against 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 "injury" to which this insurance may also apply.

- d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part 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; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

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

a. 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 **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit 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 limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, 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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Property damage" means:
 - a. Physical injury to tangible property, including all 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
 - b. 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.
8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

- (1)** Any 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 business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-INSURED RETENTION ENDORSEMENT (Liquor Liability Coverage)

Policy Number: 1000305159191

Effective Date: May 30, 2019 at 12:01 A.M.

Named Insured: BL Restaurant Operations, LLC

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

- 1. SECTION I — LIQUOR LIABILITY COVERAGE, 1. - Insuring Agreement, Paragraph a.**
is deleted in its entirety and replaced with the following:

a. We will pay on behalf of the insured those sums in excess of the Retained Limit that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III- Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- 2. SECTION I – LIQUOR LIABILITY COVERAGE, SUPPLEMENTARY PAYMENTS**
is deleted in its entirety and replaced with the following:

ALLOCATED LOSS ADJUSTMENT EXPENSES

We will pay Allocated Loss Adjustment Expenses ("ALAE") for any claim for which we have exercised our right to investigate or settle or for any "suit" against an insured for which **we** have exercised our right to defend. These payments will not reduce the Limits of Insurance. In addition, we will pay ALAE that you are not responsible for as indicated by the



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

election below. These payments will also not reduce the Limits of Insurance. You are responsible for a percentage of "Allocated Loss Adjustment Expenses" we pay according to the election indicated by an "X" below. If no election is indicated, election i. shall apply.

- ☒ i. 100% of the total "Allocated Loss Adjustment Expenses" up to the Retained Limit. However, the most you are responsible for with respect to damages and "Allocated Loss Adjustment Expenses" combined shall not exceed the Retained Limit.
- ☐ ii. 100% of the total "Allocated Loss Adjustment Expenses".
- ☐ iii. A percentage of the total "Allocated Loss Adjustment Expenses". That percentage will be determined by dividing the smaller of: (i) the Retained Limit, or (ii) the total amount of damages up to the Limit of Insurance, by the larger of: (i) the Retained Limit; or (ii) the total amount of damages up to the Limit of Insurance.

To clarify application of the foregoing formula: If we pay no damages you are responsible for all "Allocated Loss Adjustment Expenses" up to the applicable Retained Limit and 100.0% of all remaining "Allocated Loss Adjustment Expenses".

- ☐ iv. No "Allocated Loss Adjustment Expenses".

Your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each Common Cause "injury".

3. SECTION III -LIMITS OF INSURANCE is amended to add the following:

The Limits of Insurance for each of the Coverage provided by this Policy will apply in excess of a Self Insured Retention (referred throughout as the "Retained Limit").

The Retained Limit, applying only to damages for or common causes covered under this Policy, is \$ 50,000 per Common Cause.

Subject to additional Allocated Loss Adjustment Expenses, the Retained Limit is the most an insured will pay for the sum of all damages under Liquor Liability Coverage Form for all "injury" arising out of any one Common Cause.

4. SECTION IV - LIQUOR LIABILITY CONDITIONS, 1. Bankruptcy is amended to include the following:

Your bankruptcy, insolvency, inability to pay, failure to pay, or refusal to pay the Retained Limit will not increase our obligations under this Policy. In the event there is insurance, whether or not applicable to a claim, "suit" or Common Cause within the Retained Limit, you will continue to be responsible for the full amount of the Retained Limit before the Limits of Insurance under this Policy apply. In no case will



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

we be required to pay the Retained Limit or any portion thereof. Our obligations will attach only when the entire amount of the Retained Limit has been paid and then only in excess of the Retained Limit and not in excess of the Limits of Insurance adjusted for any reduction in the aggregate limit of our liability.

5. SECTION IV - LIQUOR LIABILITY CONDITIONS, 2. - Duties in the Event of Injury, Claim or Suit are deleted in their entirety and replaced with the following:

- a. **Periodic Notices:** On a Annual basis, you must provide us with a written summary (loss run) of all claims, "injuries" or "suits" which have or may result in payments within the Retained Limit.

This written summary must show:

1. The date and location of the "injury"; and
 2. The name(s) and address(es) of the injured person(s) or identification of the damaged property, and
 3. A description of the injury or damage, and
 4. The amount paid or reserved, including "Allocated Loss Adjustment Expense", resulting from the claim, "Injury" or "suit".
- b. **Individual Notices Of An Offense or An "Injury"** in addition to the periodic notices provided for in section a. above, you must see to it that we are notified as soon as practicable of any "injury" which may result in a claim. Knowledge of an "injury" by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include:
- (1) How, when and where the "injury" took place;
 - (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 "injury", including but not limited to:
 - (a) a fatality;
 - (b) paralysis of any part of the body;
 - (c) a major extremity or multiple minor extremity amputations;
 - (d) a brain or brain stem injury;
 - (e) severe burns or disfigurement;
 - (f) partial or total blindness;
 - (g) loss or impairment of hearing;
 - (h) a heart attack;
 - (i) reserves that exceed 50% of the "retained limit".

With respect to the above categories, You must provide us with any and all additional



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

information, material and/or data, subsequent to the original notice, as it becomes available.

6. **SECTION IV – LIQUOR LIABILITY CONDITIONS, 2. - Duties in the Event of Injury, Claim or Suit** are amended to add the following:

- a. You will employ and pay, without any reimbursement from us, a firm acceptable to us for the purpose of providing claim services (the "Claims Administrator"). In the event of cancellation, expiration or revision of the contract between you and the Claims Administrator, you will notify us within ten (10) days of such cancellation, expiration or revision.
- b. Loss settlements made by you or the Claims Administrator will be within the terms, conditions and limits of this Policy.
- c. There will be no reduction of the Retained Limit because of payment of claims or "suits" arising from claims or "suits" for which coverage is not afforded by this Policy.

7. **SECTION V - DEFINITIONS** is amended to include the following additional definitions:

"Allocated Loss Adjustment Expenses" means all fees for service of process and court costs and court expenses; pre- and post-judgement interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or "suit" against you, or to the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company(ies), with respect to a claim or "suit" against you, or to exercise our right to participate in the investigation of any "occurrence" subject to this endorsement and the defense of any claim or "suit" that may result.

All other terms, exclusions, and conditions of this policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

EXHIBIT B

May 13, 2021

Domenic E. Pacitti
Michael W. Yurkewicz
Sally E. Veghte
919 Market Street, Suite 1000
Wilmington, DE 19801

Re: *In re BL Restaurants Holding, LLC, et al.*, Case No. 20-10156

Dear Domenic, Michael, and Sally,

We represent Starr Indemnity & Liability Company (“Starr”), regarding the above referenced bankruptcy proceedings filed by BL Restaurants Holding, LLC, BL Restaurant Operations, LLC, BL Restaurant Franchises, LLC and BL Hunt Valley, LLC (each a “Debtor” and, collectively, the “Debtors”). This letter is intended to reiterate that the Insurance Policies written for the Debtors by Starr were deemed executory and assumed as part of the bankruptcy proceedings. The Debtors are therefore subject to the terms and obligations of those Insurance Policies.

Now that the Chapter 11 Plan of Liquidation has been confirmed and the Effective Date has passed, the Debtors and the GUC Trust are jointly and severally liable for all the Debtors’ obligations under the Insurance Policies. The Debtors are therefore obligated to comply with all terms and conditions of the Starr policies. Section 13.5 of the Plan states in part:

Nothing in the . . . Plan . . . or any other order of the Bankruptcy Court alters the rights and obligations of the Debtors and the Debtors’ insurers (or any of their third party administrators) under any insurance policies and any agreements related thereto or modifies the coverage provided thereunder or the terms and conditions thereof except that on and after the Effective Date, the Debtors and the GUC Trust shall become and remain jointly and severally liable for all of the Debtors’ obligations under the insurance policies and agreements regardless of whether such obligations arise before or after the Effective Date. Any such rights and obligations shall be determined under the applicable insurance policies and agreements and applicable non-bankruptcy law.

The Plan makes clear that the obligations found in the Policies are still controlling on the Debtors following their assumption.

Starr wrote five insurance policies relating to the Debtors: Policy No. 100030515191 (General Liability), Policy No. SISIPCA08331319 (Auto (MA Only)), Policy No. SISIPCA08296119 (Auto (AOS)), Policy No. 1000001403 (Workers Compensation), and Policy

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Domenic E. Pacitti
Michael W. Yurkewicz
Sally E. Veghte
May 13, 2021
Page 2 of 2

No. 1000555021191 (Workplace Violence) (collectively, the "Policies"). Under the terms of the Plan these Policies have been assumed in their entirety, including the obligation to pay the SIR amounts. Having assumed these Policies, the Debtors have an obligation to defend against any claims that are brought against them that would implicate the policy. Each of these Policies has a Self-Insured Retention ("SIR") that must be satisfied by the insured party prior to the any obligation arising on Starr's part.

In the event the Debtors fail to abide by the terms of both the Plan and the Policies they will be in breach of their obligations. Further, under the terms of the Policies, the SIR must be paid prior to any obligation of Starr under the Policies. This is pursuant to both the terms of the Confirmed Plan and the terms of the assumed Insurance Policies. Failure on the part of Debtors to pay the SIR is a breach of the terms of the Policies and the Plan.

As Debtors have assumed the Starr policies to enjoy the benefits provided, they have also taken on the related obligations. Any claims made against Debtors for which coverage is sought will require Debtors to defend pursuant to the Policies. In order to ensure that claims are defended and that the SIR is paid as per the terms of the Policies and agreed to by Debtors in the Plan, please respond to this letter with correspondence confirming that all claims that arise under Starr Policies are being defended and SIR amounts are being, and will be, paid.

Should you wish to discuss this matter further, please do not hesitate to contact me at your convenience.

Sincerely,

FORAN GLENNON PALANDECH PONZI & RUDLOFF PC

A handwritten signature in dark ink, appearing to read "Susan N.K. Gummow". The signature is fluid and cursive, with the first name "Susan" being more legible than the last name "Gummow".

Susan N.K. Gummow

SNKG/bc