

IN THE SUPREME COURT OF THE STATE OF NEVADA

WILLIS OF ARIZONA, INC.; and
WILLIS TOWERS WATSON
INSURANCE SERVICES WEST,
INC.,

Petitioners,

v.

EIGHTH JUDICIAL DISTRICT
COURT, CLARK COUNTY,
NEVADA; THE HONORABLE
ELIZABETH GONZALEZ

Respondents,

AND

HAKKASAN USA, INC.;
ENDURANCE AMERICAN
SPECIALTY INSURANCE
COMPANY; and SOMPO
INTERNATIONAL HOLDINGS,
LTD.,

Real Parties in Interest.

Supreme Court Case No.:

District Court Case No. EA 20-816145-1
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Clerk of Supreme Court

PETITIONERS' APPENDIX – VOLUME I

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**PETITIONERS' APPENDIX
VOLUME I**

Document Description	Date	Page Nos.
Order re: Willis Defendants' Motion to Dismiss	10/20/2020	P0001 – 0002
Amended Complaint and Demand for Jury Trial	09/28/2020	P0003 – 0032
Answer to Plaintiff's Amended Complaint	12/16/2020	P0033 – 0060
Motion to Strike Plaintiff's Jury Demand as to its Claim Against the Willis Defendants or, in the alternative, to Compel Arbitration	02/11/2021	P0061 – 0140

DATED this 23rd day of April, 2021.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing **PETITIONERS' APPENDIX VOLUME I** was filed electronically with the Nevada Supreme Court on the 23rd day of April 2021. Electronic service of the foregoing document shall be made in accordance with the Master Service List as follows:

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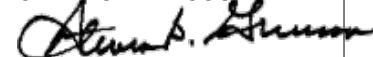
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ORDER

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DISTRICT COURT

CLARK COUNTY, NEVADA

HAKKASAN USA, INC., a Delaware
Corporation;

Plaintiff,

vs.

ENDURANCE AMERICAN SPECIALITY
INSURANCE COMPANY, a Delaware
Corporation; SOMPO INTERNATIONAL
HOLDINGS, LTD., a Bermuda Corporation;
WILLIS OF ARIZONA, INC., an Arizona
Corporation; and WILLIS TOWERS WATSON
INSURANCE SERVICES WEST, INC., a
California Corporation

Defendants.

Case No.: A-20-816145-B

Dept. No.: ●XI

(Business Court)

**ORDER RE: WILLIS DEFENDANTS'
MOTION TO DISMISS**

1 The Motion to Dismiss ("Motion) filed by Willis of Arizona, Inc. and Willis Towers
2 Watson Insurance Services West, Inc. (the "Willis Defendants") came on for hearing on
3 September 21, 2020. Edward J. Baines, Esq. and Patrick J. Reilly, Esq. appeared on behalf of
4 the Willis Defendants. James E. Whitmire, Esq. and Danielle Gilmore, Esq. appeared on behalf
5 of Plaintiff.

6
7 Having reviewed the Motion filed by the Willis Defendants on July 7, 2020, the
8 Opposition filed by Plaintiff on August 10, 2020, and the Reply in support of the Motion filed on
9 September 4, 2020, and having heard the oral arguments of counsel and good cause appearing,

10 IT IS HEREBY ORDERED that Defendants' Motion is denied with Plaintiff and the
11 Willis Defendants being Ordered to mediation before JAMS in the next sixty day period from the
12 date of this Order before any further proceedings occur with respect to the Willis Defendants, it
13 being expected that the parties will mediate in good faith..

14 Dated this 20th day of October, 2020.

15
16 
DISTRICT COURT JUDGE

17
18 Respectfully Submitted By:

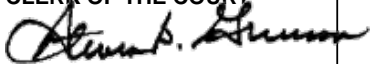
19 **SANTORO WHITMIRE**

Approved as to form by:

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17 **DISTRICT COURT**
18 **CLARK COUNTY, NEVADA**

18 HAKKASAN USA INC., a Delaware Corporation,
19
20 Plaintiff,

21 vs.

22 ENDURANCE AMERICAN SPECIALTY
23 INSURANCE COMPANY, a Delaware
24 Corporation;
25 SOMPO INTERNATIONAL HOLDINGS, LTD., a
26 Bermuda Corporation;
27 WILLIS OF ARIZONA, INC., an Arizona
28 Corporation; and WILLIS TOWERS WATSON
INSURANCE SERVICES WEST, INC., a
California Corporation,
Defendants.

Case No. A-20-816145-B
Dept. No. XI

**AMENDED COMPLAINT AND
DEMAND FOR JURY TRIAL**

**Exempt from Arbitration:
Declaratory Relief Sought and
Amount in Controversy Greater
Than \$50,000**

**Business Court Requested – EDCR 1.61 –
Business Tort Claims/Enhanced Case
Management**

1 Plaintiff Hakkasan USA Inc. (“Hakkasan”) complains of Defendants Endurance American
2 Specialty Insurance Company (“Endurance”), and Sompo International Holdings, Ltd.
3 (collectively with Endurance, “Sompo”), Willis of Arizona, Inc. and its successor-in-interest
4 Willis Towers Watson Insurance Services West, Inc. (collectively, “Willis”), and alleges as
5 follows:

6 **NATURE OF THIS ACTION AND RELIEF SOUGHT**

7 1. Plaintiff Hakkasan is associated with Hakkasan Group, a worldwide hospitality
8 company that operates a diverse collection of restaurant, nightlife, and daylife brands, including
9 seven high-end establishments located in Las Vegas, Nevada.

10 2. Defendant Sompo is a sophisticated insurance company, is familiar with and
11 understands the needs and businesses of its corporate insureds, and holds itself out as an insurer
12 that provides expeditious and equitable claims handling. In the words of its website:

13 We deliver:

- 14 • Fair and appropriate outcomes for our insureds
- 15 • Efficient service, timely responses and fast payment of agreed claims
- 16 • Value-added expertise from product and industry specialists
- 17 • We are trusted advisors to our clients, bringing knowledge of the nuances of
- 18 each particular jurisdiction.

19 [<https://www.sompo-intl.com/services/insurance-claims/>]

20 3. Sompo sold Hakkasan a \$350,000,000 per occurrence Commercial Property
21 Surplus Lines insurance policy (the “Policy”). The primary purpose of the Policy was to provide,
22 among other benefits, protection against risk of losses to Hakkasan’s U.S. locations.

23 4. Willis acted as Hakkasan’s insurance broker in respect to negotiating the terms of
24 the Policy, preparing insurance proposals for the Policy and other competing options, procuring
25 the Policy, and facilitating and advising about claims under the Policy.

26 5. The Policy specifically insures against, among other things, losses resulting from
27 “the cancellation of, and/or inability to accept bookings or reservations for accommodation,
28 receive admissions, and/or interference with the business at any insured location” as a result of

1 “contagious or infectious disease (including decontamination and clean up costs),” and/or
2 “outbreak of a contagious and/or infectious disease” within five miles of any insured location.
3 The Policy also covers losses incurred due to the “closing of the whole or part of the premises of
4 the Insured either by the Insured or by order of a Public Authority consequent upon the existence
5 or threat of hazardous conditions either actual or suspected at an insured location . . .”

6 6. Hakkasan’s venues around the country were suffering extensive business income
7 and other losses as early as February 2020 due to COVID-19 and the travel restrictions and health
8 and safety measures that started to take place at that time. Subsequently, the government-
9 mandated closures of all non-essential businesses in all jurisdictions in which Hakkasan’s venues
10 are located resulted in the full cessation of its operations at the venues and significant business
11 income losses expressly covered by the Policy.

12 7. Hakkasan timely and appropriately notified Willis regarding its losses and its intent
13 to submit a claim to Sompo and requested Willis prepare and submit the claim.

14 8. Specifically, Hakkasan requested Sompo cover those losses and the ongoing losses
15 under all available terms of the Policy including its Special Time Element – Cancellation
16 Coverage (the “Claim”).

17 9. But instead of considering the interests of Hakkasan, Sompo conspired with Willis
18 in an attempt to issue a back-dated endorsement¹ to the Policy (the “Endorsement”) *after*
19 Hakkasan’s losses began and after Hakkasan had already notified Willis of its losses and its
20 Claim.

21 10. The backdated endorsement—submitted to Willis without Hakkasan’s knowledge
22 or consent—purported to reduce the limits of insurance for the Claim from the full Policy limits of
23 \$350,000,000 per occurrence to a sublimit of \$1,500,000.

24 11. Sompo and Willis further conspired to fraudulently conceal the circumstances upon
25 which the backdated endorsement was created in order to induce Hakkasan to accept a lower limit
26 and settlement than it would otherwise be entitled to under the Policy.

27

28 ¹ Hakkasan denies that the Endorsement was validly issued or that it is a part of the Policy.

1 19. “Sompo” is defined herein to collectively refer to Defendants Endurance American
2 Specialty Insurance Company (“Endurance”), and Sompo International Holdings, Ltd (“SIH”).
3 Claims against “Sompo” include both entities.²

4 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant Willis
5 of Arizona, Inc. was incorporated in Arizona and previously conducted business in Nevada.

6 21. Plaintiff is informed and believes, and based thereon alleges, that in December
7 2019, Defendant Willis Towers Watson Insurance Services West, Inc. merged with and succeeded
8 to the interests of Willis of Arizona, Inc.

9 22. “Willis” is defined herein to collectively refer to Defendants Willis of Arizona,
10 Inc., and Willis Towers Watson Insurance Services West, Inc. Claims against “Willis” include
11 both entities.

12 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant Willis
13 Towers Watson Insurance Services West, Inc. is incorporated and maintains its principal place of
14 business in California and conducts business in Nevada.

15 **JURISDICTION AND VENUE**

16 24. This Court possesses subject matter jurisdiction over this matter in respect to
17 Defendants Endurance and SIH because Clark County, Nevada is the judicial district in which the
18 Policy was issued to a Nevada insured.

19 25. Venue in Clark County is appropriate under NRS 13.010 in respect to Defendants
20 Endurance and SIH because Clark County, Nevada is the judicial district in which the Policy was
21 issued to a Nevada insured.

22 26. This Court possesses subject matter jurisdiction over this matter in respect to
23 Defendant Willis because Clark County, Nevada is the judicial district in which Willis’s brokerage
24 and claims handling services were performed for the benefit of a Nevada-based organization.

25 ² Both Sompo International Holdings, Ltd. and Endurance American Specialty Insurance
26 Company operate under the trade name “Sompo International.” Due to this ambiguity, knowledge
27 regarding which specific entity performed which specific acts alleged herein are within the
28 defendant’s knowledge. The Court has ordered jurisdictional discovery regarding these matters to
take place and this Complaint will be further amended if necessary when Hakkasan is able to
determine the specific role of each entity with greater specificity.

1 36. The Policy defines “Occurrence” as “any one accident, loss, disaster, casualty,
2 incident, or series of accidents, losses, disasters, casualties, or incidents, including all resultant or
3 concomitant insured losses, not otherwise excluded by this Policy, arises out of a single event or
4 originating cause.” *Id.*, § VI.

5 37. The Policy’s “Specialty Clause Endorsement” extends coverage to include “Special
6 Time Element - Cancellation Coverage,” which Sompo acknowledges is triggered by the Claim.
7 The Special Time Element - Cancellation Coverage provides:

8 Notwithstanding that Time Element loss insured under this Policy must be caused
9 by or result from loss, damage or destruction not otherwise excluded, this Policy is
10 extended to insure the actual loss sustained by the Insured resulting from the
11 cancellation of, and/or inability to accept bookings or reservations for
12 accommodation, receive admissions, and/or interference with the business at any
13 insured location all as a direct result of the “Occurrence” of:

14 ...

15 ii. contagious or infectious disease (including decontamination and clean up costs);

16 ...

17 iv. any of the following that occur within a radius of five (5) miles of an insured
18 location, to the extent such Time Element loss is not otherwise insured elsewhere in
19 this policy;

20 (a) outbreak of a contagious or infectious disease

21 ...

22 v. closing of the whole or part of the premises of the Insured either by the Insured
23 or by order of a Public Authority consequent upon the existence or threat of
24 hazardous conditions either actual or suspected at an insured location;

25

26 Coverage provided under Special Time Element – Cancellation Coverage shall not
27 conflict or reduce coverage provided elsewhere in this policy, most notably
28 Contingent Time Element, Interruption by Civil or Military Authority, or Loss of
Ingress or Egress.

29

30 The coverages stated above are subject to the sublimits of liability as shown in
31 Paragraph F. OTHER SUBLIMITS FOR LOSS ARISING OUT OF ONE
32 OCCURRENCE in the Declarations section of the policy as is subject to the Policy
33 provisions, including applicable exclusions and deductibles, all as shown in this
34 section and elsewhere in this Policy.

1 38. Paragraph F of the Declarations Section of the Policy does not identify any sublimit
2 for the Special Time Element – Cancellation Coverage. Therefore, the only applicable identified,
3 disclosed, and agreed-upon limit is the \$350,000,000 per occurrence limit.

4 39. To the extent not waived or otherwise excused, Hakkasan has complied with all
5 terms and conditions precedent, including payment of undisputed premiums and notice, contained
6 in the Policy. Hakkasan therefore is entitled to all benefits of insurance provided by the Policy.

7 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

8 **Hakkasan’s Operations**

9 40. Hakkasan operates world-class restaurants, nightclubs and entertainment venues
10 throughout the United States and abroad. Several of its restaurants have been awarded Michelin
11 stars and its nightclubs are among the top-ranked in the world.

12 41. Hakkasan is based in Las Vegas, Nevada, where it operates numerous restaurants
13 and entertainment venues. Hakkasan is frequently touted by the press and industry experts as “the
14 Las Vegas Strip’s leading nightlife company.”

15 42. Hakkasan’s properties include Hakkasan Nightclub at the MGM Grand Hotel and
16 Casino and OMNIA Nightclub at Caesars Palace in Las Vegas—two of the largest and most
17 technologically-advanced entertainment venues in the world. Hakkasan also operates Wet
18 Republic Pool and Level Up at MGM Grand, Jewel Nightclub and Liquid Pool at Aria Resort and
19 Casino, Searsucker restaurant at Caesar’s Palace, and Hakkasan’s namesake restaurant at the
20 MGM Grand Hotel and Casino.

21 43. Hakkasan operates other venues across the United States and around the world. Its
22 domestic locations include high-end restaurants in New York, California, Florida, and Hawaii.

23 **The COVID-19 Pandemic**

24 44. COVID-19 is an infectious disease caused by a recently discovered novel
25 coronavirus known as SARS-CoV-2 (“COVID-19”).

26 45. COVID-19 was previously unknown to humans and is not traditionally present in
27 the natural environment.

1 46. The first instances of the disease spreading to humans were diagnosed in or around
2 December 2019.

3 47. COVID-19 is spread through contact with viral particles, via on surfaces, through
4 airborne exposure, or other means.

5 48. COVID-19 has unexpectedly and pervasively spread throughout the United States
6 in recent months.

7 49. As the virus has spread, health experts and government officials have recognized
8 that its presence is so pervasive and dangerous to human life that it should be assumed to be
9 present in all spaces open to the public.

10 50. State and health officials have promulgated varying closure and shelter-in-place
11 orders, guidelines, and restrictions per municipality intended to mitigate the spread and resulting
12 damage due to COVID-19. These include major restructuring and limitations of business
13 operations to facilitate public safety and mitigate and remediate viral spread.

14 **Hakkasan Suffers Covered Losses**

15 51. Due to the pervasive COVID-19 outbreaks in the immediate vicinity of its
16 restaurants and venues, and the corresponding governmental responses to the outbreaks in various
17 locations, Hakkasan has suffered damage to property, clean-up costs, cancellations and business
18 interruption expenses, among other losses.

19 52. Hakkasan began sustaining business income losses in February 2020. Since then,
20 Hakkasan has had to close its venues to the public across its entire portfolio and cancel significant
21 banquet events and refund ticket sales. As of the date of filing of the original complaint, none of
22 the venues have reopened to the public and losses continue. Approximately 1,300 of Hakkasan's
23 Nevada employees have lost their employment due to these closures and hundreds more of
24 Hakkasan's employees in other regions of the United States have lost their jobs. Recently,
25 Hakkasan has been forced to permanently close certain of its venues due to the catastrophic losses
26 it suffered at each of these venues in varied geographic locations around the country.

27 53. In addition, the various closures have resulted in property damage, the loss of
28 perishable items, and cleaning costs of venues due to known and suspected COVID-19 virus on

1 the premises. Given the ongoing nature of the government-ordered closures, required health and
2 safety measures and the continued pervasiveness of COVID-19 in the communities and vicinities
3 in which Hakkasan's domestic venues operate, losses are ongoing and cannot be fully determined
4 yet.

5 **Hakkasan Instructs Willis to Tender the Claim**

6 54. Hakkasan contracted with Willis to provide brokerage and claims-handling services
7 in relation to the Policy, among numerous other insurance policies procured by Willis for
8 Hakkasan over the last 5 years, and compensated Willis for these services. As such, Willis acted
9 as Hakkasan's agent in connection with the Policy and maintained a confidential relationship with
10 Hakkasan.

11 55. In February 2020, Hakkasan notified Willis that it expected to suffer covered losses
12 and was preparing to submit a claim under the Policy.

13 56. After receiving its financial results for February 2020, Hakkasan instructed Willis
14 to formally tender the Claim.

15 **Willis Conspires with Sampo to Issue an Invalid Backdated Endorsement**

16 57. When Hakkasan first began to inquire about its coverage under the Policy and its
17 intent to make the Claim, Willis's attorneys internally analyzed the coverage afforded by the
18 Policy and found that the full \$350,000,000 limits applied to Hakkasan's "Special Time Element
19 Cancellation Coverage."

20 58. Out of concern for the business relationship between Willis and Sampo, and
21 without notifying Hakkasan or obtaining approval from Hakkasan to violate the duties owed to
22 Hakkasan, Willis contacted Sampo to inform Sampo of the impending Claim for which there was
23 no stated sublimit in the Policy.

24 59. Hakkasan had no direct contact with Sampo at this time, and therefore Sampo
25 could not have known about Hakkasan's impending Claim, or the timing thereof, without Willis
26 having told Sampo in advance of the pending Claim.

27 60. In response, and almost one year after the Policy was issued, Sampo attempted to
28 issue a backdated "General Change Endorsement" purporting to add a "Special Time Element

1 Cancellation Coverage” sublimit of \$1,500,000 to the Policy, effective April 1, 2019. A true and
2 correct copy of the invalid Endorsement is attached as Exhibit 2.

3 61. Neither Sampo nor Willis advised Hakkasan of the intent to issue an endorsement
4 eleven months after the Policy inception, without the consent of Hakkasan or that they arranged for
5 the Endorsement to be issued before the Claim was formally tendered even though both Sampo
6 and Willis were aware of the Claim.

7 62. Sampo sent the Endorsement to Willis on March 9, 2020.

8 63. The terms of the Endorsement state that the Endorsement was intended to amend
9 and change the Policy.

10 64. Indeed, the Endorsement was intended to drastically reduce the available coverage
11 for Hakkasan’s Claim under the Policy.

12 65. Sampo did not inform Hakkasan directly that Sampo was attempting to issue an
13 Endorsement that might operate to limit Hakkasan’s rights under its Policy.

14 66. Willis did not tell Hakkasan about the Endorsement, but proceeded to purport to
15 “accept” the Endorsement on Hakkasan’s behalf without Hakkasan’s knowledge or consent.

16 67. Willis did so knowing that Hakkasan had a pending claim and would never agree to
17 a retroactive modification of the Policy to its detriment.

18 68. Indeed, had Hakkasan been informed, Hakkasan would have never allowed the
19 Endorsement to be issued prior to Hakkasan submitting its claim, and Sampo would not have been
20 able to rely on the Endorsement in denying Hakkasan’s claim.

21 69. Yet Willis, holding itself out to Sampo as Hakkasan’s authorized agent, falsely
22 represented to Sampo that Willis was authorized to accept the Endorsement on Hakkasan’s behalf.

23 70. In fraudulently omitting this information and failing to disclose the Endorsement to
24 Hakkasan prior to its issuance, Sampo and Willis were acting without Hakkasan’s authority,
25 knowledge, or consent, and in direct contravention of Hakkasan’s interests.

26 71. On March 16, 2020, Willis submitted the Claim to Sampo.

27 72. Despite having received an endorsement to the Policy that, if effective, would have
28 changed the applicable Policy limits from \$350,000,000 per occurrence to \$1.5 million and

1 knowing that a Claim had already been made that would have been affected by the Endorsement,
2 Willis did not provide the Endorsement or any notice of the Endorsement to Hakkasan until May
3 26, 2020—only after Hakkasan became aware of its possible existence and demanded the
4 document from Willis.

5 **Willis and Sampo Engage in Further Delay and Misrepresentation**

6 73. On March 16, 2020, Sampo acknowledged receipt of the Claim.

7 74. Despite having all of the information necessary to do so, Sampo did not provide
8 Hakkasan with a coverage position.

9 75. Instead, and in an attempt to delay issuance of a coverage position and payment on
10 the Claim, Sampo sent several evolving requests for detail regarding the loss.

11 76. Hakkasan promptly responded to Sampo's information requests to the best of its
12 ability, as its losses were ongoing.

13 77. In the meantime, Willis reached out to Hakkasan and suggested that Willis could
14 facilitate a settlement of Hakkasan's outstanding Special Time Element – Cancellation Coverage
15 Claim with Sampo for \$1,500,000, the purported "limit" of coverage under the Endorsement in
16 Willis' possession, but was unknown to Hakkasan at the time.

17 78. Willis still made no mention of the Endorsement when attempting to solicit a
18 settlement from Hakkasan.

19 79. This settlement request coming from Hakkasan's broker was highly unusual and
20 Hakkasan already had reviewed the Policy and confirmed that the Special Time Element –
21 Cancellation Coverage had no limit other than the \$350,000,000 per occurrence limit.

22 80. Willis did not inform Hakkasan of the Endorsement it facilitated and had received
23 on March 9, 2020, when it later suggested that Hakkasan settle the Claim at \$1,500,000, despite
24 Hakkasan's growing losses and the available policy limits of \$350,000,000 per occurrence.

25 81. On April 17, 2020, Hakkasan's General Counsel wrote to Sampo providing further
26 detail regarding the Claim and asking for Sampo to provide its coverage position. Sampo did not
27 respond to the request for its coverage position.

28

1 82. On May 1, 2020, Hakkasan's General Counsel again wrote to Sompo to request a
2 coverage position. Sompo again failed to respond to the request for its coverage position.

3 83. On May 20, 2020, Hakkasan's outside counsel wrote to Sompo demanding a
4 coverage position by May 22, 2020.

5 84. Sompo finally responded in a letter dated May 22, 2020. A true and correct copy
6 of this letter is attached hereto as Exhibit 3.

7 85. In its May 22, 2020 letter, Sompo issued further requests for detailed answers to
8 dozens of questions regarding Hakkasan's losses (which, due to the ongoing nature of the losses,
9 cannot be fully quantified to date).

10 86. Sompo's letter suggested it was only willing to provide Hakkasan with Sompo's
11 "limited" "views regarding coverage" pending this information even though the Claim was made
12 more than two months earlier.

13 87. Sompo's letter then listed out what Sompo characterized as the "potentially
14 applicable" policy provisions.

15 88. These included "General Change Endorsement No. 1", the backdated Endorsement
16 that fraudulently purported to add to the Policy a \$1,500,000 sublimit for Special Time Element –
17 Cancellation Coverage.

18 89. In its letter, Sompo contended that this Endorsement was effective as of the Policy
19 effective date of April 1, 2019, but notably did not inform Hakkasan that the Endorsement was
20 actually issued on March 9, 2020.

21 90. In its May 22, 2020 letter, Sompo acknowledged that the Special Time Element –
22 Cancellation Coverage "appears to have been triggered by [Hakkasan's] claim" but
23 misrepresented that the coverage was subject to the \$1,500,000 sublimit provided in General
24 Change Endorsement No. 1.

25 91. In its letter, Sompo reserved all rights, including its right to modify its coverage
26 position.

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1 92. Willis did not disclose the backdated Endorsement to Hakkasan, until May 26,
2 2020 when Hakkasan forwarded Sampo's letter to Willis and demanded information and the
3 purported Endorsement it had never seen or been made aware of.

4 93. After being pressed for information regarding the Endorsement, Willis
5 acknowledged that one of its representatives had coordinated the purported issuance of the
6 backdated Endorsement without Hakkasan's knowledge or consent.

7 94. Willis suggested that its representative may have been "trying to protect Sampo"
8 and conceded that Willis should not have contacted Sampo about Hakkasan's impending Claim
9 because Willis is supposed to "work for Hakkasan".

10 95. To date, Sampo has refused to pay Hakkasan's claims over \$1.5 million, and
11 continues to rely on the invalid and fraudulent Endorsement to avoid its coverage obligations.

12 96. Instead, Sampo continues to engage in a pattern of delay and obfuscation in order
13 to deprive Hakkasan of the benefits of its Policy during a time of great crisis, unemployment, and
14 financial distress for the company.

15 97. As a result of Willis and Sampo's acts and omissions, Hakkasan has been forced to
16 file suit and incur significant legal expenses to recover what it is owed under the policy.

17 **FIRST CLAIM FOR RELIEF**
18 **Declaratory Relief**
19 **(Against Sampo)**

20 98. Hakkasan realleges and incorporates by reference the above paragraphs as though
21 fully stated herein.

22 99. Sampo has contended and/or suggested that Hakkasan's Claim, although covered
23 by the Policy, is subject to inapplicable sublimits and exclusions.

24 100. Sampo also contends that detailed information is required before it is obligated to
25 even provide a coverage position and fully reimburse Hakkasan for its indisputably covered losses
26 well documented in the public record and supported by Hakkasan's submissions to date.

27 101. Hakkasan contends that Sampo must honor its representations and promises in the
28 Policy and has no legal right to refuse to make payments related to the Claim and that Sampo may
not avoid coverage.

102. Hakkasan is informed and believes, and based thereon alleges, that Sompo disputes Hakkasan's contentions.

103. An actual, ripe, and justiciable controversy therefore exists between Hakkasan and Sompso concerning the matters alleged herein.

104. Hakkasan seeks a judicial declaration confirming that Sompo's contentions are wrong and that Hakkasan's contentions are correct and that Sompo must honor all duties under the Policy, including its duty to pay up to its full \$350,000,000 per occurrence policy limit to reimburse Hakkasan for the losses it has incurred in connection with its Special Time Element – Cancellation Coverage Claim, and its duty to reimburse other covered losses under the Policy.

105. As a direct and proximate result of Sompo's acts, Hakkasan has been damaged as of the date of this Complaint in an estimated amount in excess of \$50,000,000. The actual amount of damages has not yet been precisely ascertained, but includes the fees and expenses that Hakkasan has incurred and will incur in connection with its Claim, and other damages and special damages (including, but not limited to, attorneys' fees incurred in connection with pursuit of this claim) not yet known or determined, plus interest. Hakkasan will seek leave to amend this Complaint when the precise amount of its damages is known.

106. A declaration is necessary at this time in order that the parties' dispute may be resolved and that the parties be aware of their respective duties and rights.

SECOND CLAIM FOR RELIEF
Violation of NRS 686A.310 “Nevada Unfair Claims Practices Act”
(Against Sompso)

107. Hakkasan realleges and incorporates by reference the above and below paragraphs as though fully stated herein.

108. It is an improper and unfair claims practice for an insurer transacting business in Nevada to engage in certain activities in violation of NRS 686A.310, also known as the Nevada Unfair Claims Practices Act (the “Act”).

109. Sompo violated the Act by, among other things, misrepresenting to its insured pertinent facts and insurance policy limits applicable to coverage.

110. Sampo violated the Act by, among other things, attempting to settle claims on the basis of an application and/or policy which was altered without notice to, or knowledge or consent of, the insured.

111. Sampo violated the Act by, among other things, failing to effectuate prompt, fair, and equitable settlements of claims in which its liability has become reasonably clear.

112. Sampo violated the Act by, among other things, failing to comply with various provisions of NRS 686A.660 by misrepresenting and failing to disclose all pertinent benefits, coverages, and other provisions of the insurance policy.

113. Sampo violated the Act by, among other things, failing to comply with various provisions of NRS 687B.310 to 687B.390, including but not limited to NRS 687B.350, which provides that advance notice is required to give effect to policy changes and renewals.

THIRD CLAIM FOR RELIEF

Breach of Contract

(Against Sampo)

114. Hakkasan realleges and incorporates by reference the above and below paragraphs as though fully stated herein.

115. The Policy, other than the fraudulent Endorsement, is a valid contract between Sampo and Hakkasan and represents the sole expression of the contractual terms between Sampo and Hakkasan.

116. Sampo breached this agreement by the actions referenced above, including but not limited to, failing to pay for Hakkasan's covered Claim.

117. Hakkasan has performed all applicable terms and conditions of the Policy, or otherwise has been excused from such performance.

118. Implied in the Policy is a covenant that Sampo will act in good faith and deal fairly with Hakkasan, that it would do nothing to interfere with its rights to receive the benefits due under the Policy, and that it would give at least the same level of consideration to Hakkasan's interests as it gives to its own interests.

119. Instead of complying with its express and implied duties under its Policy, Sampo has, among other things, (a) refused to confirm coverage under the Policy; (b) refused to confirm it

1 will pay for any of the covered losses over \$1.5 million; (c) refused to confirm it will pay for the
2 covered losses up to \$350,000,000 per occurrence; and (d) attempted to amend the Policy limits
3 directly applicable to the Claim after notice of the Claim and eleven months after the Policy was
4 issued. Hakkasan is informed and believes, and based thereon alleges, that Sompō engaged in
5 such conduct in order to coerce Hakkasan into accepting something less than the full policy
6 benefits to which it is otherwise entitled.

7 120. As a direct and proximate result of Sompō's breach of its contract, Hakkasan has
8 been damaged as of the date of this Complaint in an amount in excess of \$50,000,000.

9 121. The actual amount of damages has not yet been precisely ascertained, but includes
10 in addition to its covered losses, the fees and expenses covered under the Policy that Hakkasan has
11 incurred and will incur in connection with its Claim, and other damages not yet known or
12 determined, plus interest. This also includes attorneys' fees and other special damages incurred as
13 a natural consequence of Sompō's non-payment of Hakkasan's Claim and other breaches.
14 Hakkasan will seek leave to amend this Complaint when the precise amount of its damages is
15 known.

16 **FOURTH CLAIM FOR RELIEF**
17 **Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing**
18 **(Against Sompō)**

19 122. Hakkasan realleges and incorporates by reference the above and below paragraphs
20 as though fully stated herein.

21 123. The Policy, other than the fraudulent Endorsement, is a valid contract between
22 Sompō and Hakkasan and represents the sole expression of the contractual terms between Sompō
23 and Hakkasan.

24 124. Under Nevada law, every contract imposes upon the contracting parties the duty of
25 good faith and fair dealing, which requires that one party refrain from conduct that would prevent
26 the other party from achieving its benefit of the bargain.

27 125. In breach of the implied covenant of good faith and fair dealing, Sompō committed
28 the acts alleged above for the purpose of consciously withholding from Hakkasan the rights and
benefits to which it is entitled under the Policy and without consideration of the interests of

1 Hakkasan at least to the same extent as it considered its own interests. In doing so, Somp
2 breached the spirit of the contract between it and Hakkasan.

3 126. Somp has contractually breached the implied covenant of good faith and fair
4 dealing by, among other things, (a) refusing to confirm coverage under the Policy; (b) refusing to
5 confirm it will pay for any of the covered losses over \$1.5 million; (c) refusing to confirm it will
6 pay for the covered losses up to \$350,000,000 per occurrence; and (d) attempting to amend the
7 Policy limits directly applicable to the Claim without the insured's consent, after notice of the
8 Claim, and eleven months after the Policy was issued.

9 127. As a direct and proximate result of Somp's actions, Hakkasan has been damaged
10 as of the date of this Complaint in an amount in excess of \$50,000,000.

11 128. The actual amount of damages has not yet been precisely ascertained, but includes
12 in addition to its covered losses, the fees and expenses covered under the Policy that Hakkasan has
13 incurred and will incur in connection with its Claim and other damages not yet known or
14 determined, plus interest. This also includes attorneys' fees and other special damages incurred as
15 a natural consequence of Somp's non-payment of Hakkasan's Claim and other breaches.
16 Hakkasan will seek leave to amend this Complaint when the precise amount of its damages is
17 known.

18 **FIFTH CLAIM FOR RELIEF**
19 **Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing**
20 **(Against Somp)**

21 129. Hakkasan realleges and incorporates by reference the above and below paragraphs
22 as though fully stated herein.

23 130. The Policy, other than the fraudulent Endorsement, is a valid contract between
24 Somp and Hakkasan and represents the sole expression of the contractual terms between Somp
25 and Hakkasan.

26 131. Under Nevada law, every contract imposes upon the contracting parties the duty of
27 good faith and fair dealing, which requires that one party refrain from conduct that would prevent
28 the other party from achieving its benefit of the bargain.

1 132. Under Nevada law, the relationship of an insured to an insurer is one of special
2 confidence, and thus an insurer assumes the duty to negotiate with its insureds in good faith and to
3 deal with them fairly. In breach of the implied covenant of good faith and fair dealing, Sampo
4 committed the acts alleged above for the purpose of consciously withholding from Hakkasan the
5 rights and benefits to which it is entitled under the Policy and without consideration of the
6 interests of Hakkasan at least to the same extent as it considered its own interests.

7 133. In doing so, Sampo has acted unreasonably, in breach of its duties to its insured,
8 and with knowledge that there is no reasonable basis for its conduct.

9 134. Sampo's acts are inconsistent with the reasonable expectations of its insured and
10 are contrary to established claims practices and legal requirements and constitute bad faith.
11 Hakkasan is entitled to recover all attorneys' fees that it reasonably has incurred, and is incurring,
12 in its effort to obtain the Policy benefits that Sampo has withheld in bad faith, plus interest. The
13 amount of these attorneys' fees and expenses and other special damages, which are a natural and
14 proximate consequence of Sampo's injurious conduct, currently is unknown, and is continuing.
15 Hakkasan will seek leave to amend this Complaint to allege the precise amount of these fees and
16 costs when that amount is known.

17 135. Sampo's conduct is despicable, was undertaken with a conscious disregard of the
18 rights of Hakkasan, and constitutes oppression, fraud, and/or malice within the meaning of NRS
19 42.005. Specifically, Sampo, by acting as alleged above, consciously and outrageously
20 disregarded the rights of Hakkasan in bad faith during a time of crisis where Hakkasan sustained
21 substantial financial losses. Hakkasan is therefore entitled to recover punitive damages from
22 Sampo in an amount sufficient to punish and to make an example of Sampo in order to deter
23 similar conduct.

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1 **SIXTH CLAIM FOR RELIEF**

2 **Civil Conspiracy³**

3 **(Against Somo and Willis)**

4 136. Hakkasan realleges and incorporates by reference the above and below paragraphs
5 as though fully stated herein.

6 137. As its insurer, Somo has a confidential relationship with Hakkasan. As its
7 insurance broker, Willis also has a confidential relationship with Hakkasan. Due to these
8 confidential relationships, Somo and Hakkasan were required to disclose and not conceal
9 material information regarding the Policy and the Claim.

10 138. Instead of honoring their confidential relationship with Hakkasan, Somo and
11 Willis knowingly conspired to covertly and fraudulently change the terms of the Policy after both
12 parties became aware of Hakkasan's losses and the impending Claim.

13 139. Somo and Willis worked together to knowingly violate the Nevada Unfair Claims
14 Practices Act in their attempt to mislead Hakkasan as to the nature of the coverage afforded by the
15 Policy, to fraudulently misrepresent the limit of coverage that applies to the Special Time Element
16 – Cancellation Coverage, to fraudulently omit to disclose to Hakkasan that they worked together
17 to issue an Endorsement after notice of a Claim and eleven months after the Policy inception in a
18 joint attempt to significantly reduce the available limits, and to coerce Hakkasan to accept a lower
19 settlement on its Claim than what it would otherwise be entitled to receive under the Policy.

20 140. Somo urged Willis to act in contravention to its obligations to its client Hakkasan,
21 by providing Willis with the backdated Endorsement and requesting that Willis accept the
22 backdated Endorsement on behalf of Hakkasan without informing Hakkasan.

23 141. Willis urged Somo to act in contravention to its obligations to its insured
24 Hakkasan, by providing Somo with advance notice of the Claim and facilitating the purported
25 issuance of the backdated Endorsement without Hakkasan's knowledge.
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28 ³ The civil conspiracy claim alleged herein is not limited to a conspiracy to commit fraud
claim.

1 142. Willis aided Sampo in various unlawful and tortious acts, including Sampo's
2 breach of contract, tortious breach of duty of good faith to its insured, and violations of the
3 Nevada Unfair Claims Practices Act.

4 143. Sampo aided Willis in various unlawful and tortious acts, including Willis's fraud
5 and breach of its duties towards Hakkasan.

6 144. Willis and Sampo worked together to conceal the issuance of the Endorsement
7 from Hakkasan, depriving Hakkasan of its ability to timely object before that same Endorsement
8 was subsequently wrongfully used as a justification to deny Hakkasan's claim.

9 145. Sampo and Willis concertedly engaged in these unlawful actions without
10 Hakkasan's knowledge and in conscious disregard of Hakkasan's rights under the Policy.

11 146. Sampo's and Willis's actions have damaged Hakkasan as a result, by, among other
12 things, providing Sampo with an illegitimate justification for its wrongful refusal to pay
13 Hakkasan's Claim up to the full \$350,000,000 per occurrence limits, by improperly withholding
14 payment under the Policy, and by requiring Hakkasan to initiate this lawsuit to obtain relief.

15 147. Sampo's and Willis's conduct is despicable, was undertaken with a conscious
16 disregard of the rights of Hakkasan, and constitutes oppression, fraud, and/or malice within the
17 meaning of NRS 42.005. Specifically, Sampo and Willis, by acting as alleged above, consciously
18 and outrageously disregarded the rights of Hakkasan during a time of crisis where Hakkasan
19 sustained substantial financial losses. Hakkasan is therefore entitled to recover punitive damages
20 from Sampo and Willis in an amount sufficient to punish and to make an example of Sampo and
21 Willis in order to deter similar conduct.

22 **SEVENTH CLAIM FOR RELIEF**

23 **Constructive Fraud**
24 **(Against Sampo and Willis)**

25 148. Hakkasan realleges and incorporates by reference the above and below paragraphs
26 as though fully stated herein.

27 149. Under Nevada law, the relationship of an insured to an insurer is one of special
28 confidence, and thus Sampo had a special relationship with Hakkasan, its insured.

1 150. Under Nevada law, an insurance broker owes a duty to its client to perform with
2 reasonable care, diligence, and judgment.

3 151. Brokers also owe a special duty of reasonable care in communicating an insurance
4 policy's terms or extent of coverage and insurance brokers also have a relationship of confidence
5 with their policyholder clients.

6 152. Sompso purported to issue the back-dated Endorsement to severely restrict the
7 applicable limits of the Claim after it was already on notice of the Claim and without the consent
8 of its insured.

9 153. Sompso and Willis concealed the discussions about, and the issuance of the back-
10 dated Endorsement, breaching their respective confidential relationships with Hakkasan.

11 154. Sompso and Willis deprived Hakkasan of its ability to contemporaneously object to
12 the illicit conduct of Sompso and Willis in their attempt to modify the Policy after notice had been
13 provided concerning a covered claim.

14 155. Sompso and Willis misrepresented the timing of the issuance of the Endorsement
15 and the circumstances under which it was issued, to induce Hakkasan's reliance on the
16 Endorsement in accepting less than what it was owed under the policy and to provide Sompso with
17 an illegitimate justification to refuse to pay Hakkasan's claim up to the \$350 million per
18 occurrence limits of the Policy.

19 156. Willis knew and/or should have known that it had no authority to accept the
20 backdated Endorsement.

21 157. Had Hakkasan been asked by Willis if it had authorization to accept the back-dated
22 Endorsement, it would have objected prior to its issuance.

23 158. Had Hakkasan known about Sompso and Willis' actions it would have immediately
24 objected and submitted its claim, and Sompso would not have subsequently been able to rely on the
25 Endorsement to deny Hakkasan's claim and Sompso would have thus paid Hakkasan's claim.

26 159. Hakkasan relied to its detriment that its confidential relationship would be honored
27 by Sompso and Willis such that neither of them would fail to disclose information about its Claim
28

1 or the Policy and that they would provide truthful affirmative representations in connection with
2 the underwriting of the policy, issuance of policy documents, and in handling Hakkasan's claims.

3 160. Hakkasan relied on both Sampo and Willis to fulfill their duties to Hakkasan and
4 act in Hakkasan's interests and was harmed when they failed to do so.

5 161. Hakkasan relied on Sampo and Willis's misrepresentations and omissions
6 regarding the Policy terms and Endorsement and was harmed as a result.

7 162. Sampo breached its duties as part of its confidential relationship with Hakkasan by
8 failing to disclose its intent to issue an endorsement to the Policy, while knowing a Claim was
9 pending that would directly and significantly impact the limits of coverage available for the Claim.

10 163. Willis breached its duties pursuant to its confidential relationship with Hakkasan
11 when it failed to disclose to Hakkasan that it (a) intended to disclose the Claim to Sampo before it
12 was formally tendered without Hakkasan's consent; (b) orally misrepresented the limits of the
13 disease coverage under the Policy to Hakkasan; (c) improperly gave Sampo advance notice of
14 Hakkasan's impending claim and alerted Sampo that the Policy contained no sublimit regarding
15 disease; (d) conspired with Sampo to accept an endorsement to the Policy it knew was detrimental
16 to Hakkasan's interests and (if valid) would severely limit coverage under the Policy; (e)
17 purported to accept the Endorsement while concealing it from Hakkasan and thus depriving
18 Hakkasan of its ability to refuse the Endorsement before Sampo denied the claim; and (f) after
19 misrepresenting to Hakkasan that the \$1.5 million limit applied, suggesting that Hakkasan should
20 settle the Claim for that amount.

21 164. Hakkasan detrimentally relied on Willis's representations that Willis was its broker
22 and acting on Hakkasan's behalf and would not do anything to prejudice Hakkasan in the
23 submission of the Claim. Had Hakkasan known that Willis would act otherwise and actively
24 attempt to thwart Hakkasan's right to coverage, Hakkasan would have not advised Willis of the
25 impending Claim before asking that it be formally tendered, would have engaged another broker
26 or counsel to facilitate the Claim with Sampo, and Sampo would not have been able to take
27 advantage of the fraudulent Endorsement in its denial and continuing denial of the Claim above
28 \$1.5 million.

1 165. Hakkasan also detrimentally relied on Sampo's representations that, as its insurer,
2 it would not do anything to prejudice Hakkasan in its attempt to obtain the benefits of the Policy
3 and that it would consider Hakkasan's interests at least as much as it considers its own.

4 166. Willis and Sampo breached their duties and obligations to Hakkasan when Sampo
5 issued, and Willis facilitated the issuance of, the Endorsement in a manner knowingly calculated
6 to deceive and mislead Hakkasan and in contravention of their obligations in their respective
7 confidential relationships with Hakkasan.

8 167. Sampo and Willis each had pecuniary interests in misleading Hakkasan into
9 thinking the Endorsement validly limited Hakkasan's coverage under the Policy.

10 168. Sampo and Willis misrepresented the Endorsement as a duly-issued part of the
11 original Policy in an attempt to induce Hakkasan to accept Sampo's fraudulent representation and
12 a settlement for the Claim for less than it was otherwise entitled under the Policy.

13 169. Sampo's and Willis's actions caused damage to Hakkasan by, among other things,
14 providing Sampo with an illegitimate justification for its wrongful refusal to pay the Claim, by
15 improperly withholding payment under the Policy, and by requiring Hakkasan to expend funds to
16 initiate this lawsuit to obtain relief.

17 170. Sampo continues to misrepresent the validity of the Endorsement to Hakkasan's
18 detriment, as Sampo continues to use it as a justification to avoid paying Hakkasan's Claim.

19 171. Hakkasan is entitled to recover all attorneys' fees that it reasonably has incurred,
20 and is incurring, in its effort to obtain the Policy benefits that Sampo has fraudulently withheld,
21 plus interest. The amount of these attorneys' fees and expenses and other special damages, which
22 are a natural and proximate consequence of Willis's and Sampo's fraudulent and injurious
23 conduct, currently is unknown, and is continuing. Hakkasan will seek leave to amend this
24 Complaint to allege the precise amount of these fees and costs when that amount is known.

25 172. Sampo's and Willis's conduct is despicable, was undertaken with a conscious
26 disregard of the rights of Hakkasan, and constitutes oppression, fraud, and/or malice within the
27 meaning of NRS 42.005. Specifically, Sampo and Willis, by acting as alleged above, consciously
28 and outrageously disregarded the rights of Hakkasan during a time of crisis where Hakkasan

1 sustained substantial financial losses. Hakkasan is therefore entitled to recover punitive damages
2 from Sompo and Willis in an amount sufficient to punish and to make an example of Sompo and
3 Willis in order to deter similar conduct.

4 **EIGHTH CLAIM FOR RELIEF**

5 **Negligence**
6 **(Against Willis)**

7 173. Hakkasan realleges and incorporates by reference the above and below paragraphs
8 as though fully stated herein.

9 174. Under Nevada law, an insurance broker owes a duty to its client to perform with
10 reasonable care, diligence, and judgment.

11 175. Brokers also owe a special duty of reasonable care in communicating an insurance
12 policy's terms or extent of coverage.

13 176. Willis breached its duty to Hakkasan by, among other things, (a) misrepresenting
14 the terms of coverage that would be afforded under the Policy in its marketing materials;
15 (b) misrepresenting the coverage available under the Policy; (c) having inappropriate
16 communications with Sompo after knowing about Hakkasan's losses and the Claim;
17 (d) facilitating the creation and receipt of the invalid Endorsement; (e) omitting material facts
18 regarding the issuance of the Endorsement and discussions with Sompo; and (f) otherwise
19 negligently handling the procurement and issuance of the Policy and the claims process.

20 177. Sompo knowingly assisted Willis in Willis's breach of its duty to Hakkasan.

21 178. Willis's actions and omissions caused damage to Hakkasan by, among other things,
22 preventing Hakkasan from being able to object and prevent the issuance of the fraudulent
23 Endorsement before Hakkasan's claim was submitted, providing Sompo with an illegitimate
24 justification for its wrongful refusal to pay Hakkasan's Claim, and causing Hakkasan to initiate
25 this lawsuit to obtain relief.

26 179. Hakkasan is entitled to recover all attorneys' fees that it reasonably has incurred,
27 and is incurring, in its effort to obtain the Policy benefits that Sompo has fraudulently withheld,
28 plus interest. The amount of these attorneys' fees and expenses and other special damages, which
are a natural and proximate consequence of Willis's negligent conduct, currently is unknown, and

1 is continuing. Hakkasan will seek leave to amend this Complaint to allege the precise amount of
2 these fees and costs when that amount is known.

3 **NINTH CLAIM FOR RELIEF**
4 **Intentional Interference with Contractual Relations**
5 **(Against Willis)**

6 180. Hakkasan realleges and incorporates by reference the above and below paragraphs
7 as though fully stated herein.

8 181. The Policy, other than the fraudulent Endorsement, is a valid contract between
9 Sompo and Hakkasan and represents the sole expression of the contractual terms between Sompo
10 and Hakkasan.

11 182. Willis was aware of the contract between Sompo and Hakkasan and acted
12 intentionally in a manner aimed at disrupting that contract.

13 183. Willis intentionally interfered with the contractual relationship between Sompo and
14 Hakkasan by inducing Sompo to breach its agreement with Hakkasan and by facilitating that
15 breach.

16 184. In doing so, Willis acted with the intent to injure Hakkasan by depriving it of the
17 benefits of its contract with Sompo.

18 185. Sompo breached this agreement by the actions referenced above, including but not
19 limited to, issuing the fraudulent Endorsement and refusing to cover the Claim.

20 186. Willis's actions caused damage to Hakkasan by, among other things, providing
21 Sompo with an illegitimate justification for its wrongful refusal to pay the Claim and by requiring
22 Hakkasan to initiate this lawsuit to obtain relief.

23 187. Hakkasan is entitled to recover all attorneys' fees that it reasonably has incurred,
24 and is incurring, in its effort to obtain the Policy benefits that Sompo has fraudulently withheld,
25 plus interest. The amount of these attorneys' fees and expenses and other special damages, which
26 are a natural and proximate consequence of Willis's tortious conduct, currently is unknown, and is
27 continuing. Hakkasan will seek leave to amend this Complaint to allege the precise amount of
28 these fees and costs when that amount is known.

1 188. Willis's conduct is despicable, was undertaken with a conscious disregard of the
2 rights of Hakkasan, and constitutes oppression, fraud, and/or malice within the meaning of NRS
3 42.005. Specifically, Willis, by acting as alleged above, consciously and outrageously disregarded
4 the rights of Hakkasan during a time of crisis where Hakkasan sustained substantial financial
5 losses. Hakkasan is therefore entitled to recover punitive damages from Willis in an amount
6 sufficient to punish and to make an example of Willis in order to deter similar conduct.

7 WHEREFORE, Hakkasan prays for judgment as follows:

8 **ON THE FIRST CLAIM FOR RELIEF**

- 9 1. For a declaration in accord with Hakkasan's contentions stated above;
10 2. For reasonable attorneys' fees and expenses incurred in obtaining the benefits due
11 under the policy;

12 **ON THE SECOND CLAIM FOR RELIEF**

- 13 3. For damages in excess of \$15,000, plus interest, according to proof at the time of
14 trial;

15 **ON THE THIRD CLAIM FOR RELIEF**

- 16 4. For damages in excess of \$15,000, plus interest, according to proof at the time of
17 trial;
18 5. For reasonable attorneys' fees and expenses incurred in obtaining the benefits due
19 under the policy;

20 **ON THE FOURTH CLAIM FOR RELIEF**

- 21 6. For damages in excess of \$15,000, plus interest, according to proof at the time of
22 trial;
23 7. For reasonable attorneys' fees and expenses incurred in obtaining the benefits due
24 under the policy;

25 **ON THE FIFTH CLAIM FOR RELIEF**

- 26 8. For damages in excess of excess of \$15,000, plus interest, according to proof at the
27 time of trial;

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1 9. For reasonable attorneys' fees and expenses incurred in obtaining the benefits due
2 under the policy;

3 10. For punitive damages in an amount to be determined at the time of trial;

4 **ON THE SIXTH CLAIM FOR RELIEF**

5 11. For damages in excess of \$15,000, plus interest, according to proof at the time of
6 trial;

7 12. For reasonable attorneys' fees and expenses incurred in obtaining the benefits due
8 under the policy;

9 13. For punitive damages in an amount to be determined at the time of trial;

10 **ON THE SEVENTH CLAIM FOR RELIEF**

11 14. For damages in excess of \$15,000, plus interest, according to proof at the time of
12 trial;

13 15. For reasonable attorneys' fees and expenses incurred in obtaining the benefits due
14 under the policy;

15 16. For punitive damages in an amount to be determined at the time of trial;

16 **ON THE EIGHTH CLAIM FOR RELIEF**

17 17. For damages in excess of \$15,000, plus interest, according to proof at the time of
18 trial;

19 18. For reasonable attorneys' fees and expenses incurred as a proximate cause of
20 negligent conduct;

21 **ON THE NINTH CLAIM FOR RELIEF**

22 19. For damages in excess of \$15,000, plus interest, according to proof at the time of
23 trial;

24 20. For reasonable attorneys' fees and expenses incurred in obtaining the benefits due
25 under the policy;

26 21. For punitive damages in an amount to be determined at the time of trial;

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ON ALL CLAIMS FOR RELIEF

22. For costs of suit incurred herein;
23. For interest as allowed by law; and
24. For such other further, and/or different relief as may be just and appropriate.

Dated: September 28, 2020

Respectfully submitted,

SANTORO WHITMIRE

By: /s/ James E. Whitmire

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Demand for jury trial

Hakkasan hereby demands trial by jury.

DATED: September 28, 2020

Respectfully submitted,

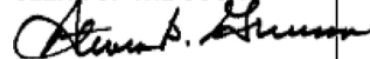
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*Attorneys for Willis of Arizona, Inc. and
Willis Towers Watson Insurance Services West, Inc.*

DISTRICT COURT

CLARK COUNTY, NEVADA

HAKKASAN USA, INC., a Delaware
Corporation,

Plaintiff,

v.

ENDURANCE AMERICAN SPECIALTY
INSURANCE COMPANY, a Delaware
Corporation; SOMPO INTERNATIONAL
HOLDINGS, LTD., a Bermuda
Corporation; WILLIS OF ARIZONA,
INC., an Arizona Corporation; and
WILLIS TOWERS WATSON
INSURANCE SERVICES WEST, INC., a
California Corporation,

Defendants.

Case No. A-20-816145-B

Dept. No. XI

**DEFENDANTS WILLIS OF ARIZONA,
INC.'S AND WILLIS TOWERS WATSON
INSURANCE SERVICES WEST, INC.'S
ANSWER TO PLAINTIFF'S AMENDED
COMPLAINT AND RESPONSE TO
DEMAND FOR JURY TRIAL**

Defendants Willis of Arizona, Inc. and Willis Towers Watson Insurance Services West, Inc. (collectively, “Willis”), by and through their attorneys, hereby answer Plaintiff Hakkasan USA Inc.’s (“Hakkasan”) Amended Complaint and Demand for Jury Trial (the “Complaint”) as follows:

1. Willis lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 1 of the Complaint and, therefore, denies the same.

2. Willis admits the allegation in Paragraph 2 of the Complaint that Sampo is an insurance company and further states that the content of the referenced website speaks for itself. Willis lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 2 of the Complaint and, therefore, denies the same.

3. Willis admits that Hakkasan obtained an insurance policy, Policy No. ARL300001017500, through Sampo, which document speaks for itself. Willis denies the allegations in Paragraph 3 of the Complaint to the extent they mischaracterize the content of the Policy.

4. Willis admits the allegations in Paragraph 4 of the Complaint.

5. Willis admits that the quoted language is contained in the Policy, but denies that the quoted language is a complete and accurate representation of the Policy’s terms and conditions, which speak for themselves. Willis denies the allegations in Paragraph 5 of the Complaint to the extent they mischaracterize the content of the Policy.

6. Willis admits the allegations in Paragraph 6 of the Complaint that as a result of COVID-19-related restrictions Hakkasan ceased some of its operations for a period of time. Willis lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 6 of the Complaint and, therefore, denies the same.

7. Willis admits the allegations in Paragraph 7 of the Complaint that Hakkasan timely notified Willis of business-related losses and that it intended to file an insurance claim, and that Hakkasan requested that Willis prepare and submit the claim. Willis lacks knowledge or information sufficient to form a belief about whether Hakkasan notified Willis of all of the losses

1 referenced in Paragraph 7 of the Complaint because those losses are not quantified therein,
2 therefore, Willis denies the same.

3 8. Willis admits the allegations in Paragraph 8 of the Complaint.

4 9. Willis denies the allegations in Paragraph 9 of the Complaint.

5 10. Willis admits that it received a document entitled "General Change Endorsement"
6 stating an "Endorsement Effective Date" of April 1, 2019, which document speaks for itself.
7 Willis denies the allegations in Paragraph 10 of the Complaint to the extent they mischaracterize
8 the content of the General Change Endorsement.

9 11. Willis denies the allegations in Paragraph 11 of the Complaint.

10 12. Willis denies the allegations in Paragraph 12 of the Complaint.

11 13. Willis lacks knowledge or information sufficient to form a belief about the truth of
12 the allegations in Paragraph 13 of the Complaint and, therefore, denies the same.

13 14. Willis denies the allegations in Paragraph 14 of the Complaint.

14 **THE PARTIES**¹

15 15. Willis admits the allegations in Paragraph 15 of the Complaint.

16 16. The allegations in Paragraph 16 of the Complaint are not directed to Willis and,
17 therefore, no response is required. To the extent a response is required, Willis states that it lacks
18 knowledge or information sufficient to form a belief about the truth of the allegations in
19 Paragraph 16 of the Complaint and, therefore, denies the same.

20 17. The allegations in Paragraph 17 of the Complaint are not directed to Willis and,
21 therefore, no response is required. To the extent a response is required, Willis states that it lacks
22 knowledge or information sufficient to form a belief about the truth of the allegations in
23 Paragraph 17 of the Complaint and, therefore, denies the same.

24 18. The allegations in Paragraph 18 of the Complaint are not directed to Willis and,
25 therefore, no response is required. To the extent a response is required, Willis states that it lacks

26 ¹ Willis repeats the headings set forth in the Complaint solely for ease of reference. Willis's
27 recitation of the Complaint's headings herein should in no way be construed as an admission as to
28 the accuracy of any facts alleged therein. To the extent the headings purport to allege facts, Willis
denies the same.

1 knowledge or information sufficient to form a belief about the truth of the allegations in
2 Paragraph 18 of the Complaint and, therefore, denies the same.

3 19. The allegations in Paragraph 19 of the Complaint are a statement of Hakkasan's
4 intent to define certain terms and, therefore, no response is required. To the extent a response is
5 required, Willis denies the allegations is Paragraph 19 of the Complaint.

6 20. Willis admits the allegations in Paragraph 20 of the Complaint.

7 21. Willis admits the allegations in Paragraph 21 of the Complaint.

8 22. The allegations in Paragraph 22 of the Complaint are a statement of Hakkasan's
9 intent to define certain terms and, therefore, no response is required. To the extent a response is
10 required, Willis denies the allegations is Paragraph 22 of the Complaint.

11 23. Willis admits the allegations in Paragraph 23 of the Complaint.

12 **JURISDICTION AND VENUE**

13 24. The allegations in Paragraph 24 of the Complaint are not directed to Willis and,
14 therefore, no response is required. Willis further states that the allegations in Paragraph 24 of the
15 Complaint constitute conclusions of law to which no response is required.

16 25. The allegations in Paragraph 25 of the Complaint are not directed to Willis and,
17 therefore, no response is required. Willis further states that the allegations in Paragraph 25 of the
18 Complaint constitute conclusions of law to which no response is required.

19 26. The allegations in Paragraph 26 of the Complaint constitute conclusions of law to
20 which no response is required. To the extent a response is required, Willis admits that this Court
21 possesses subject matter jurisdiction over this matter with regard to Willis.

22 27. The allegations in Paragraph 27 of the Complaint constitute conclusions of law to
23 which no response is required. To the extent a response is required, Willis admits that venue is
24 appropriate in Clark County with regard to Willis.

25 28. The allegations in Paragraph 28 of the Complaint constitute conclusions of law to
26 which no response is required. To the extent a response is required, Willis admits that this Court
27 possesses personal jurisdiction over this matter with regard to Willis. Willis denies that it engaged
28

1 in any events or omissions giving rise to any valid claims asserted by Hakkasan or that resulted in
2 losses to Hakkasan.

3 29. The allegations in Paragraph 29 of the Complaint constitute conclusions of law to
4 which no response is required. To the extent a response is required, Willis denies the allegations
5 in Paragraph 29 of the Complaint as they pertain to Willis.

6 **THE POLICY**

7 30. Willis admits that Hakkasan purchased a commercial property insurance policy,
8 Policy No. ARL300001017500, through Sompco, which document speaks for itself, and that
9 Hakkasan purchased the policy to protect against the risk of, among other things, business income
10 losses related to the interference of its business at covered locations. Willis denies the remaining
11 allegations in Paragraph 30 of the Complaint.

12 31. Willis admits the allegations in Paragraph 31 of the Complaint.

13 32. Willis states that the allegations in Paragraph 32 of the Complaint purport to
14 summarize the contents of the Policy, which document speaks for itself. Willis denies the
15 allegations in Paragraph 32 of the Complaint to the extent they mischaracterize the content of the
16 Policy.

17 33. Willis admits the allegations in Paragraph 33 of the Complaint.

18 34. Willis denies the allegations in Paragraph 34 of the Complaint as there were no
19 attachments to the service copy.

20 35. Willis states that the allegations in Paragraph 35 of the Complaint purport to recite
21 contents of the Policy, which document speaks for itself. Willis denies the allegations in
22 Paragraph 35 of the Complaint to the extent they mischaracterize the content of the Policy.

23 36. Willis states that the allegations in Paragraph 36 of the Complaint purport to recite
24 contents of the Policy, which document speaks for itself. Willis denies the allegations in
25 Paragraph 36 of the Complaint to the extent they mischaracterize the content of the Policy.

26 37. Willis states that the allegations in Paragraph 37 of the Complaint purport to recite
27 contents of the Policy, which document speaks for itself. Willis denies the allegations in
28 Paragraph 37 of the Complaint to the extent they mischaracterize the content of the Policy. Willis

1 further states that it lacks knowledge or information sufficient to form a belief about the truth of
2 the allegation in Paragraph 37 of the Complaint regarding what coverages Sompo has
3 acknowledged have been triggered by Hakkasan's claim and, therefore, denies the same.

4 38. Willis states that the allegations in the first sentence of Paragraph 38 of the
5 Complaint purport to recite contents of the Policy, which document speaks for itself. Willis
6 denies the allegations in the first sentence of Paragraph 38 of the Complaint to the extent they
7 mischaracterize the content of the Policy. The allegations in the second sentence of Paragraph 38
8 of the Complaint constitute conclusions of law to which no response is required. To the extent a
9 response is required, Willis denies the allegations in the second sentence of Paragraph 38 of the
10 Complaint.

11 39. Willis lacks knowledge or information sufficient to form a belief about the truth of
12 the allegations in Paragraph 39 of the Complaint and, therefore, denies the same.

13 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

14 40. Willis admits that Hakkasan operates restaurants, nightclubs and entertainment
15 venues throughout the United States and abroad. Willis lacks knowledge or information sufficient
16 to form a belief about the truth of the remaining allegations in Paragraph 40 of the Complaint and,
17 therefore, denies the same.

18 41. Willis admits the allegations in the first sentence of Paragraph 41 of the
19 Complaint. Willis lacks knowledge or information sufficient to form a belief about the truth of the
20 remaining allegations in Paragraph 41 of the Complaint and, therefore, denies the same.

21 42. Willis lacks knowledge or information sufficient to form a belief about the truth of
22 the allegations in Paragraph 42 of the Complaint and, therefore, denies the same.

23 43. Willis admits the allegations in Paragraph 43 of the Complaint.

24 **THE COVID-19 PANDEMIC**

25 44. Willis admits the allegations in Paragraph 44 of the Complaint.

26 45. Willis lacks knowledge or information sufficient to form a belief about the truth of
27 the allegations in Paragraph 45 of the Complaint and, therefore, denies the same.

1 46. Willis lacks knowledge or information sufficient to form a belief about the truth of
2 the allegations in Paragraph 46 of the Complaint and, therefore, denies the same.

3 47. Willis lacks knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 47 of the Complaint and, therefore, denies the same.

5 48. Willis lacks knowledge or information sufficient to form a belief about the truth of
6 the allegations in Paragraph 48 of the Complaint and, therefore, denies the same.

7 49. Willis lacks knowledge or information sufficient to form a belief about the truth of
8 the allegations in Paragraph 49 of the Complaint and, therefore, denies the same.

9 50. Willis admits the allegations in the first sentence of Paragraph 50 of the Complaint
10 that certain jurisdictions have promulgated varying closure and shelter-in-place orders,
11 guidelines, and restrictions. Willis lacks knowledge or information sufficient to form a belief
12 about the truth of the remaining allegations in Paragraph 50 of the Complaint and, therefore,
13 denies the same.

14 **HAKKASAN SUFFERS COVERED LOSSES**

15 51. Willis lacks knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 51 of the Complaint and, therefore, denies the same.

17 52. Willis admits the allegations in the first sentence of Paragraph 52 of the Complaint
18 that Hakkasan informed Willis it was sustaining business losses. Willis lacks knowledge or
19 information sufficient to form a belief about the truth of the remaining allegations in Paragraph 52
20 of the Complaint and, therefore, denies the same.

21 53. Willis lacks knowledge or information sufficient to form a belief about the truth of
22 the allegations in Paragraph 53 of the Complaint and, therefore, denies the same.

23 **HAKKASAN INSTRUCTS WILLIS TO TENDER THE CLAIM**

24 54. Willis admits the allegations in the first sentence of Paragraph 54 of the
25 Complaint, but denies that Willis was compensated directly by Hakkasan for its services. The
26 allegations in the second sentence of Paragraph 54 of the Complaint constitute conclusions of law
27 to which no response is required. To the extent a response is required, Willis denies the
28 allegations in the second sentence of Paragraph 54 of the Complaint.

1 55. Willis admits that in February 2020 Hakkasan inquired as to the availability of
2 COVID-19 coverage and that it notified Willis that it expected to suffer losses, but denies the
3 remaining allegations in Paragraph 55 of the Complaint.

4 56. Willis admits that Hakkasan instructed Willis to formally tender the Claim in
5 March 2020. Willis lacks knowledge or information sufficient to form a belief about the truth of
6 the remaining allegations in Paragraph 56 of the Complaint and, therefore, denies the same.
7 Further responding, Willis denies any implication in Paragraph 56 of the Complaint that
8 Hakkasan instructed Willis to formally tender the Claim solely because of Hakkasan's February
9 2020 financial results.

10 **WILLIS CONSPIRES WITH SOMPO TO ISSUE AN INVALID BACKDATED**
11 **ENDORSEMENT**

12 57. Willis admits that it internally analyzed the coverages afforded by the Policy when
13 Hakkasan first began to inquire about its coverage under the Policy. Willis denies the remaining
14 allegations in Paragraph 57 of the Complaint. Further responding, Willis states that it repeatedly
15 informed Hakkasan that a \$1,500,000 sub-limit for the "Special time element cancellation
16 Coverage" was reflected in the Property Binder for Hakkasan's property coverage.

17 58. Willis denies the allegations in Paragraph 58 of the Complaint.

18 59. Willis lacks knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 59 of the Complaint and, therefore, denies the same.

20 60. Willis denies the allegation in Paragraph 60 of the Complaint that the insurer
21 "attempted" to issue a "General Change Endorsement." Willis admits that the insurer issued a
22 document entitled "General Change Endorsement" in March 2020, which document speaks for
23 itself. Willis denies the allegations in Paragraph 60 of the Complaint to the extent they
24 mischaracterize the content of the General Change Endorsement. Willis further denies the
25 allegation in Paragraph 60 of the Complaint that Exhibit 2 was attached to the Complaint as there
26 were no attachments to the service copy. Willis further states that the allegation in Paragraph 60
27 of the Complaint concerning the validity of the General Change Endorsement constitutes a
28

1 conclusion of law to which no response is required. To the extent a response is required, Willis
2 denies the same.

3 61. Willis denies the allegation in Paragraph 61 of the Complaint that it arranged for
4 the Endorsement to be issued. Willis admits only the allegation in Paragraph 61 of the Complaint
5 that it did not advise Hakkasan of the insurer's intent to issue an endorsement eleven months after
6 the Policy inception. Further responding, Willis states that it learned of Sompo's intent to issue the
7 Endorsement immediately before the Endorsement was issued and Willis intended to
8 contemporaneously provide Hakkasan with the Endorsement, but it did not do so as a result of an
9 inadvertent oversight related to COVID-19. Further responding, Willis states that it repeatedly
10 informed Hakkasan that a \$1,500,000 sub-limit for the "Special time element cancellation
11 Coverage" was reflected in the Property Binder for Hakkasan's property coverage.

12 62. Willis admits the allegations in Paragraph 62 of the Complaint.

13 63. Willis states that the Endorsement speaks for itself. Willis denies the allegations in
14 Paragraph 63 of the Complaint to the extent they mischaracterize the content of the Endorsement.

15 64. Willis lacks knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 64 of the Complaint and, therefore, denies the same.

17 65. Willis lacks knowledge or information sufficient to form a belief about the truth of
18 the allegations in Paragraph 65 of the Complaint and, therefore, denies the same.

19 66. Willis denies the allegations in Paragraph 66 of the Complaint. Further responding,
20 Willis states that it repeatedly informed Hakkasan that a \$1,500,000 sub-limit for the "Special
21 time element cancellation Coverage" was reflected in the Property Binder for Hakkasan's
22 property coverage.

23 67. Willis denies the allegations in Paragraph 67 of the Complaint. Further responding,
24 Willis states that it repeatedly informed Hakkasan that a \$1,500,000 sub-limit for the "Special
25 time element cancellation Coverage" was reflected in the Property Binder for Hakkasan's
26 property coverage.

27 68. Willis lacks knowledge or information sufficient to form a belief about the truth of
28 the allegations in Paragraph 68 of the Complaint regarding what Hakkasan would have done if it

1 were aware of the insurer's intent to issue the Endorsement and, therefore, denies the same. Willis
2 further states that the allegation in Paragraph 68 of the Complaint concerning whether Sompo
3 could have relied on the Endorsement in denying Hakkasan's claim constitutes a conclusion of
4 law to which no response is required. To the extent a response is required, Willis denies the same.

5 69. Willis denies the allegations in Paragraph 69 of the Complaint.

6 70. Willis denies the allegations in Paragraph 70 of the Complaint.

7 71. Willis denies the allegations in Paragraph 71 of the Complaint. Further responding,
8 Willis admits that is submitted the Claim to Sompo on March 13, 2020.

9 72. Willis states that the Endorsement speaks for itself. Willis denies the allegations in
10 Paragraph 72 of the Complaint to the extent they mischaracterize the content of the Endorsement.
11 Willis further states that the allegation in Paragraph 72 of the Complaint concerning the
12 effectiveness of the Endorsement constitutes a conclusion of law to which no response is
13 required. To the extent a response is required, Willis denies the same. Willis admits the allegation
14 in Paragraph 72 of the Complaint that it first provided a copy of the Endorsement to Hakkasan on
15 May 26, 2020. Willis lacks knowledge or information sufficient to form a belief about the truth of
16 the allegation in Paragraph 72 of the Complaint about when Hakkasan became aware of the
17 existence of the Endorsement and, therefore, denies the same. Willis denies the allegation in
18 Paragraph 72 of the Complaint that Hakkasan "demanded" the Endorsement from Willis. Further
19 responding, Willis states that it repeatedly informed Hakkasan that a \$1,500,000 sub-limit for the
20 "Special time element cancellation Coverage" was reflected in the Property Binder for
21 Hakkasan's property coverage.

22 **WILLIS AND SOMPO ENGAGE IN FURTHER DELAY AND MISREPRESENTATION**

23 73. Willis denies the allegations in Paragraph 73 of the Complaint. Further responding,
24 Willis admits that Sompo acknowledged on March 21, 2020 that it received the Claim on March
25 16, 2020.

26 74. Willis lacks knowledge or information sufficient to form a belief about the truth of
27 the allegations in Paragraph 74 of the Complaint and, therefore, denies the same.

1 75. Willis lacks knowledge or information sufficient to form a belief about the truth of
2 the allegations in Paragraph 75 of the Complaint and, therefore, denies the same.

3 76. Willis lacks knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 76 of the Complaint and, therefore, denies the same.

5 77. Willis denies the allegations in Paragraph 77 of the Complaint.

6 78. Willis denies the allegations in Paragraph 78 of the Complaint.

7 79. Willis denies the allegations in Paragraph 79 of the Complaint. Further responding,
8 Willis states that it repeatedly informed Hakkasan that a \$1,500,000 sub-limit for the “Special
9 time element cancellation Coverage” was reflected in the Property Binder for Hakkasan’s
10 property coverage.

11 80. Willis admits that it did not inform Hakkasan of the Endorsement until May 26,
12 2020 due to an inadvertent oversight related to COVID-19. Willis denies the remaining
13 allegations in Paragraph 80 of the Complaint. Further responding, Willis states that it repeatedly
14 informed Hakkasan that a \$1,500,000 sub-limit for the “Special time element cancellation
15 Coverage” was reflected in the Property Binder for Hakkasan’s property coverage.

16 81. Willis lacks knowledge or information sufficient to form a belief about the truth of
17 the allegations in Paragraph 81 of the Complaint and, therefore, denies the same.

18 82. Willis lacks knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 82 of the Complaint and, therefore, denies the same.

20 83. Willis lacks knowledge or information sufficient to form a belief about the truth of
21 the allegations in Paragraph 83 of the Complaint and, therefore, denies the same.

22 84. Willis admits that Sompo sent Hakkasan a letter dated May 22, 2020, which
23 document speaks for itself. Willis denies the allegations in Paragraph 84 of the Complaint to the
24 extent they mischaracterize the content of the letter. Willis further denies the allegation in
25 Paragraph 84 of the Complaint that Exhibit 3 was attached to the Complaint as there were no
26 attachments to the service copy.

1 85. Willis admits that Sompso sent Hakkasan a letter dated May 22, 2020, which
2 document speaks for itself. Willis denies the allegations in Paragraph 85 of the Complaint to the
3 extent they mischaracterize the content of the letter.

4 86. Willis states that Sompso's May 22, 2020 letter to Hakkasan speaks for itself.
5 Willis denies the allegations in Paragraph 86 of the Complaint to the extent they mischaracterize
6 the content of the letter.

7 87. Willis states that Sompso's May 22, 2020 letter to Hakkasan speaks for itself.
8 Willis denies the allegations in Paragraph 87 of the Complaint to the extent they mischaracterize
9 the content of the letter.

10 88. Willis states that Sompso's May 22, 2020 letter to Hakkasan and the Endorsement
11 speak for themselves. Willis denies the allegations in Paragraph 88 of the Complaint to the extent
12 they mischaracterize the content of the letter or the Endorsement. Willis further states that the
13 allegations in Paragraph 88 of the Complaint concerning the validity of the Endorsement
14 constitute conclusions of law to which no response is required. To the extent a response is
15 required, Willis denies the same.

16 89. Willis states that Sompso's May 22, 2020 letter to Hakkasan speaks for itself.
17 Willis denies the allegations in Paragraph 89 of the Complaint to the extent they mischaracterize
18 the content of the letter.

19 90. Willis states that Sompso's May 22, 2020 letter to Hakkasan speaks for itself.
20 Willis denies the allegations in Paragraph 90 of the Complaint to the extent they mischaracterize
21 the content of the letter. Willis further states that the allegations in Paragraph 90 of the Complaint
22 concerning the validity of the Endorsement constitute conclusions of law to which no response is
23 required. To the extent a response is required, Willis denies the same.

24 91. Willis states that Sompso's May 22, 2020 letter to Hakkasan speaks for itself.
25 Willis denies the allegations in Paragraph 91 of the Complaint to the extent they mischaracterize
26 the content of the letter.

27 92. Willis states that the Endorsement speaks for itself. Willis denies the allegations in
28 Paragraph 92 of the Complaint to the extent they mischaracterize the content of the Endorsement.

Willis admits the allegation in Paragraph 92 of the Complaint that it first provided a copy of the Endorsement to Hakkasan on May 26, 2020. Willis lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 92 of the Complaint about whether Hakkasan had seen the Endorsement and, therefore, denies the same. Willis denies the allegations in Paragraph 92 of the Complaint that Hakkasan had never previously been made aware of the Endorsement and that it “demanded” the Endorsement from Willis.

93. Willis denies the allegations in Paragraph 93 of the Complaint.

94. Willis denies the allegations in Paragraph 94 of the Complaint.

95. Willis lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 95 of the Complaint about Sompo’s alleged refusal to pay Hakkasan’s claims and, therefore, denies the same. Willis further states that the allegations in Paragraph 95 of the Complaint concerning the validity of the Endorsement constitute conclusions of law to which no response is required. To the extent a response is required, Willis denies the same.

96. Willis lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 96 of the Complaint and, therefore, denies the same.

97. Willis denies the allegations in Paragraph 97 of the Complaint as they relate to Willis’s alleged acts and omissions. Willis lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 97 of the Complaint concerning Sompo’s alleged acts and omissions and, therefore, denies the same.

FIRST CLAIM FOR RELIEF

Declaratory Relief (Against Sompo)

98. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

99. The allegations in Paragraph 99 of the Complaint are not directed to Willis and, therefore, no response is required. To the extent a response is required, Willis states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 99 of the Complaint and, therefore, denies the same. To the extent the allegations in Paragraph 99 of the Complaint constitute conclusions of law, no response is required.

1 100. The allegations in Paragraph 100 of the Complaint are not directed to Willis and,
2 therefore, no response is required. To the extent a response is required, Willis states that it lacks
3 knowledge or information sufficient to form a belief about the truth of the allegations in
4 Paragraph 100 of the Complaint and, therefore, denies the same. To the extent the allegations in
5 Paragraph 100 of the Complaint constitute conclusions of law, no response is required.

6 101. The allegations in Paragraph 101 of the Complaint are not directed to Willis and,
7 therefore, no response is required. To the extent a response is required, Willis states that it lacks
8 knowledge or information sufficient to form a belief about the truth of the allegations in
9 Paragraph 101 of the Complaint and, therefore, denies the same. To the extent the allegations in
10 Paragraph 101 of the Complaint constitute conclusions of law, no response is required.

11 102. The allegations in Paragraph 102 of the Complaint are not directed to Willis and,
12 therefore, no response is required. To the extent a response is required, Willis states that it lacks
13 knowledge or information sufficient to form a belief about the truth of the allegations in
14 Paragraph 102 of the Complaint and, therefore, denies the same.

15 103. The allegations in Paragraph 103 of the Complaint are not directed to Willis and,
16 therefore, no response is required. To the extent a response is required, Willis states that it lacks
17 knowledge or information sufficient to form a belief about the truth of the allegations in
18 Paragraph 103 of the Complaint and, therefore, denies the same. To the extent the allegations in
19 Paragraph 103 of the Complaint constitute conclusions of law, no response is required.

20 104. The allegations in Paragraph 104 of the Complaint are not directed to Willis and
21 constitute a request for relief by Hakkasan, therefore, no response is required. To the extent a
22 response is required, Willis denies the same.

23 105. The allegations in Paragraph 105 of the Complaint are not directed to Willis and,
24 therefore, no response is required. To the extent a response is required, Willis states that it lacks
25 knowledge or information sufficient to form a belief about the truth of the allegations in
26 Paragraph 105 of the Complaint and, therefore, denies the same. To the extent the allegations in
27 Paragraph 105 of the Complaint constitute conclusions of law and/or requests for relief, no
28 response is required.

106. The allegations in Paragraph 106 of the Complaint are not directed to Willis and constitute a request for relief by Hakkasan, therefore, no response is required. To the extent a response is required, Willis denies the same.

SECOND CLAIM FOR RELIEF

Violation of NRS 686A.310 “Nevada Unfair Claims Practices Act” (Against Somo)

107. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

108. The allegations in Paragraph 108 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

109. The allegations in Paragraph 109 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

110. The allegations in Paragraph 110 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

111. The allegations in Paragraph 111 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

112. The allegations in Paragraph 112 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

113. The allegations in Paragraph 113 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

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THIRD CLAIM FOR RELIEF

Breach of Contract (Against Sompot)

114. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

115. The allegations in Paragraph 115 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

116. The allegations in Paragraph 116 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

117. The allegations in Paragraph 117 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

118. The allegations in Paragraph 118 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

119. The allegations in Paragraph 119 of the Complaint are not directed to Willis and, therefore, no response is required. To the extent a response is required, Willis states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 119 of the Complaint and, therefore, denies the same. To the extent the allegations in Paragraph 119 of the Complaint constitute conclusions of law, no response is required.

120. The allegations in Paragraph 120 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

121. The allegations in Paragraph 121 of the Complaint are not directed to Willis, constitute conclusions of law, and constitute requests for relief, therefore, no response is required. To the extent a response is required, Willis denies the same.

FOURTH CLAIM FOR RELIEF

**Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against Sompco)**

122. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

123. The allegations in Paragraph 123 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

124. The allegations in Paragraph 124 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

125. The allegations in Paragraph 125 of the Complaint are not directed to Willis and, therefore, no response is required. To the extent a response is required, Willis states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 125 of the Complaint and, therefore, denies the same. To the extent the allegations in Paragraph 125 of the Complaint constitute conclusions of law, no response is required.

126. The allegations in Paragraph 126 of the Complaint are not directed to Willis and, therefore, no response is required. To the extent a response is required, Willis states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 126 of the Complaint and, therefore, denies the same. To the extent the allegations in Paragraph 126 of the Complaint constitute conclusions of law, no response is required.

127. The allegations in Paragraph 127 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

128. The allegations in Paragraph 128 of the Complaint are not directed to Willis, constitute conclusions of law, and constitute requests for relief, therefore, no response is required. To the extent a response is required, Willis denies the same.

FIFTH CLAIM FOR RELIEF

**Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against Sompco)**

129. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

130. The allegations in Paragraph 130 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

131. The allegations in Paragraph 131 of the Complaint are not directed to Willis and constitute conclusions of law, therefore, no response is required. To the extent a response is required, Willis denies the same.

132. The allegations in Paragraph 132 of the Complaint are not directed to Willis and, therefore, no response is required. To the extent a response is required, Willis states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 132 of the Complaint and, therefore, denies the same. To the extent the allegations in Paragraph 132 of the Complaint constitute conclusions of law, no response is required.

133. The allegations in Paragraph 133 of the Complaint are not directed to Willis and, therefore, no response is required. To the extent a response is required, Willis states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 133 of the Complaint and, therefore, denies the same. To the extent the allegations in Paragraph 133 of the Complaint constitute conclusions of law, no response is required.

134. The allegations in Paragraph 134 of the Complaint are not directed to Willis, constitute conclusions of law, and constitute requests for relief, therefore, no response is required. To the extent a response is required, Willis denies the same.

135. The allegations in Paragraph 135 of the Complaint are not directed to Willis and, therefore, no response is required. To the extent a response is required, Willis states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations in

Paragraph 135 of the Complaint and, therefore, denies the same. To the extent the allegations in Paragraph 135 of the Complaint constitute conclusions of law, no response is required.

SIXTH CLAIM FOR RELIEF

Civil Conspiracy (Against Sompot and Willis)

136. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

137. The allegations in Paragraph 137 of the Complaint constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same.

138. The allegations in Paragraph 138 of the Complaint concerning the parties' confidential relationships constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same. Willis denies the remaining allegations in Paragraph 138 of the Complaint.

139. Willis denies the allegations in Paragraph 139 of the Complaint.

140. Willis denies the allegations in Paragraph 140 of the Complaint.

141. Willis denies the allegations in Paragraph 141 of the Complaint.

142. Willis denies the allegations in Paragraph 142 of the Complaint.

143. Willis denies the allegations in Paragraph 143 of the Complaint.

144. Willis denies the allegations in Paragraph 144 of the Complaint.

145. Willis denies the allegations in Paragraph 145 of the Complaint.

146. Willis denies the allegations in Paragraph 146 of the Complaint.

147. Willis denies the allegations in the first two sentences of Paragraph 147 of the Complaint. Willis states that the third sentence of Paragraph 147 of the Complaint constitutes a conclusion of law to which no response is required. To the extent a response is required, Willis denies the same.

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SEVENTH CLAIM FOR RELIEF

Constructive Fraud (Against Somo and Willis)

148. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

149. The allegations in Paragraph 149 of the Complaint constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same.

150. The allegations in Paragraph 150 of the Complaint constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same.

151. The allegations in Paragraph 151 of the Complaint constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same.

152. Willis states that the Endorsement speaks for itself. Willis denies the allegations in Paragraph 152 of the Complaint to the extent they mischaracterize the content of the Endorsement. Willis lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 152 of the Complaint and, therefore, denies the same.

153. Willis denies the allegations in Paragraph 153 of the Complaint as those allegations relate to Willis. Willis lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 153 of the Complaint and, therefore, denies the same.

154. Willis denies the allegations in Paragraph 154 of the Complaint as those allegations relate to Willis. Willis lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 154 of the Complaint and, therefore, denies the same.

155. Willis denies the allegations in Paragraph 155 of the Complaint as those allegations relate to Willis. Willis lacks knowledge or information sufficient to form a belief

1 about the truth of the remaining allegations in Paragraph 155 of the Complaint and, therefore,
2 denies the same.

3 156. Willis states that the Endorsement speaks for itself. Willis denies the allegations in
4 Paragraph 156 of the Complaint to the extent they mischaracterize the content of the
5 Endorsement. Willis denies the remaining allegations in Paragraph 156 of the Complaint. Further
6 responding, Willis states that it received the Endorsement from the insurer.

7 157. Willis states that the Endorsement speaks for itself. Willis denies the allegations in
8 Paragraph 157 of the Complaint to the extent they mischaracterize the content of the
9 Endorsement. Willis lacks knowledge or information sufficient to form a belief about the truth of
10 the remaining allegations in Paragraph 157 of the Complaint and, therefore, denies the same.

11 158. Willis lacks knowledge or information sufficient to form a belief about the truth of
12 the allegations in Paragraph 158 of the Complaint and, therefore, denies the same. Further
13 responding, Willis denies that it engaged in the “actions” referenced in Paragraph 158 of the
14 Complaint.

15 159. Willis denies the allegations in Paragraph 159 of the Complaint.

16 160. Willis denies that it failed to fulfill any duties to Hakkasan and that Hakkasan was
17 harmed by any conduct of Willis. Willis lacks knowledge or information sufficient to form a
18 belief about the truth of the remaining allegations in Paragraph 160 of the Complaint and,
19 therefore, denies the same.

20 161. Willis denies that it made any misrepresentations or omissions regarding the
21 Policy terms and Endorsement or that Hakkasan was harmed by any conduct of Willis. Willis
22 lacks knowledge or information sufficient to form a belief about the truth of the remaining
23 allegations in Paragraph 161 of the Complaint and, therefore, denies the same.

24 162. The allegations in Paragraph 162 of the Complaint concerning Sompo’s duties
25 constitute conclusions of law and, therefore, no response is required. To the extent a response is
26 required, Willis denies the same. Willis lacks knowledge or information sufficient to form a belief
27 about the truth of the remaining allegations in Paragraph 162 of the Complaint and, therefore,
28 denies the same.

1 163. Willis denies the allegations in Paragraph 163 of the Complaint.

2 164. Willis denies the allegations in Paragraph 164 of the Complaint.

3 165. Willis lacks knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 165 of the Complaint and, therefore, denies the same.

5 166. Willis denies the allegations in Paragraph 166 of the Complaint as those
6 allegations relate to Willis. Willis lacks knowledge or information sufficient to form a belief
7 about the truth of the remaining allegations in Paragraph 166 of the Complaint and, therefore,
8 denies the same.

9 167. Willis denies the allegations in Paragraph 167 of the Complaint as those
10 allegations relate to Willis. Willis lacks knowledge or information sufficient to form a belief
11 about the truth of the remaining allegations in Paragraph 167 of the Complaint and, therefore,
12 denies the same.

13 168. Willis denies the allegations in Paragraph 168 of the Complaint.

14 169. Willis denies the allegations in Paragraph 169 of the Complaint.

15 170. Willis lacks knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 170 of the Complaint and, therefore, denies the same.

17 171. The allegations in Paragraph 171 of the Complaint constitute conclusions of law
18 and, therefore, no response is required. To the extent a response is required, Willis denies the
19 same. To the extent the allegations in Paragraph 171 of the Complaint constitute requests for
20 relief, Willis denies that Hakkasan is entitled to any relief from Willis.

21 172. The allegations in Paragraph 172 of the Complaint constitute conclusions of law
22 and, therefore, no response is required. To the extent a response is required, Willis denies the
23 same. To the extent the allegations in Paragraph 172 of the Complaint constitute requests for
24 relief, Willis denies that Hakkasan is entitled to any relief from Willis.

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EIGHTH CLAIM FOR RELIEF

Negligence (Against Willis)

173. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

174. The allegations in Paragraph 174 of the Complaint constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same.

175. The allegations in Paragraph 175 of the Complaint constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same.

176. Willis denies the allegations in Paragraph 176 of the Complaint.

177. Willis denies the allegations in Paragraph 177 of the Complaint.

178. Willis denies the allegations in Paragraph 178 of the Complaint.

179. The allegations in Paragraph 179 of the Complaint constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same. To the extent the allegations in Paragraph 179 of the Complaint constitute requests for relief, Willis denies that Hakkasan is entitled to any relief from Willis.

NINTH CLAIM FOR RELIEF

Intentional Interference with Contractual Relations (Against Willis)

180. Willis incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

181. The allegations in Paragraph 181 of the Complaint constitute conclusions of law and, therefore, no response is required. To the extent a response is required, Willis denies the same.

182. Willis denies the allegations in Paragraph 182 of the Complaint.

183. Willis denies the allegations in Paragraph 183 of the Complaint.

184. Willis denies the allegations in Paragraph 184 of the Complaint.

1 185. The allegations in Paragraph 185 of the Complaint constitute conclusions of law
2 and, therefore, no response is required. To the extent a response is required, Willis denies the
3 same.

4 186. Willis denies the allegations in Paragraph 186 of the Complaint.

5 187. The allegations in Paragraph 187 of the Complaint constitute conclusions of law
6 and, therefore, no response is required. To the extent a response is required, Willis denies the
7 same. To the extent the allegations in Paragraph 187 of the Complaint constitute requests for
8 relief, Willis denies that Hakkasan is entitled to any relief from Willis.

9 188. Willis denies the allegations in the first two sentences of Paragraph 188 of the
10 Complaint. Willis states that the third sentence in Paragraph 188 of the Complaint constitutes a
11 conclusion or law and, therefore, no response it required. To the extent a response is required or
12 the third sentence in Paragraph 188 of the Complaint constitutes a request for relief, Willis denies
13 the same and denies that Hakkasan is entitled to any relief from Willis.

14 * * *

15 Willis specifically denies that Hakkasan is entitled to any of the relief or damages
16 requested in the Complaint after the word "WHEREFORE," including paragraphs 1 – 24
17 thereunder. Willis denies that Hakkasan is entitled to any relief or damages against Willis
18 whatsoever.

19 Willis further denies any and all other paragraphs, headings, titles, claims for relief, and
20 all other allegations or averments not specifically responded to herein.

21 **AFFIRMATIVE DEFENSES**

22 **FIRST AFFIRMATIVE DEFENSE**

23 Plaintiff's Complaint should be dismissed for failure to state a claim upon which relief can
24 be granted.

25 **SECOND AFFIRMATIVE DEFENSE**

26 Plaintiff's claims should be dismissed, in part, because Plaintiff failed to plead with
27 particularity the circumstances allegedly constituting fraud.

THIRD AFFIRMATIVE DEFENSE

Willis has not breached any duty to Plaintiff arising by statute, contract, tort, common law, or otherwise.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrines of waiver and/or estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims against Willis are barred by the economic loss doctrine.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by a failure of consideration.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff has no legal right to recover attorneys' fees, costs of suit, penalties, punitive damages, or exemplary damages.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's alleged damages did not proximately flow from the breach of any legal duty owed to Plaintiff by Willis.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, were caused by Plaintiff's own actions or the actions of others for which Willis is not responsible.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, may be barred by the common law and Nevada statutory rules of contributory and/or comparative negligence.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims against Willis are barred, in whole or in part, by Plaintiff's failure to mitigate its damages.

TWELFTH AFFIRMATIVE DEFENSE

Willis has committed no acts of oppression, fraud or malice, expressed or implied.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by assumption of the risk.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred because it cannot establish coverage.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's demand for a jury trial as to its claims against Willis must be denied and stricken because Plaintiff waived its right to a jury under the Brokerage Terms, Conditions & Disclosures that govern Plaintiff's relationship with Willis.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims should be dismissed, in part, because Plaintiff did not rely on any alleged misrepresentations of Willis.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims should be dismissed, in part, because Willis did not induce or cause the insurer to breach the subject policy nor did Willis do so with a motive or purpose to injure Plaintiff.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred because it had a duty to read the quote and the binder and is deemed to have accepted them as written.

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1 WHEREFORE, Defendants Willis of Arizona, Inc. and Willis Towers Watson Insurance
2 Services West, Inc. respectfully requests that this Honorable Court dismiss the Complaint with
3 prejudice, and award the Willis Defendants their fees, costs, and any other relief that this Court
4 allows or justice requires.

5 DATED this 16th day of December, 2020.

7 /s/ Patrick J. Reilly

8 Patrick J. Reilly
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15 *Attorneys for Willis of Arizona, Inc. and*
16 *Willis Towers Watson Insurance Services*
17 *West, Inc.*

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and that the foregoing **DEFENDANTS WILLIS OF ARIZONA, INC.'S AND WILLIS TOWERS WATSON INSURANCE SERVICES WEST, INC.'S ANSWER TO PLAINTIFF'S AMENDED COMPLAINT AND RESPONSE TO DEMAND FOR JURY TRIAL** was served by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. on the 16th day of December, 2020, to the addresses shown below:

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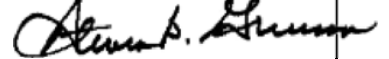
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13 *Attorneys for Willis of Arizona, Inc. and*

14 *Willis Towers Watson Insurance Services West, Inc.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 HAKKASAN USA, INC., a Delaware
18 Corporation,

19 Plaintiff,

20 v.

21 ENDURANCE AMERICAN SPECIALTY
INSURANCE COMPANY, a Delaware
22 Corporation; SOMPO INTERNATIONAL
HOLDINGS, LTD., a Bermuda
Corporation; WILLIS OF ARIZONA,
23 INC., an Arizona Corporation; and
WILLIS TOWERS WATSON
24 INSURANCE SERVICES WEST, INC., a
California Corporation,

25 Defendants.
26
27
28

Case No. A-20-816145-B

Dept. No. XI

**MOTION TO STRIKE PLAINTIFF'S
JURY DEMAND AS TO ITS CLAIMS
AGAINST THE WILLIS DEFENDANTS
OR, IN THE ALTERNATIVE, TO
COMPEL ARBITRATION**

(Hearing Requested)

Defendants Willis of Arizona, Inc. and Willis Towers Watson Insurance Services West, Inc. (collectively, “Willis”)¹ hereby move to strike Plaintiff Hakkasan USA, Inc.’s (“Hakkasan”) jury demand set forth in the Amended Complaint and Demand for Jury Trial with regard to the claims asserted against Willis or, in the alternative, to compel Hakkasan’s claims against Willis to arbitration. As set forth in detail below, the same “Brokerage Terms, Conditions & Disclosures” that resulted in this Court ordering Hakkasan and Willis to mediate their dispute before proceeding with this litigation also included an agreement by Hakkasan not to demand—and to “irrevocably waive” any right to—a jury trial in connection with any disputes against Willis. Accordingly, Hakkasan’s demand for a jury trial is improper and should be stricken by this Court. Alternatively, this case should be compelled to arbitration because Hakkasan agreed to arbitrate any disputes with Willis if the jury waiver provision in the Brokerage Terms is deemed to be unenforceable.

This Motion is based on the attached Memorandum of Points and Authorities, the papers and pleadings on file in this action, and any oral argument this Court may allow.

DATED this 11th day of February, 2021.

/s/ Patrick J. Reilly

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*Attorneys for Willis of Arizona, Inc. and
Willis Towers Watson Insurance Services West, Inc.*

¹ Willis of Arizona, Inc. merged into Willis Towers Watson Insurance Services West, Inc. in December 2019 and no longer exists as a separate entity.

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
MOTION TO STRIKE PLAINTIFF'S JURY DEMAND AS TO
ITS CLAIMS AGAINST THE WILLIS DEFENDANTS
OR, IN THE ALTERNATIVE,
TO COMPEL ARBITRATION

I.

STATEMENT OF FACTS

A. **Hakkasan Contractually Agreed Not To Demand, And To Waive Its Right To, A
Jury Trial In Disputes With Willis.**

Hakkasan is associated with the Hakkasan Group, a worldwide hospitality company that operates a collection of restaurant, nightlife, and day-life brands, including seven high-end establishments located in Las Vegas, Nevada, where Hakkasan is based. Amended Complaint ("Compl.") at ¶¶ 1, 40-41.² For the past several years, Hakkasan engaged Willis as its insurance broker to assist with procuring insurance policies for its business. *Id.* at ¶¶ 4, 54.

In assisting Hakkasan with procuring insurance for the one-year term beginning April 1, 2019, Willis sent Hakkasan an "Insurance Proposal Prepared for Hakkasan USA, Inc." (the "Proposal") on March 29, 2019. *See* Declaration of Kristen Garcia, attached hereto as **Exhibit "A"**, at ¶ 2. A true and accurate copy of the Proposal is attached hereto as **Exhibit "B"**.³ Among other things, the Proposal presented Hakkasan with the option of renewing its property coverage with Travelers Property Casualty Co. of America or binding its property coverage with defendant Sampo International Holdings, Ltd. ("Sampo") instead.⁴ Exhibit B at pp. 17-24.

In addition to the details concerning Hakkasan's various coverage options, the Proposal included Willis's "Brokerage Terms, Conditions & Disclosures" (the "Brokerage Terms"), which were attached thereto as "Appendix A" and set forth the terms governing Willis's relationship with Hakkasan. Exhibit B at pp. 2, 56-64. The Brokerage Terms are referenced in the Proposal's

² Willis cites to the allegations in Hakkasan's Amended Complaint solely for the purposes of this motion. Nothing herein is intended to be, nor should be construed as, an admission as to the veracity of any of Hakkasan's allegations in the Amended Complaint.

³ Concurrently with the filing of this Motion, Willis has moved to place Exhibit B under seal.

⁴ There is currently a dispute between Hakkasan and the insurer defendants as to which entity, Sampo or defendant Endurance American Specialty Insurance Company, is the proper defendant in this case. For ease of reference, Willis refers to them collectively herein as "Sampo."

1 Table of Contents and the Proposal expressly provides that “This proposal is presented in
2 conjunction with the Brokerage Terms, Conditions & Disclosures for US Property & Casualty
3 Retail Accounts which is enclosed.” *Id.* at p. 12. The introductory sentence of the Brokerage
4 Terms, just below the document’s heading, states that “*Your decision to purchase insurance*
5 *coverages, products, and/or services through Willis Towers Watson is subject to the following*
6 *terms and conditions.*” *Id.* at p. 56 (emphasis added).

7 The Brokerage Terms contain, among other things, a mandatory “Dispute Resolution”
8 provision that, in part, provides:

9 The parties agree to work in good faith to resolve any disputes
10 arising out of or in connection with the services provided under
11 these Terms, Conditions & Disclosures. If a dispute cannot be
12 resolved it will be submitted to non-binding mediation to be
13 conducted by Judicial Arbitration and Mediation Services (JAMS)
14 before either party pursues other remedies hereunder. If the
15 mediation does not resolve the dispute and a party or both parties
16 wish to pursue other remedies, **the parties agree that their legal**
17 **dispute will be resolved without a jury trial and agree not to**
18 **request or demand a jury trial.** To the fullest extent permitted by
19 applicable law, **the parties hereby irrevocably waive any right**
20 **they may have to demand a jury trial.**

21 Exhibit B at p. 58 (Section 1.13) (emphasis added). The Dispute Resolution provision further
22 provides that:

23 To the extent the foregoing jury trial waiver is not enforceable
24 under the governing law, . . . any dispute arising out of or in
25 connection with [the Brokerage Terms] which the parties are
26 unable to resolve between themselves or through mediation as
27 provided above, will be resolved by binding arbitration in the state
28 . . . , or other mutually agreed location, before a panel of three
arbitrators in accordance with the Commercial Arbitration Rules of
the American Arbitration Association. Under these circumstances,
the arbitration proceeding will be the sole and exclusive means for
resolving any dispute between the parties[.]

Id.

On April 3, 2019, Hakkasan’s General Counsel, Brandon Roos, executed Willis’s “Order
to Bind” form, which was included with the Proposal, instructing Willis to bind Hakkasan’s
property coverage with Sompco. Exhibit A at ¶ 3; a true and accurate copy of the executed Order
to Bind is attached hereto as **Exhibit “C”**; *see also* Compl. at ¶ 4. Pursuant thereto, Hakkasan

1 purchased a \$350,000,000 per occurrence Commercial Property Surplus Lines insurance policy
2 from Somp, covering the policy period of April 1, 2019 to April 1, 2020 (the “Policy”), which is
3 now the subject of Hakkasan’s claims in this case. Compl. at ¶¶ 3, 34, Ex. 1.

4 **B. Relevant Procedural History.**

5 Despite the Dispute Resolution provision of the Brokerage Terms, Hakkasan initiated this
6 litigation against Willis on June 5, 2020, without having previously submitted the dispute to
7 mediation. Moreover, Hakkasan’s Complaint, and subsequently its Amended Complaint,
8 demanded a jury trial as to all of Hakkasan’s claims, including the claims asserted against Willis.
9 *See* Compl. at p. 29.

10 On July 7, 2020, Willis filed a motion to dismiss Hakkasan’s initial Complaint on several
11 grounds, including due to Hakkasan’s failure to adhere to its contractual obligation to mediate its
12 dispute with Willis prior to commencing litigation. *See* Willis Motion to Dismiss (July 7, 2020) at
13 pp. 9-10. Following a hearing on the motion, this Court ordered Hakkasan and Willis “to
14 mediation before JAMS in the next sixty day period from the date of this Order before any further
15 proceedings occur with respect to the Willis Defendants[.]” *See* Order re: Willis Defendants’
16 Motion to Dismiss (Oct. 20, 2020) at p. 2. Mediation thereafter took place on November 3, 2020,
17 no resolution was reached, and Willis filed its Answer to Plaintiff’s Amended Complaint and
18 Response to Demand for Jury Trial (the “Answer”) on December 16, 2020. Willis asserts in its
19 Answer the following Affirmative Defense: “Plaintiff’s demand for a jury trial as to its claims
20 against Willis must be denied and stricken because Plaintiff waived its right to a jury under the
21 Brokerage Terms, Conditions & Disclosures that govern Plaintiff’s relationship with Willis.” *See*
22 Answer at p. 26.

23 **II.**

24 **LEGAL ARGUMENT**

25 **A. Hakkasan’s Jury Demand Should Be Stricken As To Its Claims Against Willis Per**
26 **The Terms Of The Parties’ Agreement.**

27 In Nevada, “[c]ontractual jury trial waivers are presumptively valid unless the challenging
28 party can demonstrate that the waiver was not entered into knowingly, voluntarily, and

1 intentionally.” *Lowe Enterprises Residential Partners, L.P. v. Eighth Judicial Dist. Court ex rel.*
2 *Cty. of Clark*, 118 Nev. 92, 100, 40 P.3d 405, 410 (2002) (emphasis added). In determining
3 whether a jury trial waiver was entered into knowingly, voluntarily, and intentionally, the court
4 may consider, but is not limited to considering, the following factors: “(1) the parties’
5 negotiations concerning the waiver provision, if any, (2) the conspicuousness of the provision, (3)
6 the relative bargaining power of the parties and (4) whether the waiving party’s counsel had an
7 opportunity to review the agreement.” *Id.*, 118 Nev. at 101, 40 P.3d at 410-11 (citing *Whirlpool*
8 *Fin. Corp. v. Sevaux*, 866 F. Supp. 1102, 1105 (N.D. Ill. 1994)).

9 Here, Willis’s Brokerage Terms, which was accepted by Hakkasan when it elected to
10 purchase insurance through Willis and executed the Order to Bind, governs the parties’
11 relationship. See *Eagle Materials, Inc. v. Stiren*, 127 Nev. 1131, 373 P.3d 911 (2011)
12 (recognizing that “[a]cceptance of an offer is a manifestation of assent to the terms thereof made
13 by the offeree in a manner invited or required by the offer” and that “[w]here an offer invites an
14 offeree to accept by rendering a performance ... [a] contract is created when the offeree tenders or
15 begins the invited performance”) (quoting RESTATEMENT (SECOND) OF CONTRACTS §§ 45, 50
16 (1981)). The Brokerage Terms unambiguously reflect an agreement between the parties to resolve
17 any disputes that remain unresolved following mediation “without a jury trial.” Exhibit B at pp.
18 58-59 (Section 1.13). Indeed, the parties agreed “not to request or demand a jury trial” in any
19 post-mediation disputes and further expressly acknowledged that they were “irrevocably
20 waiv[ing] any right they may have to demand a jury trial[.]” *Id.* In accordance with Nevada law,
21 the jury waiver provision set forth in the Brokerage Terms is presumptively valid and should be
22 enforced.

23 Moreover, while Hakkasan may try, it cannot legitimately claim that its agreement to the
24 jury waiver provision was not knowing, voluntary, or intentional. First, there is simply no
25 disparity in bargaining power between Willis and Hakkasan. Hakkasan touts in its Complaint that
26 it is the operator of “world-class restaurants, nightclubs and entertainment venues throughout the
27 United States and abroad” and that it has been recognized “by the press and industry experts as
28 ‘the Las Vegas Strip’s leading nightlife company.’” Compl. at ¶¶ 40-43. In addition, Hakkasan’s

1 insurance portfolio involves hundreds of millions of dollars of coverages. *See, e.g.*, Exhibit B.
2 Hakkasan is a sophisticated business entity that had substantial bargaining power with regard to
3 Willis, its insurance broker.

4 Second, not only did the waiving party's counsel have an opportunity to review the
5 Brokerage Terms, it was Hakkasan's General Counsel, Brandon Roos, who executed the Order to
6 Bind that manifested Hakkasan's assent to the Brokerage Terms, including its jury waiver
7 provision. *See* Exhibit C. Indeed, it was Attorney Roos who was primarily responsible for
8 communicating with Willis regarding Hakkasan's insurance needs and Willis's insurance
9 proposal. *See* Exhibit B.

10 Third, the jury waiver provision in the Brokerage Terms is conspicuous and unambiguous.
11 The Brokerage Terms are listed in the Proposal's Table of Contents and there is a separate
12 heading in the Proposal that provides: "This proposal is presented in conjunction with the
13 Brokerage Terms . . . which is enclosed." Exhibit B at pp. 2, 12. The jury waiver language is
14 contained in Section 1.13 of the Brokerage Terms, which is entitled "**Dispute Resolution**" in
15 bold font, and is set forth in the same font and typeface as all of the other provisions of the
16 Brokerage Terms. There is nothing hidden or discreet about the jury waiver language, which
17 should have been apparent to a sophisticated business such as Hakkasan and its in-house attorney,
18 Mr. Roos.⁵

19 Based on the foregoing, the Brokerage Terms' jury waiver provision, as with the
20 mandatory mediation provision previously enforced by this Court, is valid and enforceable and
21 Hakkasan's jury demand should therefore be stricken from the Complaint. *See Lowe Enterprises*
22 *Residential Partners, L.P.*, 118 Nev. at 101-02, 40 P.3d at 411 (enforcing contractual jury waiver
23 provision in a loan document, and rejecting claim of unequal bargaining power, where the parties
24 were represented by counsel and had prior experience in real estate); *Casey v. Third Jud. Dist.*
25 *Ct.*, 281 P.3d 1160, 2009 WL 3188939, at *2 (Nev. 2009) (unpublished) (enforcing jury waiver
26 provision because, among other things, it was not buried in the contract and was in bold font that

27 ⁵ It should also not go unnoticed that the Brokerage Terms were part of a complex commercial
28 contract, as opposed to a consumer transaction.

was the same size as the font in the rest of the document).

B. This Court Should Compel Hakkasan’s Claims Against Willis To Arbitration If The Jury Waiver Is Unenforceable Under Nevada Law.

While Nevada law recognizes that jury waiver provisions are presumptively valid and enforceable, assuming *arguendo* that the Brokerage Terms’ jury waiver provision is not enforceable, the parties’ contract mandates that Hakkasan’s claims against Willis be compelled to arbitration. Specifically, the Brokerage Terms unambiguously provide that “any dispute arising out of or in connection with [the Brokerage Terms] which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration” if the “jury trial waiver is not enforceable under the governing law[.]” Exhibit B at p. 58.

In Nevada, “[t]here is a strong public policy favoring contractual provisions requiring arbitration as a dispute resolution mechanism.” *Phillips v. Parker*, 106 Nev. 415, 417, 794 P.2d 716, 718 (1990). Pursuant to the Uniform Arbitration Act, “an agreement contained in a record to submit to arbitration any existing or subsequent controversy arising between the parties to the agreement is valid, enforceable and irrevocable except . . . upon a ground that exists at law or in equity for revocation of a contract.”⁶ NRS 38.219(1). Accordingly, “[c]ourts are not to deprive the parties of the benefits of arbitration they have bargained for, and arbitration clauses are to be construed liberally in favor of arbitration.” *Phillips*, 106 Nev. at 417, 794 P.2d at 718 (citing *Exber, Inc. v. Sletten Constr. Co.*, 92 Nev. 721, 730, 558 P.2d 517, 522 (1976)).

Here, because the Brokerage Terms unequivocally provide for the arbitration of any disputes between Hakkasan and Willis in the event that the jury waiver is unenforceable, should this Court decline to enforce the jury waiver, the claim asserted by Hakkasan against Willis in this case should be compelled to arbitration.

⁶ While NRS 38.219(1) contains another exception to the enforceability of arbitration provisions as provided for by NRS 597.995, that statute has been found to be preempted by the Federal Arbitration Act. *See MMAWC v. Zion Wood Obi Wan Trust*, 448 P.3d 568, 571 (Nev. 2019) (holding that “the FAA preempts NRS 597.995”).

III.

CONCLUSION

For the foregoing reasons, Hakkasan's demand for jury trial should be stricken by the Court or, in the alternative, this case should be compelled to arbitration.

DATED this 11th day of February, 2021.

/s/ Patrick J. Reilly

Patrick J. Reilly

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*Attorneys for Willis of Arizona, Inc. and
Willis Towers Watson Insurance Services West, Inc.*

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and that the foregoing **MOTION TO STRIKE PLAINTIFF'S JURY DEMAND AS TO ITS CLAIMS AGAINST THE WILLIS DEFENDANTS OR, IN THE ALTERNATIVE, TO COMPEL ARBITRATION** was served by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. on the 11th day of February, 2021, to the addresses shown below:

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*Attorneys for Sompo International Holdings
Ltd. and Endurance American Specialty
Insurance Company*

/s/ Mary Barnes
An employee of Brownstein Hyatt Farber Schreck, LLP

Exhibit “A”

(Kristen Garcia Declaration)

1 **DECL**
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13 *Attorneys for Defendants Willis of Arizona, Inc.*
14 *and Willis Towers Watson Insurance Services West, Inc.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 HAKKASAN USA, INC., a Delaware
18 Corporation;

19 Plaintiff,

20 vs.

21 ENDURANCE AMERICAN SPECIALTY
INSURANCE COMPANY, a Delaware
22 Corporation;
SOMPO INTERNATIONAL HOLDINGS,
23 LTD., a Bermuda Corporation;
WILLIS OF ARIZONA, INC., an Arizona
24 Corporation; and WILLIS TOWERS WATSON
INSURANCE SERVICES WEST, INC., a
25 California Corporation

26 Defendants.
27
28

CASE NO: A-20-816145-C

**DECLARATION OF KRISTEN
GARCIA IN SUPPORT OF THE
MOTION TO DISMISS OF
DEFENDANTS WILLIS OF ARIZONA,
INC. AND WILLIS TOWERS WATSON
INSURANCE SERVICES WEST, INC.**

1 I, Kristen Garcia, declare as follows:

2 1. I am an Account Executive for Willis Towers Watson Insurance Services West,
3 Inc. (formerly known as Willis of Arizona, Inc.) (“Willis”) and have worked in that capacity since
4 June of 2019. In March and April of 2019, I was employed by Willis as a Senior Client Manager.
5 I make this declaration in support of the Motion to Dismiss of Defendants Willis of Arizona, Inc.
6 and Willis Towers Watson Insurance Services West, Inc. to place before the Court documents
7 necessary for the determination of the motion. The facts stated herein are based on my personal
8 knowledge.
9

10 2. Attached as **Exhibit B** is a true and accurate copy of the “Insurance Proposal
11 Prepared for Hakkasan USA, Inc.” for the “Policy Term: April 1, 2019 to April 1, 2020” that I
12 emailed to Veronica Stiles, a “Corporate Risk Manager” for Hakkasan, on March 29, 2019 after a
13 meeting during which we presented and discussed the contents of the same.
14

15 3. Attached as **Exhibit C** is a true and accurate copy of the executed “Order to Bind”
16 that was emailed to me by Ms. Stiles on April 4, 2019.

17 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
18 is true and correct.
19

20 EXECUTED on July 7th, 2020 in Scottsdale, Arizona.

21 
22

23 KRISTEN GARCIA
24
25
26
27
28

Exhibit “B”

(Proposal)

A decorative graphic on the left side of the page consisting of a grid of colored squares. The grid is 3 squares wide and 4 squares high. The colors are: top row (light purple, light purple, light purple), second row (dark purple, light beige, light beige), third row (light beige, dark purple, dark purple), and bottom row (light purple, light purple, light purple).

INSURANCE PROPOSAL
PREPARED FOR

Hakkasan USA, Inc.

Policy Term: April 1, 2019 to April 1, 2020
Presented On: March 29, 2019

Willis Towers Watson

Willis of Arizona, Inc.
1980 Festival Plaza Dr., Ste. 300
Las Vegas, NV 89135

Service Team & Claim Contact Information	I
Marketing Summary	II
Financial Summary & Comparison	III
Subjectivities, Payment Options & Important Notices	IV
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Appendix A: Brokerage Terms, Conditions & Disclosures	
Appendix B: Claim Information and Loss Summary & Analysis	
Appendix C: Recommended Quotes	

SERVICE TEAM AND CLAIM CONTACT INFORMATION

<p>Chuck Halsey Senior Vice President Client Advocate</p>	<p>☎ (702) 432-7111 📠 (702) 496-2833 ✉ chuck.halsey@willistowerswatson.com</p>
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<p>Terry Crull Senior Vice President West Region Complex Casualty</p>	<p>☎ (602) 787-6040 📠 (602) 321-0382 ✉ terry.crull@willistowerswatson.com</p>
<p>Kevin Geraghty Property Broker</p>	<p>☎ 415-955-0127 📠 441-536-0097 ✉ kevin.geraghty@willistowerswatson.com</p>
<p>Graham Alligood Assistant Client Manager Risk Solutions</p>	<p>☎ 602-787-6122 📠 - ✉ graham.alligood@willistowerswatson.com</p>
<p>Christine Lawson Vice President of Claims Risk Control & Claims Advocacy</p>	<p>☎ (602) 787-6048 📠 (602) 628-6933 ✉ christine.lawson@willistowerswatson.com</p>
<p>John Ritter SVP, Risk Control Risk Control & Claims Advocacy</p>	<p>☎ (602) 787-6019 📠 (602) 510-1849 ✉ john.ritter@willistowerswatson.com</p>

MARKETING SUMMARY

The results of our marketing efforts are below. If you would like a copy of any quote received, please let us know and we will provide it to you.

These quotes expire on 3/31/2019, after which insurers may withdraw or vary them.

QUOTES RECEIVED

Line(s) of Business	Carrier	Intermediary/Panel	Premium	Commissions
Foreign Package	C N A	N/A	\$5,789	20%
Automobile	RLI Insurance	N/A	\$61,488	10%
General Liability - \$1M/\$2M/\$2M GL Limit \$1M/\$4M Liquor Limit \$75K/\$25K/\$10K SIR's	Navigators Specialty	AmWins	\$884,001 plus \$34,495.54 SLT \$500 Engineering Fee	11%
General Liability - \$1M/\$2M/\$2M GL Limit \$1M/\$2M Liquor Limit \$25K SIR All Venues	James River	AmWins	\$966,000 plus \$37,683.85 SLT \$250 Fee	11%
General Liability - \$1M/\$2M/\$2M GL Limit \$1M/\$2M Liquor Limit \$100K SIR All Venues	James River	AmWins	\$656,250 plus \$25,593.75 SLT \$250 Fee	11%
Excess Liability - Lead \$10M Limit	Colony Specialty Insurance Company	AmWins	\$315,000 plus \$12,285 SLT	11%
Excess Liability - \$10M xs \$10M Limit	Western World Insurance Company	AmWins	\$79,969 plus \$250 Fee \$3,128.55 SLT	11%
Excess Liability - \$5M xs \$20M Limit	SOMPO	AmWins	\$24,493 plus \$955.23 SLT	11%
Excess Liability - \$5M xs \$20M Limit	Markel	AmWins	\$36,750 plus \$1,433.25 SLT	11%
Excess Liability - \$25M xs \$25M Limit	SOMPO	AmWins	\$88,375 plus \$3,446.63 SLT	11%
Excess Liability - \$25M xs \$50M Limit	AWAC	AmWins	\$60,000	11%
Property	AIG	N/A	Pending	TBD
Property	SOMPO	N/A	\$325,000	15%
Property	Travelers	N/A	\$397,809	15%

INDICATIONS

Line(s) of Business	Carrier	Intermediary/Panel	Premium	Commissions
Primary GL	ACE/Westchester	AmWins	\$1M+	TBD
Primary GL	Admiral	AmWins	\$1M+	TBD
Primary GL	Arch E&S	AmWins	\$1M+	TBD
Primary GL	BRIT	AmWins	\$1M+	TBD
Primary GL	Burlington/IFG	AmWins	\$1M+	TBD
Primary GL	Everest	AmWins	\$1M+	TBD
Primary GL	Liberty Surplus	AmWins	\$900,000+ with \$100K SIR's	TBD
Primary GL	Swiss Re	AmWins	\$1M+ with \$100K SIR's	TBD
Excess Liability - \$25M xs \$25M	Navigators	AmWins	\$125,000+	TBD
Property	Everest Indemnity	N/A	\$700,000	TBD

DECLINATIONS

Line(s) of Business	Carrier	Reason for Declination
Auto	AWAC	Unable to write monoline auto
Primary GL	AI/G/Lexington	Not able to compete with terms/pricing
Primary GL	Allianz	Cannot write nightclub exposures.
Primary GL	Alta/Western World	Only able to quote Excess
Primary GL	AXA XL	Cannot do stand alone GL for nightclubs
Primary GL	AXIS	Not able to compete with terms/pricing
Primary GL	AWAC	Class of business
Primary GL	Beazley	Only offers Claims Made coverage
Primary GL	BH Specialty	Cannot write nightclub exposures.
Primary GL	Cap Specialty	Uncomfortable with bottle service, nightclub exposures and size of account
Primary GL	Colony	Concerned with losses
Primary GL	Crum & Forster E&S	Cannot write nightclub exposures.
Primary GL	Endurance/SOMPO	Not pursuing this class of business any longer
Primary GL	Gemini	Cannot write nightclub exposures.
Primary GL	General Star	Liquor exposures too high
Primary GL	Golden Bear	Cannot accommodate coverage needs, high profile account
Primary GL	Great American Custom	Cannot write nightclub exposures.
Primary GL	Hallmark E&S	Cannot write nightclub exposures.
Primary GL	Hartford Specialty	Cannot write nightclub exposures.
Primary GL	HIIG	Too large, cannot compete
Primary GL	Hiscox	Cannot write nightclub exposures.
Primary GL	IAT Specialty	Too large, cannot compete
Primary GL	Landmark/RSUI	Cannot write nightclub exposures.
Primary GL	Liberty Mutual	Cannot write nightclub exposures.
Primary GL	Markel	Cannot write nightclub exposures.
Primary GL	MUSIC	Cannot write nightclub exposures.
Primary GL	Pioneer UW	Liquor exposures and treaty restrictions
Primary GL	QBE	Not pursuing this class of business any longer
Primary GL	Scottsdale/Nationwide E&S	Cannot write nightclub exposures.
Primary GL	Starr	Cannot write nightclub exposures.
Primary GL	Travelers	Concern with nightclub exposures and low retentions
Primary GL	United Fire Group	Too large, cannot compete
Primary GL	Venture/United Specialty	Too large, cannot compete
Primary GL	Zurich	Require higher Self Insured Retentions and Large Deductible WC
Primary GL and Excess Liability	Aspen	Cannot write nightclub exposures.
Primary GL and Excess Liability	AXA XL E&S	Concern with losses
Primary GL and Excess Liability	Kinsale	Size of Account/Pricing and concern with liquor
Primary GL and Excess Liability	Swiss Re	Cannot write nightclub exposures.

Excess Liability	Allianz	Outside of underwritng appetite
Excess Liability	Liberty Mutual	Unable to offer competitive pricing
Excess Liability	London	No syndicates willing to write nightclub exposures
Excess Liability	QBE	Not a market for nightclub risks
Property	Affiliated FM	Non-competitive with pricing
Property	Chubb	Non-competitive with pricing
Property	C N A	Non-competitive with pricing
Property	Hartford	Non-competitive with pricing
Property	HDI Gerling	Non-competitive with pricing
Property	Munich Re	Non-competitive with pricing
Property	Berkshire	Non-competitive with pricing
Property	QBE Specialty	Non-competitive with pricing
Property	Starr Surplus	Non-competitive with pricing
Property	Swiss Re	Non-competitive with pricing
Property	Tokio Marine	Non-competitive with pricing
Property	Wholesale/Domestic (AmWins)	Non-competitive with pricing
Property	XL	Unable to consider \$10K Deductible, would need \$100K per Occurrence to provide competitive pricing
Property	Liberty Mutual	Unable to consider \$10K Deductible, would need \$100K per Occurrence to provide competitive pricing
Property	Zurich	Writes multiple lines of capacity at MGM, unable to consider additional MGM capacity due to accumulation

FINANCIAL SUMMARY AND COMPARISON - ALL COVERAGES

PROPERTY	EXPIRING 2018-2019 Travelers	RENEWAL 2019-2020 SOMPO	△
Carrier			
Blanket Buildings	\$260,782,500	\$238,317,600	-8.61%
Blanket Business Personal Property	\$60,198,100	\$56,038,500	-6.91%
Blanket Business Income and Extra Expense	\$108,652,319	\$61,819,600	-43.10%
Total Insured Values	\$429,632,919	\$356,175,700	-17.10%
Rate per \$100 of Values	\$0.0975	\$0.0912	-6.46%
Premium Subtotal	\$418,742	\$325,000	-22.39%
NJ Guaranty Fund Surcharge (Estimated)	\$0	\$0	0.00%
NY Fire Insurance Fee (Estimated)	\$107	\$0	N/A
Other Taxes, Fees or Surcharges (Estimated)	\$0	\$0	0.00%
Terrorism	Included	Included	N/A
TOTAL PROPERTY PREMIUM	\$418,849	\$325,000	-22.41%
GENERAL LIABILITY	EXPIRING 2018-2019 Navigators Specialty \$1M/\$2M/\$2M GL Limit \$1M/\$4M Liquor Limit	RENEWAL 2019-2020 Navigators Specialty \$1M/\$2M/\$2M GL Limit \$1M/\$4M Liquor Limit	△
Carrier			
Hakkasan Nightclub Revenue	\$208,044,289	\$202,441,100	-3%
TLG Nightclub Revenue	\$55,959,400	\$36,845,860	-34%
Restaurant Revenue	\$154,351,516	\$80,064,180	-48%
Management/Sales Fees	\$3,552,400	\$3,673,000	3%
Total Revenue	\$421,907,605	\$323,024,140	-23%
SIR:			
Hakkasan Nightclubs	\$75,000	\$75,000	0%
TLG Nightclubs	\$25,000	\$25,000	0%
All Restaurants	\$10,000	\$10,000	0%
Average GL Rate:			
Hakkasan Nightclubs	2.4053	3.0944	29%
TLG Nightclubs	2.6429	3.5000	32%
All Restaurants	0.99183	1.1298	14%
Premium Subtotal	\$837,115	\$884,001	6%
Surplus Lines Taxes & Fees	\$32,647.49	\$34,495.54	6%
Terrorism Premium	Included	Included	
Engineering Fee	N/A	\$500	
TOTAL GENERAL LIABILITY PREMIUM	\$869,762.49	\$918,996.54	6%

FINANCIAL SUMMARY AND COMPARISON - ALL COVERAGES

BUSINESS AUTOMOBILE	EXPIRING 2018-2019 RLI	RENEWAL 2019-2020 RLI	△
Carrier			
Total Number of Automobiles	6	6	0%
PPT Rate per Unit	\$4,442	\$4,490	1%
Light/Medium Rate per Unit	\$4,167	\$4,453	7%
Number of Drivers	29	33	14%
Premium Subtotal	\$52,845	\$61,488	16%
MVR Fee	\$435	\$1,125	159%
TOTAL AUTOMOBILE PREMIUM	\$53,280	\$62,613	18%
FOREIGN PACKAGE	EXPIRING 2018-2019 C N A	RENEWAL 2019-2020 C N A	△
Carrier			
Property Limit	\$250,000	\$250,000	0%
Property Deductible	\$1,000	\$1,000	0%
General Liability Aggregate	\$2,000,000	\$2,000,000	0%
General Liability Retention	\$0	\$0	0%
Auto Liability Limit	\$1,000,000	\$1,000,000	0%
Workers' Compensation Limit	\$1,000,000	\$1,000,000	0%
Premium Subtotal	\$5,789	\$5,789	0%
TOTAL FOREIGN PACKAGE PREMIUM	\$5,789	\$5,789	0%
UMBRELLA/EXCESS	EXPIRING 2018-2019 COLONY	RENEWAL 2019-2020 COLONY	△
Carrier			
Aggregate	\$10,000,000	\$10,000,000	0%
Retention	\$0	\$0	0%
Premium Subtotal	\$315,000	\$300,000	-5%
TRIA	\$15,750	\$15,000	-5%
Surplus Lines Taxes & Fees	\$12,899.25	\$12,285.00	-5%
TOTAL PREMIUM	\$343,649.25	\$327,285.00	-5%
EXCESS LIABILITY	EXPIRING 2018-2019 Western World	RENEWAL 2019-2020 Western World	△
Carrier			
Aggregate	\$10,000,000	\$10,000,000	0%
Excess of Underlying Aggregate	\$10,000,000	\$10,000,000	0%
Premium Subtotal	\$75,000	\$72,699	-3%
TRIA	\$7,500	\$7,270	-3%
Policy Fee	\$500	\$250	-50%
Surplus Lines Taxes & Fees	\$3,237.00	\$3,128.55	-3%
TOTAL PREMIUM	\$86,237	\$83,347.55	-3%

FINANCIAL SUMMARY AND COMPARISON - ALL COVERAGES

EXCESS LIABILITY	EXPIRING 2018-2019 SOMPO	RENEWAL 2019-2020 Markel	△
Carrier			
Aggregate	\$5,000,000	\$5,000,000	0%
Excess of Underlying Aggregate	\$20,000,000	\$20,000,000	0%
Premium Subtotal	\$25,000	\$35,000	40%
TRIA	\$250	\$1,750	600%
Surplus Lines Taxes & Fees	\$985	\$1,433.25	46%
TOTAL PREMIUM	\$26,235	\$38,183.25	46%
EXCESS LIABILITY	EXPIRING 2018-2019 AIG	RENEWAL 2019-2020 SOMPO	△
Carrier			
Aggregate	\$25,000,000	\$25,000,000	0%
Excess of Underlying Aggregate	\$25,000,000	\$25,000,000	0%
Premium Subtotal	\$66,337	\$87,500	32%
Terrorism	\$663	\$875	32%
Surplus Lines Taxes & Fees	N/A	\$3,446.63	
TOTAL PREMIUM	\$67,000	\$91,821.63	37%
EXCESS LIABILITY	EXPIRING 2018-2019 AWAC	RENEWAL 2019-2020 AWAC	△
Carrier			
Aggregate	\$25,000,000	\$25,000,000	0%
Excess of Underlying Aggregate	\$50,000,000	\$50,000,000	0%
Premium Subtotal	\$50,490	\$60,000	19%
Terrorism	\$510	Included	
TOTAL PREMIUM	\$51,000	\$60,000	18%
TOTAL PROGRAM PREMIUM	EXPIRING 2018-2019 TOTAL	RENEWAL 2019-2020 TOTAL	△
Premium Subtotal	\$1,846,318.00	\$1,831,477.00	-1%
Total Policy Fees	\$1,042.00	\$1,875.00	80%
Total Terrorism	\$24,673.00	\$24,895.00	1%
Total NV Surplus Lines Tax and Fees	\$49,768.49	\$54,788.97	10%
TOTAL PREMIUM	\$1,921,801.49	\$1,913,035.97	-0.46%

SUBJECTIVITIES

Carrier & Policy	
RLI Insurance - Automobile	Payment must be received prior to binding. If premium financed, executed agreement must be sent with Bind Order.
	75 MVR's are required, Driver information for 42 additional potential drivers is needed because Auto Schedule lists only 33 Drivers.
	Signed UM/UIM/PIP Forms, required at binding.
	Completed Hired and Non-Owned Auto Application, required prior to binding.
Navigators - Primary General Liability	Signed Terrorism Selection/Rejection Form, required at binding.
Colony - Excess Liability	Signed Terrorism Selection/Rejection Form, required at binding.
Western World/ALTA - Excess Liability	Signed TRIA Form, within 5 days of binding.
Markel/Evanston - Excess Liability	Signed Terrorisms/Rejection Form, required at binding.
Endurance/SOMPO - Excess Liability	Signed Terrorism Selection/Rejection Form, required at binding.
AWAC - Excess Liability	Signed Terrorism Selection/Rejection Form, required at binding.

PROGRAM CHANGES AND ENHANCEMENTS

Carrier & Policy	
Western World/ALTA - Excess Liability	Carrier has agreed to expand Cancellation Notice to 60 Days
Excess Liability	Tower had to be re-structured due to AIG Non-Renewing the \$25M xs \$25M Layer

OPTIONAL QUOTES

Carrier & Policy	
Colony - First \$10M Excess Liability	If James River writes Primary with \$1M/\$2M Liquor Limits, Premium would increase to \$330,750 Premium including TRIA plus SLT
James River - Primary GL \$25K SIR All Venues	\$966,000 Premium including TRIA, plus \$37,683.85 SLT and \$250 Fee
James River - Primary GL \$100K SIR All Venues	\$656,250 Premium including TRIA, plus \$25,593.75 SLT and \$250 Fee

PAYMENT PLANS

Carrier & Policy	Plan
All Policies	Agency Bill, Annual Pay

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IMPORTANT NOTICES

INTERMEDIARY / WHOLESALER

In our search for your insurance coverage we used the following wholesalers:

Carrier & Policy	Wholesaler
Navigators Specialty - General Liability	AmWins
Colony - Excess Liability	AmWins
Western World - Excess Liability	AmWins
Markel/Evanston - Excess Liability	AmWins
Endurance/SOMPO - Excess Liability	AmWins
AWAC - Excess Liability	AmWins

SURPLUS LINES

The premium quoted for the General Liability and Excess insurance is subject to Surplus Lines Tax which is in addition to the premium charged.

MINIMUM EARNED PREMIUMS

Carrier & Policy	Minimum Earned % at Binding	Minimum & Deposit % at Audit
RLI Insurance - Automobile	\$10,000 Minimum Earned	100% of estimated annual premium due prior to binding coverage, unless premium financed
Navigators - General Liability	25%	\$850,001 Minimum & Deposit plus Surplus Lines Taxes and Fees
Colony Specialty - Excess Liability	25%	100%
Western World/ALTA - Excess Liability	25%	
Markel/Evanston - Excess Liability	35%	
Endurance/SOMPO - Excess Liability	25%	
AWAC - Excess Liability	35%	100%

WILLPLACE

WillPLACE, a proprietary online tool, provides Willis brokers with access to global placement information so we're able to develop innovative, yet tested solutions for you with appropriate markets at competitive prices and terms. ****Note**:** Some insurers pay Willis an Administration and Maintenance Fee for reporting on their book of business and pay Willis an additional fee equal to 1% of the premium cost for placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance.

WILLIS COMMISSION

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at:
http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/.

WILLIS BROKERAGE TERMS, CONDITIONS & DISCLOSURES

This proposal is presented in conjunction with the Brokerage Terms, Conditions & Disclosures for US Property & Casualty Retail Accounts which is enclosed.

Named Insureds and Multi-Location Description of Operations

Effective 04/01/2019-04/01/2020

Prepared: January 20, 2019

General Description of Operations:

Client owns/manages and operates bars/taverns/clubs and restaurants - high end venues in CA, NV, NY, TX and HI

FEIN: 45-2732716 (Hakkasan USA, Inc)

	Legal Entity*	FEIN	Location and Description of Operations
Other Insureds			
AMG Boardwalk, LLC ---- NJ Taxpayer ID 453910693000	LLC	45-3910693	50% owned by Neil Moffitt mgmt agreement for bar/club/pool and beach - Revel, Atlantic City, NJ - Closed Sept 2014 - No Activity - Eff 4/12/17
s	LLC		100% owned by Neil Moffitt - Dissolved 6/2/2014 - No Activity
AMG Live, LLC	LLC	45-4306271	100% owned by Neil Moffitt; entertainment booking services to Revel, Atlantic City, NJ - Dissolved 2014 - No Activity
AMG Management, LLC	LLC	45-1602871	51.23% owned by Neil Moffitt; effective 4/12/17
Above the Bar LLC dba Coyote Ugly	LLC	20-0499028	100% owned by FDR Management, LLC - Closed May 26, 2014 - No Activity
Ambience Bar, LLC dba Social House	LLC	20-4417095	100% owned by FDR Management, LLC - Restaurant - Crystals, City Center, Las Vegas - Closed April 2015 - No Activity
Behamas Bar, LLC dba Aura Nightclub	LLC	20-8408390	100% owned by FDR Management, LLC - Atlantic Hotel, Paradise Island, Bahamas (consulting only) - Operations ceased 5/15/2016
BBQ Bar, LLC	LLC	26-1984546	100% owned by FDR Holdings, LLC - dissolved May 2014 - no activity
CSS Marketing, LLC	LLC	27-5548054	100% owned by FDR Management, LLC - no activity
FDR Holdings, LLC	LLC	20-5772675	100% owned by FDR Management, LLC - dissolved May 2014 - no activity
FDR Management, LLC	LLC	20-4540993	100% owned by AMG Management, LLC
Gladiator Bar, LLC dba Vista	LLC	47-3331018	Management Agreement with Caesars Palace for Vista Lounge - Agreement termed 10/24/17
H-FSD Holding, LLC	LLC	46-4633072	71% owned by Hakkasan Fabric-Stingaree Holding, LLC
Hakkasan Fabric-Stingaree Holding, LLC	LLC	46-4638134	100% owned by Hakkasan Holdings, LLC
Hakkasan Hospitality, Inc.	INC	46-5402708	100% owned by Hakkasan UK - Dissolved 2017 No Activity
Hakkasan Holdings, LLC	LLC	45-2733930	100% owned by Hakkasan USA, Inc
Hakkasan LA, LLC dba Hakkasan Beverly Hills	LLC	32-0306022	100% owned by Hakkasan Holdings, LLC - Restaurant, Beverly Hills, CA - Closed July 2015 - No Activity
Hakkasan LV, LLC dba Hakkasan Las Vegas	LLC	38-3859428	100% owned by Hakkasan Holdings, LLC - Restaurant and Nightclub, MGM Casino and Hotel, Las Vegas, NV
Hakkasan NYC, LLC dba Hakkasan New York	LLC	45-2050601	100% owned by Hakkasan Holdings, LLC - Restaurant/Tavern - New York City, New York
Hakkasan SF, LLC dba Hakkasan San Francisco	LLC	35-2428787	100% owned by Hakkasan Holdings, LLC - Restaurant/Tavern - San Francisco, CA
Havana Bar Manager, LLC - Venus Pool Club	LLC	20-1051704	100% owned by FDR Management, LLC - Pool Bar - Caesars Palace - ceased operations 2015 - No Activity
HMCLV, LLC	LLC	45-5516945	100% owned by Hakkasan Holdings, LLC - Dissolved 7/2/2015 - No Activity
Hollywood Bar, LLC	LLC	20-4416931	100% owned by FDR Management, LLC - ceased operations November 30, 2014 - No Activity
IDEA Boardwalk, LLC	LLC	45-5309752	50% owned by AMG Boardwalk, LLC - tenant holder at the Revel Hotel & Casino - ceased operations Sept 2014 - No Activity
JZ Enterprises, Ltd	LLC	20-1220136	51% owned by 58th Street Venture, LLC - Restaurant/Tavern - New York City (Beaumont) - Sold 10/24/17
Liberty Bar, LLC	LLC	26-1984481	100% owned by FDR Holdings, LLC - dissolved 5/30/2014 - no activity
Lion Bar, LLC	LLC	27-5547986	100% owned by Hakkasan Holdings, LLC - mgmt contract for Wet Republic
NIMP Holding, LLC	LLC	46-3823825	100% owned by Hakkasan Holdings, LLC; 100% ownership of Touch, LLC
The 67 Group, LLC	LLC	20-5173201	100% owned by Neil Moffitt
Touch Holdings, LLC	LLC	20-5772675	100% owned by Touch Management, LLC - dissolved May 2014
Touch, LLC dba Omnia Las Vegas	LLC	20-0633310	100% owned by NMP Holding, LLC - Omnia Nightclub at Caesars Palace
Touch Management, LLC	LLC	20-2655638	100% owned by NMP Holding, LLC - dissolved May 2014
Venue Driver, LLC	S-Corp	26-4379167	100% owned by Hakkasan Holdings, LLC - Ickelbing business
6th and Island Investments, LLC dba Omnia San Diego	LLC	20-1306601	100% owned by Hakkasan Fabric-Stingaree Holding, LLC - Omnia Nightclub in San Diego, CA
Las Vegas Venture (P), LLC	LLC	46-4645416	60% owned by 58th Street Venture, LLC
58th Street Venture, LLC	LLC	46-4645123	100% owned by Hakkasan NYC, LLC
58th Street Venture, LLC	LLC	46-1263709	100% owned by H-FSD Holding, LLC - Inactive
Searsucker Austin, LLC	LLC	46-2047605	100% owned by Searsucker Austin, LLC - Inactive
Searsucker Texas Holdings, LLC	LLC	46-2036650	100% owned by Searsucker Texas Holdings, LLC - Closed June 2018
Searsucker Beverage, LLC dba Searsucker Austin	LLC	46-2036650	100% owned by Searsucker Texas Holdings, LLC - Restaurant - Restaurant - Closed June 2018
7th & C Investments, LLC dba Searsucker San Diego	LLC	26-0761204	100% owned by H-FSD Holding, LLC - Restaurant - San Diego, CA
El Camino Hospitality, LLC dba Searsucker Del Mar	LLC	27-4544694	100% owned by H-FSD Holding, LLC - Restaurant - Del Mar, CA
La J Eats, LLC dba Herrington La Jolla	LLC	45-3140633	100% owned by H-FSD Holding, LLC - Restaurant - La Jolla, CA
Sunset Eats, LLC dba Ivory at Sunset	LLC	46-2865274	100% owned by H-FSD Holding, LLC - Restaurant - Mondrian Hotel, Los Angeles, CA - Closed 6/23/18
Santa Monica Eats, LLC dba Herrington Santa Monica	LLC	47-1139764	100% owned by H-FSD Holding, LLC - Restaurant - Santa Monica, CA
Cosmo Entertainment, LLC - Delete 6/20/18 - Sold	LLC	45-0707092	46.9% owned by Hakkasan Holdings, LLC
DBD, LLC dba Bootsey Bellows Nightclub - Delete 6/20/18 - Sold	LLC	45-3599202	73.31% owned by Cosmo Entertainment, LLC
West Beverly Group, LLC dba Hooray Henry's Nightclub - Delete 6/20/18 - Sold	LLC	36-4737778	50% owned by Cosmo Entertainment, LLC - Remodeled and reopened as The Peppermint Club
West Beverly Group, LLC dba The Peppermint Club - Delete 6/20/18 - Sold	LLC	36-4737778	50% owned by Cosmo Entertainment, LLC - Name change from Hooray Henry's to The Peppermint Club
Beverly Sherbourne, LLC dba Dallah - Delete 6/20/18 - Sold	LLC	46-1602916	100% owned by Cosmo Entertainment, LLC - Restaurant/Supper Club - West Hollywood, CA - Opened 10/17/16
TLG Acquisitions, LLC	LLC	38-3861172	100% owned Holding Company

General Description of Operations:

Client owns/manages and operates bars/laverns/clubs and restaurants - high end venues in CA, NV, NY, TX and HI

FEIN: 45-2732716 (Hakkasan USA, Inc)

	Legal Entity*	FEIN	Location and Description of Operations
Other Insureds			
BNC Entertainment LLC	LLC	26-1562470	100% Owned by DDD Holdings, LLC - The Bank Nightclub, Bellagio Resort & Casino - Closed 6/6/2018
CBL Management LLC	LLC	45-3220015	100% Owned by DDD Holdings, LLC - Lily Lounge, Bellagio Resort & Casino
City Bar LLC	LLC	90-0405106	100% Owned by HHH Holdings, LLC - The Deuce Lounge, ARIA Resort & Casino - Closed
City Club LLC	LLC	26-3724062	100% Owned by HHH Holdings, LLC - Haze Nightclub, ARIA Resort & Casino - Closed 2015
Bljou, LLC	LLC	32-0478939	100% Owned by HHH Holdings, LLC - Jewel Nightclub, ARIA Resort & Casino - Opened 2016
HBLY Eats, LLC dba Herringbone Las Vegas	LLC	47-5225980	100% Owned by HHH Holdings, LLC - Restaurant - Herringbone Las Vegas, ARIA
City Entertainment LLC	LLC	26-3724183	100% Owned by HHH Holdings, LLC - Gold Lounge, ARIA Resort & Casino - Closed April 2015
City Lounge LLC	LLC	30-0739553	100% Owned by HHH Holdings, LLC - Liquid Pool with Restaurant, ARIA Resort & Casino
Club Jungle Management LLC	LLC	30-0739553	100% Owned by HHH Holdings, LLC - Light Nightclub, Mandalay Bay Hotel & Casino - ceased operations 2015
Club Jungle Performers LLC	LLC	46-2312255	100% Owned by HHH Holdings, LLC - Light Performers, Mandalay Bay Hotel & Casino - ceased operations 2015
Cranberry Restaurant LLC	LLC	20-2738757	100% Owned by HHH Holdings, LLC - Slack Restaurant, Mirage Resort & Casino
Dancing Monkey LLC	LLC	20-2717790	100% Owned by HHH Holdings, LLC - 1 Oak Nightclub, Mirage Resort & Casino
Bare Pool Management, LLC	LLC	36-4729853	100% Owned by HHH Holdings, LLC - Bare Swimming Pool Area with Restaurant and Bar, Mirage Resort & Casino - Agreement Termed 2/20/19
Diablo's Cantina LLC	LLC	20-5094509	100% Owned by HHH Holdings, LLC - Diablo's Restaurant, Monte Carlo Resort & Casino - Ceased operations 2015
Fix Management LLC	LLC	05-0595395	100% Owned by HHH Holdings, LLC - Fix Restaurant, Bellagio Resort & Casino
LG Piggy, LLC	LLC	47-3235151	Management Company for Mac Shack No Active Involvement in management or operation of remaining location
LG Rocks LLC	LLC	30-0836052	Heartstone Restaurant, Red Rock Casino Resort & Spa - Management Agreement terminated 2015
LG BI LLC	LLC	38-3938203	100% Owned by HHH Holdings, LLC - Alibi Lounge, ARIA Resort & Casino
LG Lot, LLC	LLC		Acquired with The Light Group - No Activity
LGD Management, LLC	LLC	45-3177395	Acquired with The Light Group - No Activity
The Light Group LLC	LLC	20-8885981	100% Owned by TLG Acquisition - Corporate Entity
MB BC Management LLC	LLC	32-0393455	100% Owned by HHH Holdings, LLC - Daylight Pool with Restaurant, Mandalay Bay Hotel & Casino - Ceased operations 2015
MBRS Venues LLC	LLC	90-0892663	100% Owned by HHH Holdings, LLC - Red Square Restaurant, Mandalay Bay Hotel & Casino - Agreement Termed Feb 2019
MB Venues LLC	LLC	46-1140322	100% Owned by HHH Holdings, LLC - Citizens Restaurant and Kumi Restaurant, Mandalay Bay Hotel & Casino - Agreement Termed Feb 2019
Rev Management LLC	LLC	26-3724122	100% Owned by HHH Holdings, LLC - Revolution Lounge, Mirage Resort & Casino - Closed Operations
Yellowtail Restaurant LLC	LLC	26-0813874	100% Owned by HHH Holdings, LLC - Yellowtail Restaurant, Bellagio Resort & Casino
YTLA Management LLC	LLC	32-0447262	YTLA Restaurant, 8768 W. Sunset Blvd., W. Hollywood, CA 90069 - Closed Operations
Mac Shack Summerlin, LLC	LLC	46-0983142	Mac Shack Restaurant, 8975 W. Charleston Blvd., Suite 140, Las Vegas, NV 89117 - No active involvement in its mgmt or operation
Mac Shack, LLC	LLC	27-0265682	Restaurant, 8680 Warm Springs Road, Suite 100, Las Vegas, NV 89148 - Closed Operations
DDD Holdings, LLC	LLC	26-2355293	100% Owned by TLG Acquisition - Intermediate Holding Company
HHH Holdings, LLC	LLC	26-2355054	100% Owned by TLG Acquisition - Intermediate Holding Company
MC Steak LLC	LLC	26-1476827	Active LLC - No Activity
Hakkasan Texas Holdings, LLC	LLC	81-0811126	100% owned by Hakkasan Holdings, LLC - Holding Company
Yauatcha Houston, LLC	LLC	47-5218689	100% Owned by Hakkasan Texas Holdings, LLC - Yauatcha Houston Restaurant (Opened March 29, 2017)
Yauatcha Waikiki, LLC	LLC	81-0996752	100% Owned by Hakkasan Holdings, LLC - Yauatcha Waikiki Restaurant, Honolulu, HI (Opened February 15, 2017)
Waikiki Eats, LLC	LLC	81-2635943	100% Owned by H-FSD Holdings, LLC Herringbone Waikiki - Restaurant (Opened August 2, 2017)
755 Tacos, LLC - Delete 6/20/18 - Sold	LLC	61-1782131	100% owned by Cosmo Entertainment, LLC - Nightclub opened 8/24/17; Restaurant opened 9/25/17
Blind Dragon Franchising, LLC - Delete 6/20/18 - Sold	LLC	35-2553227	100% owned by Cosmo Entertainment, LLC
Change the Channel, LLC (Add effective 4/1/16) - Delete 6/20/18 - Sold	LLC	32-4094305	20% owned by Cosmo Entertainment, LLC; 18.6047% owned by CELW, LLC - opening Mason restaurant in Santa Monica, CA in 2018
Mason Chicago, LLC (Add effective 5/15/16) - Delete 6/20/18 - Sold	LLC	37-1826546	100% Owned by Cosmo Entertainment, LLC - Scheduled to open March 2018
Mason SF, LLC (Add effective 5/15/16) - Delete 6/20/18 - Sold	LLC	37-1826578	100% Owned by Cosmo Entertainment, LLC - Scheduled to open 2019
Sab BBQ, LLC - Delete 6/20/18 - Sold	LLC	30-0943513	9.5% Owned by Hakkasan Holdings, LLC - Scheduled to open 2019
CELW, LLC	LLC	36-4870645	95% Owned by Cosmo Entertainment - Currently no activity - Sold 6/20/18
Level Up, LLC	LLC	37-1844150	100% Owned by Hakkasan Holdings, LLC Currently no activity
Level Up 2, LLC	LLC	81-4718564	100% Owned by Hakkasan Holdings, LLC - Lounge opened December 29, 2016
Sunset Hotel F&B, LLC	LLC	38-4054229	100% Owned by Cosmo Entertainment - Opening May 2018 - Sold 6/20/18

*Individual Partnership Subchapter "S"

Corporation Corporation Joint Venture

Other: LLC (Limited Liability Company)

Hakkasan USA, Inc. - Schedule of Locations

Location Schedule

Effective 04/01/2019 - 04/01/2020

Prepared: January 20, 2019

LOC. #	STREET ADDRESS	STREET	CITY	STATE	ZIP	COMMENTS
1	Corporate Office: corporate offices for Hakkasan USA, Inc., and all affiliated owned or managed entities	6385	S. Rainbow Blvd, Suite 800	NV	89118	
4	Touch, LLC dba Omnia Nightclub (Caesars Palace)	3570	S Las Vegas Blvd	NV	89109	Nightclub - Caesars Palace
5	NMP Holding, LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Holding Company
9	Lion Bar, LLC (Manager of Wet Republic)	3799	S Las Vegas Blvd	NV	89109	Management Agreement - MGM Grand Hotel
14	Hakkasan LV, LLC	3799	S Las Vegas Blvd	NV	89109	Nightclub/Restaurant - MGM Grand Hotel
15	Hakkasan NYC, LLC	311	W 43rd Street, Suite 203	NY	10036	Restaurant/Tavern - New York City, NY
16	Hakkasan SF, LLC	1	Kearny Street	CA	94108	Restaurant/Tavern - San Francisco, CA
19	6th and Island Investments, LLC	454	6th Ave	CA	92101	Omnia Nightclub - San Diego, CA
21	7th & C Investments, LLC	611	5th Ave	CA	92101	Restaurant - Searsucker San Diego - San Diego, CA
22	Ei Camino Hospitality, LLC	12995	Ei Camino Real	CA	92130	Restaurant - Searsucker Del Mar - Del Mar, CA
23	LJ Eats, LLC	7837	Herschel Ave	CA	92037	Restaurant - Herringbone La Jolla - La Jolla, CA
24	Sunset Eats, LLC	8440	Sunset Blvd	CA	90069	Restaurant - Ivory at Sunset - West Hollywood, CA - Closed 6/23/18
25	Las Vegas Eats, LLC	3570	S Las Vegas Blvd	NV	89109	Restaurant - Searsucker Las Vegas - Caesars Palace, Las Vegas, NV
26	Santa Monica Eats, LLC	1755	Ocean Avenue	CA	90401	Restaurant - Herringbone Santa Monica - Santa Monica, CA
27	Venue Driver, LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Ticketing Business
32	Hakkasan Holdings, LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Holding Company
33	Hakkasan Fabric-Stingaree Holding, LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Holding Company
34	H-FSD Holding, LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Holding Company
35	Hakkasan Texas Holdings, LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Holding Company
40	58th Street Venture (IP), LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Holding Company - No Activity
41	58th Street Venture, LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Holding Company - No Activity
42	FDR Management, LLC	6385	S. Rainbow Blvd, Suite 800	NV	89118	Holding Company - Corporate - No Activity
43	BNC Entertainment LLC	3600	Las Vegas Blvd. South	NV	89109	The Bank Nightclub, Bellagio - Las Vegas, NV
44	CBL Management LLC	3600	Las Vegas Blvd. South	NV	89109	Lily Lounge, Bellagio - Las Vegas, NV
47	Bijou, LLC	3730	Las Vegas Blvd. South	NV	89158	Jewel Nightclub - ARIA opening 4/1/16 - Las Vegas, NV
48	HBLV Eats, LLC	3730	Las Vegas Blvd. South	NV	89158	Restaurant - Herringbone Las Vegas - ARIA - Las Vegas, NV
49	Bare Pool Management, LLC	3400	Las Vegas Blvd. South	NV	89109	Bare Swimming Pool, Mirage - Las Vegas, NV - Agreement Termed Jan 2019
50	City Lounge LLC	3730	Las Vegas Blvd. South	NV	89158	Liquid Pool/Restaurant, ARIA - Las Vegas, NV
51	City Club, LLC	3730	Las Vegas Blvd. South	NV	89158	pka Haze - Closed 2015

Hakkasan USA, Inc. - Schedule of Locations

Location Schedule

Effective 04/01/2019 - 04/01/2020

Prepared: January 20, 2019

LOC. #	STREET ADDRESS	STREET	CITY	STATE	ZIP	COMMENTS
53	Cranberry Restaurant LLC	3400	Las Vegas	NV	89109	Stack Restaurant, Mirage - Las Vegas, NV
54	Dancing Monkey LLC	3400	Las Vegas	NV	89109	1 Oak Nightclub, Mirage - Las Vegas, NV
57	Fix Management LLC	3600	Las Vegas	NV	89109	Fix Restaurant, Bellagio - Las Vegas, NV
59	LG BI LLC	3730	Las Vegas	NV	89158	Alibi Lounge, ARIA - Las Vegas, NV
60	The Light Group LLC	6385	Las Vegas	NV	89118	Holding Company - Corporate
62	MB/RS Venues LLC	3950	Las Vegas	NV	89109	Red Square Restaurant, Mandalay Bay - Las Vegas, NV - Agreement Terminated Feb 2019
63	MB Venues LLC	3950	Las Vegas	NV	89109	Citizens & Kumi Restaurants, Mandalay Bay - Las Vegas, NV - Agreement Terminated Feb 2019
65	Yellowtail Restaurant LLC	3600	Las Vegas	NV	89109	Yellowtail Restaurant, Bellagio
68	Gladiator Bar, LLC	3570	Las Vegas	NV	89109	Vista Lounge, Caesars Palace - Las Vegas, NV Contract terminated Oct 6, 2017
69	Hakkasan Texas Holdings, LLC	5045	Houston	TX	77056	Holding Company
70	Yauatcha Houston, LLC	5045	Houston	TX	77056	Restaurant - Yauatcha Houston - Houston, TX (Opened Mar 29, 2017)
71	Yauatcha Waikiki, LLC	2330	Honolulu	HI	96815	Restaurant - Yauatcha Waikiki - Honolulu, HI (Opened Feb 2017) Closed August 31, 2018
72	Warehouse	4425	Las Vegas	NV	89103	Storage Warehouse
76	Level Up 2, LLC	3799	Las Vegas	NV	89109	Lounge - MGM Grand Hotel
82	Waikiki Eats, LLC	2330	Honolulu	HI	96815	Herringbone Waikiki - Opened August 2, 2017
83	AMG Management, LLC	6385	Las Vegas	NV	89118	No Activity - effective 4/12/17
84	DDD Holdings, LLC	6385	Las Vegas	NV	89118	100% Owned by Hakkasan Holdings, LLC - Holding Company
85	HHH Holdings, LLC	6385	Las Vegas	NV	89118	100% Owned by Hakkasan Holdings, LLC - Holding Company
86	NLDL Holdings, LLC	6385	Las Vegas	NV	89118	100% Owned by Hakkasan Holdings, LLC - Holding Company
87	TLG Acquisition, LLC	6385	Las Vegas	NV	89118	100% Owned by Hakkasan Holdings, LLC - Holding Company

PROPERTY	EXPIRING	2019 RENEWAL	2019 RENEWAL
Carrier	Travelers Property Casualty Co. of America	Travelers Property Casualty Co. of America	Endurance/Sompo
Writing Paper/Company	Travelers Property Casualty Co. of America	Travelers Property Casualty Co. of America	Endurance American Specialty Insurance Company (SOMPO)
AM Best Rating	A++ XV	A++ XV	A+ XV
Admitted/Non-Admitted	Admitted	Admitted	Non-Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020	4/1/2018 - 4/1/2019
COVERAGE			
Form	Special Form	Special Form	Special Form
Valuation	Replacement Cost	Replacement Cost	Replacement Cost
Co-Insurance	None	None	None
VALUES			
Real Property/Building Values	\$273,117,300	\$238,317,600	\$238,317,600
Personal Property/Content Values	\$69,251,656	\$56,038,500	\$56,038,500
Business Interruption/Extra Expense Values	\$106,748,905	\$61,819,600	\$61,819,600
Total Insurable Values	\$449,117,861	\$356,175,700	\$356,175,700
FINE ARTS	\$40,000	\$40,000	\$40,000
FIRE/LOSS LIMIT	\$449,117,861	\$356,175,700	\$350,000,000
BUILDERS RISK LIMITS			
5045 Westheimer Rd, Houston TX	\$5,750,000	\$4,579,900	\$10,000,000
2330 Kalakaua Ave, Honolulu, HI	\$6,592,000	\$4,511,400	Included Above
Soft Costs	\$2,500,000	\$2,500,000	Included Above
SUBLIMITS			
Electronic Data Processing Equipment and Media	\$5,000,000	\$5,000,000	\$5,000,000
Accounts Receivable	\$5,000,000	\$5,000,000	\$10,000,000
Valuable Papers	\$5,000,000	\$5,000,000	\$10,000,000
Fine Arts	\$500,000	\$500,000	\$1,500,000
Subject to Maximum Per Item	\$25,000	\$25,000	\$25,000
Newly Acquired/Constructed Property, at any one building, for 180 days	\$5,000,000	\$5,000,000	\$10,000,000
Outdoor Property including Debris Removal	\$500,000	\$500,000	\$500,000
Trees, Shrubs and Plants Max Per Item	\$2,500	\$2,500	No max per item
Property at Undescribed Premises	\$1,000,000	\$1,000,000	\$10,000,000
Covered Property In Transit	\$500,000	\$500,000	\$1,500,000
Debris Removal	Incl. with outdoor property	Incl. with outdoor property	\$25,000,000
Pollution Clean-Up Aggregate in any one policy year	\$100,000	\$100,000	\$1,000,000
Claim Data Expense	\$100,000	\$100,000	\$500,000
Ordinance or Law:			
Loss to the Undamaged Portion	\$5,000,000	\$5,000,000	Policy Limit
Demolition	Included	Included	\$10,000,000
Increased Cost of Construction	Included	Included	\$10,000,000
Earthquake Sprinkler Leakage	\$100,000,000	\$100,000,000	\$50,000,000
Earthquake, Volcanic Eruption, Landslide & Mine Subsidence:			
Occurring in Alaska, Hawaii or Puerto Rico	Not Covered	\$2,500,000	\$5,000,000
Occurring in California	\$5,000,000	\$5,000,000	\$5,000,000
Occurring in Counties Identified as High & Moderate Hazard Counties as per MS C6 09	Not Covered	Not Covered	Not Covered
Occurring in Covered Territory Other Than Above	\$5,000,000	\$5,000,000	\$10,000,000
Flood	\$5,000,000	\$5,000,000	\$10,000,000
Occurring in Flood Zone A or V	Not Covered	Not Covered	\$5,000,000
Named Storm/High Hazard Windstorm	Policy Limit	Policy Limit	Policy Limit
Boiler and Machinery (Insured's Locations only):			
All coverages combined - maximum	\$100,000,000	\$100,000,000	\$150,000,000
Property Damage, Business Income and Extra Expense	Included	Included	Included

PROPERTY Carrier	EXPIRING Travelers Property Casualty Co. of America	2019 RENEWAL Travelers Property Casualty Co. of America	2019 RENEWAL Endurance/Sompo
Hazardous Substance - Ammonia Contamination	\$250,000	\$250,000	\$1,000,000
Hazardous Substance - Any other substance	\$250,000	\$250,000	\$1,000,000
Water Damage, in any one accident	\$250,000	\$250,000	Included
Consequential Damage, in any one accident	\$250,000	\$250,000	\$1,000,000 for Spoilage
Expediting Expenses	\$500,000	\$500,000	\$1,000,000 for Spoilage
Limited "Fungus," Wet Rot, Dry Rot and Bacteria Coverage:			
Direct Damage - Annual Aggregate	\$100,000	\$100,000	\$250,000
Business Income, Rental Value and Extra Expense	30 days	30 days	Included above
Errors & Omissions	\$1,000,000	\$1,000,000	\$10,000,000
Utility Services Combined Direct Damage & Time Element including Boiler & Machinery	\$1,000,000	\$1,000,000	\$10,000,000
SUBLIMITS - TIME ELEMENT			
At all Insured Locations	\$106,748,905	\$61,819,600	Included in policy limit
Rental Value	Included above	Included above	Included in policy limit
Ordinary Payroll	60 days	60 days	90 days
Extended Business Income or Rental Value	90 days	90 days	365 days
Civil Authority	30 days	30 days	30 days
Dependent Property	\$250,000	\$250,000	\$5,000,000
Ordinance or Law - Increased Period of Restoration	\$250,000	\$250,000	\$10,000,000
Newly Acquired Locations (180 Days)	\$500,000	\$500,000	\$5,000,000
Claim Data	\$25,000	\$25,000	\$500,000
Extra Expense - Limited in any one occurrence	\$5,000,000	\$5,000,000	\$10,000,000
Leasehold Interest, in any one occurrence	\$1,000,000	\$1,000,000	Included in BI/TE limit
Civil Authority	30 days	30 days	30 days
Ordinance or Law - Increased Period of Restoration	\$50,000	\$50,000	\$10,000,000
Newly Acquired Locations (180 Days)	\$50,000	\$50,000	\$5,000,000
Claim Data	\$25,000	\$25,000	\$500,000
Ingress and Egress	\$1,000,000	\$1,000,000	Included in BI/TE limit
Ingress and Egress – Number of Miles	1	1	No mileage restriction
Ingress and Egress – Number of Consecutive Days	30 days	30 days	30 days
DEDUCTIBLES			
Each Occurrence, except for the following:	\$10,000	\$25,000	\$25,000
Business Income and Extra Expense Waiting Period (Includes Boiler & Machinery, Utility Services)	24 Hours	24 Hours	24 Hours
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence:			
California	5% per unit / \$250,000	5% per unit / \$250,000	5% per unit / \$100,000
Except California	\$100,000	\$100,000	\$100,000
Flood	\$100,000	\$100,000	\$50,000
Flood Occurring in Zone A or V	Not Covered	Not Covered	\$500,000
High Hazard Wind/ Tier 1 Named Storm as defined in the policy form (including Houston & Honolulu)	5% per unit / \$250,000	5% per unit / \$250,000	5% per unit / \$100,000
Moderate Hazard Wind/Tier 2 Named Storm as defined in the policy form (no currently scheduled locations apply)	\$100,000	\$100,000	2% per unit / \$100,000
Windstorm at all other locations	\$100,000	\$100,000	\$10,000
ENDORSEMENTS & EXTENSIONS			
State Mandatory Endorsements	Included	Included	Not applicable (non-admitted form)
120 Days Notice of Cancellation/Non Renewal Provided, 10 Days for Nonpayment of Premium	Included	Included	Included
Cap on Losses from Certified Acts of Terrorism	Included	Included	Included
Blanket Loss Payable Provisions, as required by written contract	Included	Included	Included
Policy shall include all jurisdictional inspections	Included	Included	Included
Coverage for Terrorism Included	Included	Included	Included
EXCLUSIONS INCLUDING BUT NOT LIMITED TO			

Hakkasan USA, Inc.

PROPERTY	EXPIRING	2019 RENEWAL	2019 RENEWAL
Carrier	Travelers Property Casualty Co. of America	Travelers Property Casualty Co. of America	Endurance/Sompo
Nuclear Energy Liability Exclusion	Excluded	Excluded	Excluded
Earthquake, Volcanic Eruption, Landslide & Mine Subsidence - Alaska, Hawaii, Puerto Rico, High and Moderate Hazard Counties Excluded	Sublimited cover for CA/HI	Sublimited cover for CA/HI	Sublimited cover for all states
Flood Zones A or V Excluded	Excluded	Excluded	Includes sublimited cover
Nuclear Hazard, War, Military Action, Electronic Vandalism, and Pathogenic or Poisonous Biological or Chemical Materials Exclusion	Excluded	Excluded	Excluded
Virus or Bacteria Exclusion	Excluded	Excluded	No exclusion
Certain Computer Related Losses Due to Dates or Time Exclusion	Excluded	Excluded	Excluded

Carrier	Travelers Proposed 2019-2020	Sompo Proposed 2019-2020
Physical Damage Limit	\$294,356,100	USD 350,000,000 per occurrence
Business Income Limit	\$61,819,600	Included in Limit Above
Total Policy Limit	\$356,215,700 (based on total insurable values)	USD 350,000,000 per occurrence
CAT Peril Sublimits		
Earthquake, Volcanic Eruption, Landslide, Mine Subsidence	\$5,000,000 for Locations in CA \$2,500,000 for Locations in HI \$5,000,000 for All Other Locations not otherwise excluded (AK, PR, Pacific Northwest/New Madrid are excluded)	\$5,000,000 for Locations in CA and HI \$10,000,000 for All Other Locations not otherwise excluded (Pacific Northwest & New Madrid are excluded) (\$2.5M max for unnamed/unscheduled and newly acquired locations)
Earthquake Sprinkler Leakage	\$100,000,000	\$ 50,000,000 (Need to clarify)
Flood	\$5,000,000 for non-critical locations (Critical or SFHA locations are excluded)	\$10,000,000 for non-critical locations \$5,000,000 for critical or SFHA locations
Named Storm	Policy Limit	Policy Limit
Other Policy Sublimits		
Accounts Receivable	\$5,000,000 (cyber perils are excluded)	\$10,000,000 Cyber Perils TBD
Brands and Labels Expense		\$5,000,000
Builders Risk/Course of Construction	Specified coverage only: 5045 Westheimer Road, Houston, TX 2330 Kalakaua Ave., Honolulu, HI	\$10,000,000
Builders Risk for Property at Temporary Storage Location	\$100,000	Included in above Builders Risk/Course of Construction limit
Builders Risk for Property in Transit	\$100,000	Included in above Builders Risk/Course of Construction limit
Claim Data Expense	\$100,000	\$500,000 under professional fees
Contingent Time Element	\$250,000	\$5,000,000
Covered Property at Undescribed Premises/Miscellaneous Unnamed Location	\$1,000,000 for premises not owned, leased or regularly operated by Named Insured	\$5,000,000 for any property not scheduled or reported on the statement of values
Covered Property in Transit	\$500,000	\$1,500,000
Crisis Management	No coverage provided	\$1,500,000 maximum (time element coverage triggered when access/operations are restricted due to violent crime, death or bodily injury)
Debris Removal	25% in any one occurrence : a) 25% of the sum of the amount paid for Covered property Loss and the applicable deductible. B) Additional Debris Removal Expense \$ 1,000,000	\$25,000,000
Decontamination Expense		\$2,500,000
Deferred Payments		
Downzoning Coverage	20	

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Carrier	Travelers Proposed 2019-2020	Sompo Proposed 2019-2020
Electronic Data Processing Equipment, Data and Media	Non-Physical Damage/Cyber/Virus is excluded \$5,000,000 for Physical Damage	\$10,000,000 for Physical Damage TBD for non-physical/cyber/virus attack
Errors & Omissions	\$1,000,000	\$10,000,000
Expediting Expenses	No coverage provided	\$5,000,000
Exhibition, Exposition, Fair or Trade Show		\$500,000
Fine Arts	\$500,000 / \$25,000 max per item	\$1,500,000 / \$250,000 max per item
Ingress/Egress	30 Days / \$1,000,000 max (1 mile)	30 Days
Leasehold Interest	\$1,000,000	Policy Limit
Limited Fungus, Wet Rot, Dry Rot	\$100,000 for Physical Damage 30 Days for BI, Rental Income, Extra Expense	\$ 50,000 Annual aggregate
Lost Key Consequential Damage		\$2,500,000
Newly Constructed/Acquired Property	\$5,000,000 / 180-Day Reporting Period	\$10,000,000
Ordinance or Law	Undamaged Portion - \$5,000,000 Demolition - Included Above Increased Cost/Construction - Included Above	Undamaged Portion - \$350,000,000 Demolition - \$10,000,000 Increased Cost/Construction - \$10,000,000
Trees, Shrubs and Plants	\$ 500,000 / \$2,500 max per item for landscaping, trees, shrubs, plants (only if physical damage results from fire, lightning, explosion, riot/civil commotion, vandalism, vehicle impact)	Policy Limit for outdoor property if located within 1,000 of insured premises \$100,000 for trees, shrub, plants (Named perils)
Pollutant Cleanup and Removal	\$100,000	1,000,000 in the aggregate
Soft Costs	\$2,500,000 only for specified projects in Houston and Honolulu	Included in above Builders Risk/Course of Construction limit
Service Interruption	\$1,000,000 for PD/TE combined, including B&M	\$10,000,000 for PD/TE combined
Tenant Move Back Costs		\$2,500,000
Valuable Papers	\$5,000,000	\$10,000,000
BI - Ordinary Payroll	60 Days	90 Days
BI - Dependent Property	\$250,000	Contingent time element sublimit applies - \$5,000,000
BI - Ordinance or Law - Increased Period of Restoration	\$250,000	Included in physical damage limits for law & ordinance
BI - Newly Acquired Locations	\$500,000 / 180-Day Reporting Period	Included in newly acquired locations limit
BI - Claim Data Expense	\$25,000	\$500,000 under professional fees
Extra Expense	\$5,000,000	\$10,000,000
Extra Expense - Increased Period of Restoration	\$50,000	Included above
Extra Expense - Newly Acquired Locations	\$50,000 / 180-Day Reporting Period	Included above
Extra Expense - Claim Data	\$25,000	\$500,000 under professional fees
Boiler & Machinery - All Coverages Policy Limit	\$100,000,000	\$100,000,000
Boiler & Machinery - Physical Damage	Included above	Included above
Boiler & Machinery - Business Income/Rental Value	Included above	Included above
Boiler & Machinery - Leasehold Interest	Included above	In
Boiler & Machinery - Expediting Expenses	\$500,000	

Carrier	Travelers Proposed 2019-2020	Sompo Proposed 2019-2020
Boiler & Machinery Other Sublimits	\$250,000 - Ammonia Contamination \$250,000 - Any Other Substance \$250,000 - Water Damage \$250,000 - Consequential Damage/Perishable	\$10,000,000 - Demo/ICC \$1,000,000 - Hazardous Substances \$1,000,000 - Perishable Goods
Time Limits		
Civil Authority	30 Days / 72 Hour Waiting Period	30 Days
Extended Period of Indemnity	90 Days	365 Days
Ingress/Egress	30 Days / \$1,000,000 max / 1 mile restriction	30 Days
Newly Acquired Locations	180 Days / \$5,000,000 If not reported	180 Days / \$10,000,000 If not reported within 120 days, newly acquired location will be covered under miscellaneous unnamed property (sublimit of \$5M)
Ordinary Payroll	60 Days	90 Days
Deductibles		
All Other Losses including Boiler & Machinery	\$25,000	\$25,000
Boiler and Machinery	\$25,000	\$ 25,000, except 5% for Perishable Goods where the loss occurred, subject to a minimum of \$ 25,000 per occurrence
Earthquake Sprinkler Leakage	5% per unit, \$250,000 min	\$25,000
Water Damage	\$10,000	\$25,000
Business Interruption/Time Element	24 Hours (i.e. first 24 hours are not recoverable, so actual deductible can vary)	24 Hours (i.e. first 24 hours are not recoverable, so actual deductible can vary)
Earthquake, Volcanic Eruption, Landslide and Subsidence	5% per unit, \$250,000 min (California & Hawaii) \$100,000 (all other locations not otherwise excluded)	5% per unit, \$100,000 min (California & Hawaii) \$100,000 (all other locations not otherwise excluded)
Flood	\$100,000 for non-critical locations (critical/SFHA locations are excluded)	\$500,000 for critical/SFHA locations \$50,000 for all other locations
Windstorm	5% per unit, \$250,000 at company defined high hazard wind areas \$100,000 at all other locations	5% of TIV, \$100k min at company defined Tier 1 wind zones 2% of TIV, \$100k min at company defined Tier 2 wind zones \$10,000 at all other locations
Comments on Wording/Limit Restrictions and Exclusions		
Blanket Limits	Separate blanket limits are specified for Physical Damage and Business Interruption	Physical Damage and Business Interruption share a single/combined blanket limit

Carrier	Travelers Proposed 2019-2020	Sompo Proposed 2019-2020
CAT Deductibles	Percentage deductible for Named Storm and Earth Movement is calculated on a per unit basis, which bifurcates the deductible between real, personal & business interruption values	Percentage deductible for Named Storm and Earth Movement is calculated on a per unit basis, which bifurcates the deductible between real, personal & business interruption values
Cyber Perils	No coverage currently provided	No coverage currently provided
Earth Movement Deductible Trigger	CAT/percentage deductible does not apply to ensuing fire or explosion (standard AOP deductible will apply), but will apply to ensuing sprinkler leakage	CAT/percentage deductible does not apply to ensuing fire, sprinkler leakage or explosion (standard AOP deductible will apply)
Earth Movement Definition	168 Hours	168 Hours
Earth Movement vs. Flood	Tsunami is included in flood definition and subject to standard flood deductibles	Tsunami is included in flood definition and subject to standard flood deductibles
Earth Movement/Earthquake Sprinkler Leakage Expenses Restriction	Aggregate sum of all expenses incurred in any one policy year are limited to \$250,000	Specified limit for Earth Movement or Earthquake Sprinkler Leakage would apply to incurred expenses
Vacancy Provision	If property is determined to be vacant for more than 60 consecutive days, coverage for the following perils is excluded: vandalism, sprinkler leakage, glass breakage, water damage, theft.	No vacancy exclusions apply if property maintains fire protection, alarm and security services and written notice is provided to the carrier prior to the 120th day of cessation/unoccupancy. If property is declared vacant and the above terms are not met, coverage is excluded. Company will consider scheduling vacant properties on a case-by-case basis.

	Travelers Bound 2007-08	Travelers Bound 2008-09	Travelers Bound 2009-10	Travelers Bound 2010-11	Travelers Bound 2011-12	Travelers Bound 2012-13	Travelers Bound 2013-14	Travelers Bound 2014-15	Travelers Bound 2015-16	Travelers Bound 2016-17	Travelers Bound 2017-18	Travelers Bound 2019-2020	Travelers Proposed 2019- 2020 based on 10k AOP	Travelers Proposed 2019- 2020 based on USD 25k AOP	Sompo Proposed 2019-2020 based on USD 25k AOP
Property Program	Total Insurable Values:	\$45,507,591	\$90,870,063	\$79,492,175	\$77,421,441	\$82,421,441	\$101,549,305	\$126,067,358	\$317,814,170	\$402,484,327	\$404,037,334	\$429,632,919	\$356,215,700	\$356,215,700	\$356,215,700
	Total Insurable Values YoY:	n/a	99.68%	-12.52%	-2.60%	6.46%	23.21%	24.14%	152.10%	26.64%	0.39%	-4.34%	-17.08%	-17.08%	-17.09%
	Premium (before Taxes/Fees):	\$183,511	\$260,486	\$124,000	\$120,700	\$121,950	\$124,999	\$264,900	\$481,071	\$381,000	\$368,440	\$418,742	\$443,219	\$397,809	\$325,000
	Composite Rate:	0.4033	0.2867	0.1560	0.1559	0.1480	0.1231	0.2101	0.1514	0.0947	0.0912	0.0975	0.1244	0.1117	0.0912
	Rate Year-over-Year:	n/a	-28.91%	-45.58%	-0.06%	-5.09%	-16.81%	70.71%	-27.96%	-37.46%	-3.67%	5.00%	27.59%	15.00%	-1.71%
	Costs Year-over-Year:	n/a	\$ 76,975	\$ (136,486)	\$ (3,300)	\$ 1,250	\$ 3,049	\$ 139,901	\$ 216,171	\$ (100,071)	\$ (12,560)	\$ 1,853	\$ 24,477	\$ (520,933)	\$ (591,889)
	Commission:	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%

*Additional taxes & fees may be applicable.

Loc #	Order	Bldg #	Street	City	State	Zip	Casino	Building	Improvements	Contents	B/E/E	Soft Cost	Hard Cost	Total Values	Construction #	Class	Yr Built	# Stories	Sq Ft	Sprink?
63	44		404 14th Street	San Diego	CA	92101	No			62,000	-			62,000	Non-combustible	1	1993	4		Yes
60	41		3799 S Las Vegas Blvd	Las Vegas	NV	89109	MGM Grand		-	-	606,500	-	-	606,500	Rein concrete/steel	1	2016	3	8516	Yes
59	40		2250 Kalkreuth Ave #316	Honolulu	HI	96815	No		6,010,800	336,900	1,142,200	-	-	7,509,900	Type 1 Non Combustible		1960	3	10000	Yes
38	39		Wendover	Las Vegas	NV	89103	No		-	1,500,000	-	-	-	1,500,000	Non-combustible		2009	1	3736	Yes
37	38		4425 Kalkreuth Avenue	Las Vegas	NV	89103	Aria		-	10,000	1,411,700	-	-	1,421,700	Rein concrete/steel		2008	8		Yes
36	37		HHH Edits, LLC (Corporate Office)	Las Vegas	NV	89118	No		-	-	-	-	-	-	Steel/Reinforced Concrete		2008	8		Yes
35	36		3385 S Rainbow Blvd, Ste 800	Las Vegas	NV	89118	No		-	-	-	-	-	-	Steel/Reinforced Concrete		2008	8		Yes
34	35		TLC Equinox, LLC (Corporate Office)	Las Vegas	NV	89118	No		-	-	-	-	-	-	Steel/Reinforced Concrete		2008	8		Yes
33	34		3385 S Rainbow Blvd, Ste 800	Las Vegas	NV	89118	No		-	-	-	-	-	-	Steel/Reinforced Concrete		2008	8		Yes
32	33		Venue Diner, LLC (Corporate Office)	Houston	TX	77056	No		7,341,600	463,600	3,712,100	-	-	11,517,300	Type 2-B		2016	1	8432	Yes
31	32		Yelloland Restaurant LLC	Las Vegas	NV	89109	Belagio		-	10,000	2,568,700	-	-	2,578,700	Rein concrete/steel		2006	1	4330	Yes
49	31		Yellowtail Restaurant - Bellagio	Las Vegas	NV	89109	No		-	-	-	-	-	-	Rein concrete/steel		2014	1	10000	Yes
44	27		The Light Group LLC (Corporate Location)	Las Vegas	NV	89118	Aria		-	10,000	1,463,600	-	-	1,503,600	Rein concrete/steel		2014	1	2360	Yes
43	26		LG B LLC (Jill's Lounge - ARIA)	Las Vegas	NV	89109	Belagio		-	10,000	1,363,400	-	-	1,373,400	Rein concrete/steel		1989	1	4200	Yes
42	25		Fix Management LLC (Fix Restaurant - Bellagio)	Las Vegas	NV	89109	The Mirage		-	10,000	1,915,400	-	-	1,925,400	Rein concrete/steel		1989	1	16000	Yes
39	23		Dancing Monkey LLC (T Oak Nightclub - Mirage)	Las Vegas	NV	89109	The Mirage		-	10,000	1,027,000	-	-	1,037,000	Rein concrete/steel		1989	1	7000	Yes
38	22		Cranberry Restaurant LLC (Stack Restaurant - Mirage)	Las Vegas	NV	89109	Aria		-	10,000	1,010,900	-	-	1,020,900	Swimming pool		2009	1	16000	Yes
37	21		City Lounge LLC (Liquid Pool/Restaurant - ARIA)	Las Vegas	NV	89109	Aria		-	10,000	2,611,500	-	-	2,621,500	Rein concrete/steel		2009	2	25000	Yes
35	20		Biyou, LLC (Jewel Nightclub - ARIA)	Las Vegas	NV	89158	Belagio		-	10,000	758,700	-	-	768,700	Rein concrete/steel		1996	1	3393	Yes
33	19		CBL Management LLC (Lily Lounge - Bellagio)	Las Vegas	NV	89109	Belagio		-	10,000	1,752,700	-	-	1,762,700	Rein concrete/steel		1996	1	3393	Yes
26	13		Santa Monica Edits, LLC (Herrington Restaurant)	Las Vegas	NV	89109	No		2,990,100	622,200	1,258,200	-	-	6,001,000	Steel		1966	2	7429	Yes
24	12		Las Vegas Edits, LLC (Herrington Restaurant)	Las Vegas	NV	89109	Caesars Palace		4,456,700	1,210,500	1,068,800	-	-	6,150,700	Steel Frame/Masonry		1966	2	7429	Yes
23	11		Li Edits, LLC (Herrington LaJolla)	La Jolla	CA	92037	No	2,500,000	2,092,000	1,210,500	942,500	-	-	6,745,000	Masonry/Steel		1930	1	7574	Yes
22	10		El Camino Hospitality, LLC (Seasucker)	San Diego	CA	92101	No		1,315,900	1,653,600	951,600	-	-	3,921,100	JM		1991	1	6034	Yes
21	9		7th & C Investments, LLC (Seasucker)	San Diego	CA	92101	No		1,114,200	1,044,300	1,984,400	-	-	4,142,900	JM		1987/1994	3	8500	Yes
19	7		6th & Island Investments, LLC (Omnia Nightclub)	San Diego	CA	92101	No		11,027,900	2,096,200	2,084,900	-	-	15,209,000	Concrete/Steel		2018	2	13176	Yes
16	6		Hakkasan SF, LLC	San Francisco	CA	94108	No		10,606,000	1,555,500	2,269,500	-	-	14,431,000	Rein concrete/steel		2009	3	10468	Yes
15	5		Hakkasan NYC, LLC	NYC	NY	10006	No		16,505,000	3,495,100	2,020,200	-	-	22,020,300	Rein concrete/steel		1925	3	13000	Yes
13	4		Hakkasan LV, LLC	Las Vegas	NV	89109	MGM Grand		110,161,000	16,263,100	7,096,000	-	-	133,510,100	Rein concrete/steel		1993	4		Yes
10	3		Lion Bar, LLC (Manager Wet Republic)	Las Vegas	NV	89109	MGM Grand		N/A	N/A	5,009,900	-	-	5,009,900	Swimming pool		1993	1	55112	Yes
4	2		Touch, LLC (Omnia Nightclub-Caesars - Las Vegas)	Las Vegas	NV	89109	Caesars Palace		96,499,000	17,332,600	15,351,900	-	-	89,382,600	Steel Frame/Masonry		1966	3	50673	Yes
1	1		Corporate Office	Las Vegas	NV	89118	No	2,500,000	5,037,400	6,225,200	807,200	-	-	13,029,900	Steel/Reinforced Concrete		2008	8	53844	Yes
Total										50,038,500	61,619,600	-	-	356,715,700						

Hakkasan USA, Inc.
 Fine Art Schedule
 Policy Period 4/1/19 to 4/1/20
 Prepared: 01/20/19

Description	Artist	Location	Approximate Value	Comments
Untitled	Keith Haring	Hakkasan Corporate Office 6385 S Rainbow Blvd, Ste 800 Las Vegas, NV 89118	\$15,000.00	8th Floor Security Hallway
Caviar	Thomas Schoos	Hakkasan Corporate Office 6385 S Rainbow Blvd, Ste 800 Las Vegas, NV 89118	\$25,000.00	7th Floor Lounge
		Total	\$40,000.00	

Hakkasan USA, Inc.

GENERAL LIABILITY	EXPIRING	RENEWAL	RENEWAL
Carrier	Navigators Specialty	Navigators Specialty	James River
Writing Paper/Company	Navigators Specialty	Navigators Specialty	James River Insurance Company
AM Best Rating	A XI	A XI	A X
Admitted/Non-Admitted	Non-Admitted	Non-Admitted	Non-Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020	4/1/2019 - 4/1/2020
<u>POLICY AGGREGATE</u>			
Policy Aggregate Cap	\$10,000,000	\$10,000,000	\$10,000,000
<u>GENERAL LIABILITY</u>			
Form	Occurrence	Occurrence	Occurrence
General Aggregate per Location	\$2,000,000	\$2,000,000	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000	\$2,000,000	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000	\$1,000,000	\$1,000,000
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
Damage to Premises Rented to You	\$1,000,000	\$1,000,000	\$1,000,000
Medical Expense (any one person)	Excluded	Excluded	Excluded
<u>EMPLOYEE BENEFITS LIABILITY</u>			
Form	Claims Made	Claims Made	Claims Made
Retro Active Date	2/11/04	2/11/04	2/11/04
Policy Aggregate	\$2,000,000	\$2,000,000	\$1,000,000
Each Employee	\$1,000,000	\$1,000,000	\$1,000,000
<u>LIQUOR LIABILITY</u>			
Form	Occurrence	Occurrence	Occurrence
Aggregate	\$4,000,000	\$4,000,000	\$2,000,000
Per Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
<u>SIR/DEDUCTIBLE</u>			
BI/PD Each Occurrence - Hakkasan Nightclubs	\$75,000	\$75,000	\$25,000 or \$100,000
BI/PD Each Occurrence – The Light Group Nightclubs	\$25,000	\$25,000	\$25,000 or \$100,000
BI/PD Each Occurrence Restaurants	\$10,000	\$10,000	\$25,000 or \$100,000
Employee Benefits Liability - Per Claim	\$1,000	\$1,000	\$1,000
<u>Endorsements & Extensions</u>			
Additional Insured Endorsement- Owners, Lessees Or Contractors - Scheduled Person or Organization	City of Austin, TX City of Beverly Hills, CA	City of Austin, TX City of Beverly Hills, CA	City of Austin, TX City of Beverly Hills, CA No, James River provides Additional Insured as Required by written contract
Additional Insured - Managers or Lessors of Premises – blanket as required by written contract	Included	Included	No, James River provides Additional Insured as Required by written contract
Additional Insured - Mortgagee, Assignee Or Receiver – blanket as required by written contract	Included	Included	No, James River provides Additional Insured as Required by written contract
Additional Insured - Designated Person or Organization – blanket as required by written contract	Included	Included	No, James River provides Additional Insured as Required by written contract
Additional Insured - Lessor of Leased Equipment – blanket as required by written contract	Included	Included	No, James River provides Additional Insured as Required by written contract
Additional Insured - Grantor of Licenses – blanket as required by written contract	Included	Included	No, James River provides Additional Insured as Required by written contract
Additional Insured - Political Subdivisions Permits or Authorizations - Nevada Department of Public Safety	Included	Included	Included

GENERAL LIABILITY	EXPIRING	RENEWAL	RENEWAL
Carrier	Navigators Specialty	Navigators Specialty	James River
Additional Insured as Required by Written Contract	No	No	Included
Aggregate Limits of Insurance (per location with policy cap) Endorsement	Included	Included	Included
Amendment of NPC 715 07 11 Endorsement - changes above NOC to 60 days	Included	Included	30 Days
Automatic Acquisition Endorsement with rate structure and 180 days to produce due diligence	Included	Included	Pending
Blanket Waiver of Subrogation Endorsement - Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.	Included	Included	Included
Bodily Injury Definition Amendatory - "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright, or death resulting from any of these at any time.	Included	Included	Pending
Broad Form Property Damage	Standard ISO Wording	Standard ISO Wording	Standard ISO Wording
Broad Named Insured Endorsement - to include, but not limited to, limited partnerships, general partnerships, affiliates and joint ventures	Included	Included	No
Cancellation Endorsement – 60 Day Notice of Cancellation/10 for nonpayment	Included	Included	Included
Choice of Law – Silent or Most Favorable Venue	Standard ISO Wording	Standard ISO Wording	Standard ISO Wording
Claim Reporting Procedures Endorsement	Included	Included	No
Defense Expenses – Outside Policy Limit / Inside SIR	Included	Included	Included
Definition of Employee Amendment Endorsement - Includes Leased and Temporary Workers	Included	Included	No, includes Leased Workers only
Exception to Pollution Exclusion for Heat, Smoke or Fumes from a Hostile Fire, Windstorm, Collapse, Collision, Upset and Overturn of mobile equipment, Vandalism, Malicious Mischief, Lightning, Explosion	Excluded, cover provided for certain equipment and hostile fire	Excluded, cover provided for certain equipment and hostile fire	Excluded, cover provided for certain equipment and hostile fire
Firearms – Silent	Included	Included	Included
Fireworks / Pyrotechnics – Silent	Included	Included	Included
Flying Objects – Silent	Included, Aircraft Excluded	Included, Aircraft Excluded	Included, Aircraft Excluded
Fungi or Bacteria – Coverage for fungi or bacteria that are, are on, or are contained in a good or product intended for bodily consumption.	Included	Included	Included
Intellectual Property Amendment Endorsement	Included	Included	No
Limitation of Coverage to Designated Premises	No	Included, with broadening wording	Included, no broadening wording included
Minimum Earned Premium and Premium Audit Endorsement - 25% Minimum Earned and 90% Minimum and Deposit Premium	90% at audit based on sales. If Insured sells locations during the policy term, a return premium of up to 15% is allowed, to be trued up per 90% Minimum & Deposit.	90% at audit based on sales. If Insured sells locations during the policy term, a return premium of up to 15% is allowed, to be trued up per 90% Minimum & Deposit.	90% Minimum Earned
Non-Owned Watercraft – up to 150 feet	No, less than 26 feet	No, less than 26 feet	No, less than 26 feet
Non-Pyramiding of Limits Endorsement	Included	Included	No
Notice of Cancellation to Additional Insured or Certificate Holder Endorsement – Blanket	Included	Included	No
Notice to Others Endorsement - Specific Parties - City of Austin - 505 Barton Springs Road, Suite 850, Austin, TX 78704	Included	Included	No
Notice and Knowledge of an Occurrence Endorsement - to Brandon Roos, General Counsel	Included	Included	Included
Premim Audit Conditions Amended Endorsement	No	No	Included
Premium Base Endorsement	No	No	Included
Primary and Non-Contributory Endorsement – blanket as required by written contract	Included	Included	Included
Products/Completed Operations Hazard Redefined Endorsement	Included	Included	Included
Punitive Damages – Silent	Included	Included	Included
Self-Insured Retention Endorsement- Claim Expenses Eroding The Retention Each Occurrence	Included	Included	Included

Hakkasan USA, Inc.

GENERAL LIABILITY Carrier	EXPIRING Navigators Specialty	RENEWAL Navigators Specialty	RENEWAL James River
Service of Suit Endorsement – Silent or Most Favorable Venue	Included	Included	Included, but no Most Favorable Venue wording
Specify Rate per venue type (Hakkasan Nightclubs, TLG Nightclubs, Restaurants)	Included	Included	No
State Mandatory Endorsements	Included	Included	Included
Unintentional Failure to Disclose Hazards	Silent	Silent	Silent
<u>EXCLUSIONS INCLUDING BUT NOT LIMITED TO</u>			
Access/Disclosure of Confidential or Personal Information Exclusion	No	No	Included
Acts of Discrimination Exclusion	No	No	Included
Asbestos Exclusion	Included	Included	Included
Arsenic Exclusion	Included	Included	No
Athletic or Sports Participants Exclusion	No	No	No
Certified Acts of Terrorism – If Rejected	Included	Included	Included
Continuous or Progressive Injury and Damage Exclusion	Included	Included	No
Cross Suits (Named Insured) Exclusion	Included	Included	Included
Cyber Injury Exclusion	Included	Included	No
Employment Practices Liability Exclusion	Included	Included	Included
Fiduciary Exclusion	No	No	Included
Fungi Or Bacteria (Mold) Exclusion	Included	Included	Included
Lead Exclusion	Included	Included	Included
Liquor Liability Exclusion	No	No	Included
Medical Payments Exclusion – Coverage C	Included	Included	Included
New Entities Exclusion	No	No	Included
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Included	Included	Included
Professional Liability Exclusion	No	No	Included
Recording and Distribution of Materials or Information in Violation of Law Exclusion	Included	Included	Included
Silica or Silica Related Exclusion	Included	Included	Included
Sulfates Exclusion	Included	Included	No
Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception	Included	Included	Included
U.S. Economic and Trade Sanctions (OFAC) Exclusion	Included	Included	Included
War Exclusion	Included	Included	Included

Prepared: February 27, 2019

Loc. #	Classification Description	Exposure Basis	Food	Liquor	Banquets	Retail/Other	Admissions	Mgmt Fees	Non Liquor Revenue	2019-20 Exp Sales **	2019-20 exp Area **	2019-20 exp Fee **	
1-Office 6385 Rainbow Blvd	OFFICE	Area								-	52,944	-	Closed 2014
2 - Coyote Ugly - NTRY - month to month 2014	BAR/TAVERN	Sales								-		-	Closed 2015
3 - Havana Bar Manager, LLC - Venus Pool	BAR/TAVERN	Sales											
4 - Touch, LLC - Omnia Las Vegas - Caesars	BAR/TAVERN	Sales	-	62,956,000	10,500,000	355,200	9,864,500			83,675,700		83,675,700	Agreement -
5 - Bahamas Bar, LLC dba Aura Nightclub	BAR/TAVERN	Fee								-		-	Closed 2014
6 - Hollywood Bar, LLC dba LAX - Luxor	BAR/TAVERN	Sales								-		-	No Activity
8 - BBQ Bar, LLC	OFFICE	Area								-	10,000	-	Closed April
9 - Warehouse - Aldebaran	Warehouse	Area								-		-	
10 - Ambience Bar, LLC dba Social House	RESTAURANT/BAR	Sales								-		-	Revel Close
13-Lion Bar, LLC - Wet Republic	BAR/TAVERN	Fee	1,532,500	40,330,100	875,000	-	4,767,700			47,525,300		47,525,300	Revel Close
17-AMG Boardwalk, LLC (Manager DEA Boardwalk)	BAR/TAVERN	Fee								-		-	Revel Close
17-AMG Boardwalk, LLC	BAR/TAVERN	Fee								-		-	No Activity
18-AMG Live, LLC	BAR/TAVERN	Fee								-		-	Revel Close
19-HMCLV, LLC	OFFICE	AREA								-		-	No Activity
20-IDEA Boardwalk, LLC (HQ Nightclub; The Social: The Beach)	BAR/TAVERN	Sales								-		-	No Activity
21-CSS Marketing, LLC (Included in Number 1)	OFFICE	AREA								-		-	
22 - Hakkasan LV, LLC - Restaurant	Restaurant/Bar/Tavern	Sales	4,181,000	2,024,000		9,000				6,214,000		6,214,000	
22 - Hakkasan LV, LLC - Nightclub	Restaurant/Bar/Tavern	Sales		47,514,500	6,500,000	162,600	5,012,300			59,189,400		59,189,400	
23 - Hakkasan NYC, LLC	Restaurant/Bar	Sales	6,304,900	2,752,800						9,057,700		9,057,700	
24 - Hakkasan SF, LLC	Restaurant/Bar	Sales	7,009,000	3,003,000						10,012,000		10,012,000	
25 - Hakkasan LA, LLC - Beverly Hills, CA	Restaurant/Bar	Sales								-		-	Closed 201
26 - J2 Enterprises, LLC - Boutique Restaurant - NYC	Restaurant/Bar	Sales								-		-	Sold Octob
Venue Driver, LLC	On-Line Ticketing Company	Sales								3,073,000		3,073,000	Ticket Sale
6th & Island Investments (Omnia, San Diego, CA)	BAR/TAVERN	Sales	234,900	9,429,800	1,300,000	115,400	970,600			12,050,700		12,050,700	Closed Jun
Searsucker Austin, LLC (Searsucker Beverage, LLC)	RESTAURANT/BAR	Sales	-	-	-	-	-			-		-	
7th & C Investments, LLC (Searsucker San Diego, CA)	RESTAURANT/BAR	Sales	4,585,500	3,024,800						7,610,300		7,610,300	
El Camino Hospitality, LLC (Searsucker Del Mar, CA)	RESTAURANT/BAR	Sales	2,172,500	1,203,800		2,700				3,379,000		3,379,000	
LT Eats, LLC (Herrington, La Jolla, CA)	RESTAURANT/BAR	Sales	3,470,300	2,112,800						5,583,100		5,583,100	
Sunset Eats, LLC (Ivory on Sunset)	RESTAURANT/BAR	Sales	-	-	-	-	-			-		-	Closed Aug
Las Vegas Eats, LLC (Searsucker Las Vegas, NV)	RESTAURANT/BAR	Sales	3,069,300	1,789,600		24,200				4,883,100		4,883,100	
Santa Monica Eats, LLC (Herrington Santa Monica)	RESTAURANT/BAR	Sales	3,195,300	2,033,600						5,229,100		5,229,100	
DBOJ, LLC (Botsey Belows, CA)	Nightclub	Sales	-	-	-	-	-			-		-	Interest Sol
West Beverly Group, LLC (The Peppermint Club, CA)	Nightclub	Sales	-	-	-	-	-			-		-	Interest Sol
Beverly Sherbourne, LLC (Dellah)	Restaurant/Supper Club	Sales	-	-	-	-	-			-		-	Interest Sol
Gladiator Bar, LLC dba Visia	Lounge	Sales	-	-	-	-	-			-		-	Terminated
BNC Entertainment LLC (The Bank Nightclub - Bellagio)	Nightclub	Sales/Fee	-	-	-	-	-			-		-	Closed Jun
CBL Management LLC (Lily Lounge - Bellagio)	Lounge	Sales/Fee	19,080	658,900	120,000	34,540	4,440			836,960		836,960	
City Bar LLC (The Deuce Lounge - ARIA)	NA	NA								-		-	Closed 201
Biyou, LLC (Jewel Nightclub - ARIA) - To reopen 4/1/16	Restaurant	Sales/Fee	554,700	13,327,700	5,800,000	2,076,100	1,007,200			22,765,700		22,765,700	Opened 4/1
HLV, LLC dba Herrington Las Vegas	Restaurant	Sales/Fee	1,295,640	602,020		10,440				1,908,100		1,908,100	
City Entertainment LLC	NA	NA								-		-	No Activity
City Lounge LLC (Liquid Pool/Restaurant - ARIA)	Pool/Restaurant	Sales/Fee	677,200	4,284,800	470,000	511,600	172,000			6,115,600		6,115,600	
Club Jungle Management LLC (Light Nightclub - Mandalay Bay)	NA	NA								-		-	Closed 201
Cranberry Restaurant LLC (Slack Restaurant - Mirage)	Restaurant	Sales/Fee	829,000	304,360		4,360				1,137,720		1,137,720	
Dancing Monkey LLC (Oak Nightclub - Mirage)	Nightclub	Sales/Fee		9,111,900	900,000	716,500	1,038,200			11,766,600		11,766,600	

Prepared: February 27, 2019

Loc. #	Classification Description	Exposure Basis	Food	Liquor	Banquets	Retail/Other	Admissions	Mgmt Fees	Non Liquor Revenue	2019-20 Exp Sales **	2019-20 exp Area **	2019-20 exp Fee **	
Bare Pool Management, LLC (Bare Pool, Restaurant, Bar - Mirage)	Pool/Restaurant/Bar	Sales/Fee	-	-	-	-	-	-	-	-	-	-	Agreement Closed 201
Diablo's Cantina LLC (Diablo's Restaurant - Monte Carlo)	NA	NA	-	-	-	-	-	-	-	-	-	-	Agreement Closed 201
Fix Management LLC (Fix Restaurant - Bellagio)	Restaurant	Sales/Fee	1,087,080	437,620	-	4,260	-	-	-	1,528,960	-	1,528,960	-
LG Blt LLC (Alibi Lounge -ARIA)	Lounge	Sales/Fee	8,160	1,393,680	80,000	(5,240)	-	-	-	1,476,600	-	1,476,600	-
The Light Group LLC (Corporate Location)	Office	Sales/Fee	-	-	-	-	-	-	-	-	-	-	-
MB BC Management LLC & MB-BC LLC (Owner)- (Daylight Pool & Restaurant - Mandalay Bay)	Pool & Restaurant	Sales/Fee	-	-	-	-	-	-	-	-	-	-	-
MBRS Venues LLC (Red Square Restaurant - Mandalay Bay)	Restaurant	Sales/Fee	-	-	-	-	-	-	-	-	-	-	Agreement
MB Venues LLC (Citizens Restaurant - Mandalay Bay)	Restaurant	Sales/Fee	-	-	-	-	-	-	-	-	-	-	Agreement
MB Venues LLC (Kumi Restaurant - Mandalay Bay)	Restaurant	Sales/Fee	-	-	-	-	-	-	-	-	-	-	Agreement
Rev Management LLC (Revolution Lounge - Mirage)	NA	NA	-	-	-	-	-	-	-	-	-	-	Agreement Closed 201
Yellowtail Restaurant LLC (Yellowtail Restaurant - Bellagio)	Restaurant	Sales/Fee	1,968,680	691,840	-	3,260	-	-	-	2,663,780	-	2,663,780	-
Cosmo Entertainment, LLC (Management/Consulting Agreements)	Nightclub Management	Sales/Fee	-	-	-	-	-	-	-	-	-	-	Interest Solt
Yauatcha Waikiki	Restaurant	Sales	-	-	-	-	-	-	-	-	-	-	Closed Aug
Yauatcha Houston	Restaurant	Sales	3,385,800	1,217,600	-	500	-	-	-	4,603,900	-	4,603,900	Opened Ma
Waikiki Eats, LLC	Restaurant	Sales	3,888,600	1,845,900	-	8,500	-	-	-	5,743,000	-	5,743,000	Opened Au
Lever Up 2, LLC (Level Up Lounge)	Lounge	Sales	-	3,972,000	319,000	103,800	-	-	-	4,394,800	-	4,394,800	Opened Dec
Change the Channel, LLC	Restaurant	Sales	-	-	-	-	-	-	-	-	-	-	Interest Solt
755 Tacos, LLC dba Le Petit Taqueria	Restaurant	Sales	-	-	-	-	-	-	-	-	-	-	Interest Solt
755 Tacos, LLC dba Poppy's	Nightclub	Sales	-	-	-	-	-	-	-	-	-	-	Interest Solt
Mason St, LLC	Restaurant	Sales/Fee	-	-	-	-	-	-	-	-	-	-	Interest Solt
Mason Chicago, LLC	Restaurant	Sales/Fee	-	-	-	-	-	-	-	-	-	-	Interest Solt
Slab BBQ, LLC	Restaurant	Sales	-	-	-	-	-	-	-	-	-	-	Interest Solt
Sunset Hotel F&B, LLC (The Rooftop at the Jeremy)	Restaurant/Lounge	Sales/Fee	-	-	-	-	-	-	-	-	-	-	Interest Solt
Hakkasan Holdings, LLC	Management Company	Sales	-	-	-	-	-	-	-	-	-	-	Interest Solt
Total			49,469,140	216,023,320	26,864,000	4,137,740	22,856,940	600,000	3,073,000	323,024,140	62,944	323,024,140	

Color Code Key:

Revenue:

Hakkasan Nightclubs	202,441,100
The Light Group Nightclubs	36,845,860
Restaurants	80,064,180
Management/Sales Fees	3,673,000
Total	323,024,140

AUTOMOBILE	EXPIRING	RENEWAL
Carrier	RLI Insurance Co.	RLI Insurance Co.
Writing Paper/Company	RLI Insurance Co.	RLI Insurance Co.
AM Best Rating	A+ X	A+ X
Admitted/Non-Admitted	Admitted	Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
<u>Symbols</u>		
Liability - Combined Single Limit	1	1
Personal Injury Protection	N/A	N/A
Medical Payments	2	2
Uninsured / Underinsured Motorist Liability	2	2
Physical Damage	2,8	2,8
<u>LIMITS OF LIABILITY</u>		
Liability - Combined Single Limit	\$1,000,000	\$1,000,000
Personal Injury Protection (PIP)	N/A	N/A
Medical Payments	\$5,000	\$5,000
Uninsured Motorist Liability	\$1,000,000	\$1,000,000
<u>GARAGEKEEPERS LEGAL LIABILITY</u>		
Each Occurrence / Aggregate	\$1,000,000	\$1,000,000
Deductible	\$100 per car, \$500 per occurrence	\$100 per car, \$500 per occurrence
<u>Hired Physical Damage</u>		
Limit	\$30,000	\$30,000
<u>PHYSICAL DAMAGE DEDUCTIBLES</u>		
Comprehensive	\$1,000	\$1,000
Collision	\$1,000	\$1,000
Hired Auto Comprehensive and Collision	\$1,000	\$1,000
<u>ENDORSEMENTS & EXTENSIONS</u>		
60 Day Notice of Cancellation/Non-Renewal	No, 90 Days	Included
Additional Insured Endorsement- blanket as required by written contract	Included	Included
Anti Stacking Endorsement	Included	Included
Employees as Insureds - while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.	Included	Included
Fellow Employee	Included	Included
Form Filing as Required: Form E, Form H, MCS 90	Excluded, Form E Only	No, request if needed
Hired Physical Damage Coverage Endorsement	Included	Included
Knowledge/Notice of Occurrence to Hakkasan Risk Management Department	Included	Not Included
Lessor Additional Insured / Loss Payee	Included	Included
Minimum Premium Endorsement - \$10,000	Included	Included
Named Insured Endorsement	Included	Included
Physical Damage Catastrophe Limit Endorsement	Included	Included
Primary & Non-Contributory - blanket as required by written contract	Included	Not Included
Related Entity Endorsement	Included	Included
State Mandatory Endorsements	Included	Included
Stated Amount Endorsement	Included	Included

AUTOMOBILE	EXPIRING	RENEWAL
Carrier	RLI Insurance Co.	RLI Insurance Co.
Waiver of Transfer of Rights of Recovery against others to us – blanket as required by written contract	Included	Pending
<u>EXCLUSIONS INCLUDING BUT NOT LIMITED TO</u>		
Explosives Exclusion	Included	Included
Nuclear Energy Liability Exclusion	Included	Included
Professional Services Not Covered	Included	Included
Punitive Damages where permitted by law.	Included	Included
Terrorism where permitted by law.	Included	Included

Hakkasan USA, Inc/AMG Management, LLC

4/1/2019 - 4/1/2020

Prepared: 01/20/19

Vehicle#	Year	Make	Model	VIN	Licensing State	Garage City	Cost New	Stated Amount	Use	GVW	Radius Class	SIC	Ded Comp	Ded Collision
1	2002	Chevrolet	Express G2500	1GCGG25R421157475	NV	Las Vegas	\$ 25,938	\$ 25,938	Purchasing/supplies	6001		5810	\$ 1,000	\$ 1,000
2	2009	GMC	Yukon Denali	1GKFK06229R212716	CA	Las Vegas	\$ 64,759	\$ 64,759	Transport artists/exec	7001-8000		5810	\$ 1,000	\$ 1,000
3	2002	Ford	Truck E350 Super Duty	1FDWE35L62HB14780	CA	San Diego	\$ 8,000	\$ 8,000	Supplies/maintenance			5810	\$1,000	\$1,000
4	2013	Cadillac	Escalade	1GYS3HEF3DR196393	NV	Las Vegas	\$ 69,995	\$ 69,995	Transport artists/exec			5810	\$ 1,000	\$ 1,000
5	2016	Ford	Truck F150	1FTEW1CP9GKD66573	NV	Las Vegas	\$ 33,702	\$ 33,702	Supplies/maintenance			5810	\$ 1,000	\$ 1,000
6	2016	Ford	Truck F150	1FTEW1CP6GKD66577	CA	San Diego	\$ 33,702	\$ 33,702	Supplies/maintenance			5810	\$ 1,000	\$ 1,000

INTERNATIONAL PROPERTY & CRIME		
Carrier	EXPIRING Continental Casualty	RENEWAL Continental Casualty
Writing Paper/Company	The Continental Ins. Co.	The Continental Ins. Co.
AM Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
PROPERTY LIMITS		
Accounts, Bills, Deeds	\$50,000	\$50,000
Accounts Receivable	\$100,000 Max per Addtl. Coverage Basket	\$100,000 Max per Addtl. Coverage Basket
Brands and Labels	\$250,000	\$250,000
Business Personal Property at Undesignated Locations	\$250,000	\$250,000
Currency Devaluation	\$250,000	\$250,000
Debris Removal	\$30,000	\$30,000
Deferred Payments	\$250,000	\$250,000
Electronic Data Processing	\$50,000 included in Equipment Breakdown	\$50,000 included in Equipment Breakdown
Extra Expense	\$100,000	\$100,000
Fine Arts	\$100,000 Max per Addtl. Coverage Basket	\$100,000 Max per Addtl. Coverage Basket
Fire Department Service Charge	\$100,000 Max per Addtl. Coverage Basket	\$100,000 Max per Addtl. Coverage Basket
Fire Protection Equipment	\$100,000 Max per Addtl. Coverage Basket	\$100,000 Max per Addtl. Coverage Basket
Inventory or Appraisal	\$100,000 per Loss Adjustment Expense Coverage	\$100,000 per Loss Adjustment Expense Coverage
Leasehold Interest	\$1,000,000	\$1,000,000
Loss of Rents (only applicable if no Business Income coverage)	\$100,000	\$100,000
Newly Acquired / Constructed Property	\$250,000	\$250,000
Personal Effects per Person	\$100,000 Max per Addtl. Coverage Basket	\$100,000 Max per Addtl. Coverage Basket
Personal Effects per Occurrence	\$100,000 Max per Addtl. Coverage Basket	\$100,000 Max per Addtl. Coverage Basket
Pollution Clean-up	\$100,000	\$100,000
Preservation of Property	\$250,000	\$250,000
Property in Transit	\$50,000	\$50,000
Tenants and Neighbors	\$1,000,000	\$1,000,000
Theft of Furs, Jewelry, Watches, etc per Occurrence	\$10,000	\$10,000
Theft of Patterns, Dies, etc per Occurrence	\$250,000 per Personal Property	\$250,000 per Personal Property
Theft of Stamps, tickets, letters of credit per Occurrence	\$50,000	\$50,000
Trees/Shrubs per Item	Not Covered	Not Covered
Trees/Shrubs per Occurrence	Not Covered	Not Covered
Utility Supply Failure Coverage	\$250,000	\$250,000
Valuable Papers and Records	\$250,000	\$250,000
Water, Liquids, Powder, Molten Materials	\$250,000	\$250,000
BUSINESS INCOME LIMITS		
Alterations & New Buildings	Not Covered	Not Covered
Business Personal Property at Undesignated Locations	\$250,000	\$250,000

INTERNATIONAL PROPERTY & CRIME		
Carrier	EXPIRING	RENEWAL
	Continental Casualty	Continental Casualty
Civil Authority	30 Day Period of Indemnity	30 Day Period of Indemnity
Currency Devaluation	\$250,000	\$250,000
Extra Expense	Not Covered	Not Covered
Extended Business Income	No Separate Limit Provided	No Separate Limit Provided
Miscellaneous "Dependent Business Location"	\$250,000	\$250,000
CRIME LIMITS		
Computer Fraud	\$50,000	\$50,000
Counterfeit US/Canada	\$25,000	\$25,000
Electronic/Wire Transfer	\$50,000	\$50,000
Employee Theft	\$50,000	\$50,000
Extortion	\$50,000	\$50,000
Forgery Or Alteration	\$50,000	\$50,000
Money & Securities Coverage	\$50,000	\$50,000
Robbery & Burglary	\$50,000	\$50,000
DEDUCTIBLES:		
Property	\$1,000	\$1,000
Crime	\$1,000	\$1,000
ENDORSEMENTS & EXTENSIONS		
Broad Named Insured Wording	Included	Included
Currency Devaluation Endorsement - \$250,000 Limit	Included	Included
Days Notice of Cancellation, 120 Days, 20 Days Cancellation for Non-Payment, 60 Days Notice for Non-Renewal	Included	Included
Policy is Non-Auditable	Included	Included
EXCLUSIONS INCLUDING BUT NOT LIMITED TO		
Computer Virus and Systems Penetration Exclusion	Included, now called Electronic Vandalism and Dishonest Acts Exclusion	Included, now called Electronic Vandalism and Dishonest Acts Exclusion
Total Mold Exclusion	No longer totally excluded, we now have \$25,000 Sublimit for Fungi, Wet Rot, Dry Rot and Microbe Damage	No longer totally excluded, we now have \$25,000 Sublimit for Fungi, Wet Rot, Dry Rot and Microbe Damage
War or Terrorist Action Exclusion	Included	Included

FOREIGN GENERAL LIABILITY	EXPIRING	RENEWAL
Carrier	Continental Casualty	Continental Casualty
Writing Paper/Company	The Continental Ins. Co.	The Continental Ins. Co.
AM Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
<u>GENERAL LIABILITY</u>		
Form	Occurrence	Occurrence
Bodily Injury/Property Damage - Each Occurrence	\$1,000,000	\$1,000,000
Bodily Injury/Property Damage - Aggregate	\$2,000,000	\$2,000,000
Products/Completed Operations - Each Occurrence	\$1,000,000	\$1,000,000
Products/Completed Operations - Aggregate	\$2,000,000	\$2,000,000
Personal/Advertising Injury (each occurrence)	\$1,000,000	\$1,000,000
Personal/Advertising Injury Aggregate	\$2,000,000	\$2,000,000
Damage to Rented Premises (each occurrence and aggregate)	\$1,000,000	\$1,000,000
Medical Expenses (any one person)	\$50,000	\$50,000
Medical Expenses (any one accident)	No per Accident Limit	No per Accident Limit
<u>EMPLOYEE BENEFITS LIABILITY</u>		
Form	Occurrence	Occurrence
Retro Active Date	N/A	N/A
Policy Aggregate	\$1,000,000	\$1,000,000
Each Employee	\$1,000,000	\$1,000,000
<u>DEDUCTIBLE</u>		
General Liability – Per Occurrence	\$0	\$0
Employee Benefits Liability – Per Claim	\$1,000	\$1,000
<u>ENDORSEMENTS & EXTENSIONS</u>		
72 Hour Time Element Pollution Coverage	Included	Included
Additional Insured Endorsement – Volunteers	Coverage included per Definition of Insured	Coverage included per Definition of Insured
Additional Insured Endorsement – Managers or Lessors or Premises	Included per GLEE Endorsement	Included per GLEE Endorsement
Bail Bonds - \$5,000	Included	Included
Blanket Additional Insured Endorsement	Included per GLEE Endorsement	Included per GLEE Endorsement
Broad Form Property Damage	Included	Included
Broad Named Insured Wording	Included	Included
Contractual Liability	Included	Included
Days Notice of Cancellation, 120 Days, 20 Days Cancellation for Non-Payment, 60 Days Notice for Non-Renewal	Included	Included
Employees as Additional Insureds	Included	Included
Extended Bodily Injury Coverage	Included	Included
Fellow Employee Liability	Included	Included
Host Liquor Liability	Included	Included
Loss of Earnings - Per Day - \$1,000	Included	Included
Newly Acquired Entities Coverage - 180 days	Included	Included
Non-Owned Watercraft Liability - 75 ft.	Included	Included
Policy is Non-Auditable	Included	Included
Premises Operations	Included	Included

Premises Medical Payments	Included	Included
Vendors as Additional Insureds	Included	Included
Waiver of Subrogation – Blanket	Included	Included
<u>EXCLUSIONS INCLUDING BUT NOT LIMITED TO</u>		
Abuse or Molestation Exclusion	Included	Included
Cyber Risk Exclusion	Included	Included
Designated Operations Exclusion - Nightclub/Bar/Restaurant Management and Operation	Included	Included
Economic and Trade Sanctions Exclusion	Included in Form Language	Included in Form Language
Field of Entertainment Exclusion	Included	Included
Fungi/Mold/Mildew/Yeast/Microbe Exclusion & Water Damage Limitation-All Other	Included	Included
Respirable Dust Exclusion	Included	Included
Silica Exclusion	Included	Included
Testing and Consulting Errors and Omissions Exclusion	Included	Included

INTERNATIONAL AUTOMOBILE	EXPIRING	RENEWAL
Carrier	C.N.A.	C.N.A.
Writing Paper/Company	The Continental Ins. Co.	The Continental Ins. Co.
AM Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
<u>LIMITS OF LIABILITY</u>		
Combined Single Limit	\$1,000,000	\$1,000,000
Medical Payments		
Each Person	\$50,000	\$50,000
Aggregate	\$100,000	\$100,000
<u>HIRED AUTOMOBILE DIC/EXCESS PHYSICAL</u>		
<u>DAMAGE</u>		
Any One Accident	\$25,000	\$25,000
Any One Policy Period	\$50,000	\$50,000
<u>ENDORSEMENTS & EXTENSIONS</u>		
Bail Bonds - \$2,500	Included	Included
Broad Named Insured Wording	Included	Included
Days Notice of Cancellation, 120 Days, 20 Days Cancellation for Non-Payment, 60 Days Notice for Non-Renewal	Included	Included
Excess and Difference in Conditions (DIC) Provision: \$25,000	Included	Included
Fellow Employee Exclusion Deletion Endorsement	Included	Included
Hired Automobile DIC/Excess Physical Damage Coverage Amendment	Included	Included
Loss Of Earnings - \$500 Per Day	Included	Included
Policy is Non-Auditable	Included	Included

INTERNATIONAL FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS LIABILITY		
Carrier	EXPIRING	RENEWAL
	C.N.A.	C.N.A.
Writing Paper/Company	The Continental Ins. Co.	The Continental Ins. Co.
AM Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
Workers Compensation		
US/Canadian Employees:	State of Hire Benefits	State of Hire Benefits
Third Country National Employees	Country of Origin Benefits	Country of Origin Benefits
Local National Employees	Employers Liability Only	Employers Liability Only
Employers Liability:		
Each Accident	\$1,000,000	\$1,000,000
Disease - Policy Limit	\$1,000,000	\$1,000,000
Disease - Each Employee	\$1,000,000	\$1,000,000
Excess Repatriation:		
Per Employee	\$1,000,000	\$1,000,000
Annual Aggregate	\$1,000,000	\$1,000,000
ENDORSEMENTS & EXTENSIONS		
Amended Definition of Employee	Included in Form	Included in Form
Broad Named Insured Wording	Included	Included
Days Notice of Cancellation, 120 Days, 20 Days Cancellation for Non-Payment, 60 Days Notice for Non-Renewal	Included	Included
Other Insurance Endorsement	Included	Included
Policy is Non-Auditable	Included	Included

INTERNATIONAL BUSINESS TRAVEL ACCIDENT, DEATH & DISMEMBERMENT AND KIDNAP & RANSOM/WRONGFUL DETENTION	EXPIRING	RENEWAL
Carrier	C.N.A.	C.N.A.
Writing Paper/Company	The Continental Ins. Co.	The Continental Ins. Co.
AM Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
KIDNAP & RANSOM/WRONGFUL DETENTION		
Each Occurrence/Aggregate	\$250,000	\$250,000
INTERNATIONAL CONFISCATION, EXPROPRIATION & NATIONALIZATION		
Each Occurrence/Aggregate (Subject to a 120 Day Waiting Period)	\$50,000	\$50,000
INTERNATIONAL BUSINESS TRAVEL ACCIDENT, DEATH & DISMEMBERMENT		
Aggregate Limit of Indemnity - Per Accident	\$1,250,000	\$1,250,000
Broad Business Trip Coverage – Class 1	\$250,000	\$250,000
Spouse Coverage while on Business or Relocation Trip – Class 2	\$25,000	\$25,000
Dependent Coverage While on Business or Relocation Trip – Class 3	\$10,000	\$10,000
Medical Expense Accident – Class 1	\$10,000	\$10,000
Medical Expense Accident - Class 2 & 3	\$5,000	\$5,000
Description of Insured Persons:		
All North American employees of the Holder, who are citizens or legal permanent residents of the United States.	Class 1	Class 1
All Spouses of an Insured Class 1 employee	Class 2	Class 2
All dependent child(ren) of an Insured Class 1 employee	Class 3	Class 3
DEDUCTIBLE		
Per Occurrence	\$0	\$0
ENDORSEMENTS & EXTENSIONS		
Broad Named Insured Wording	Included	Included
Days Notice of Cancellation, 120 Days, 20 Days Cancellation for Non-Payment, 60 Days Notice for Non-Renewal	Included	Included
Policy is Non-Auditable	Included	Included
EXCLUSIONS INCLUDING BUT NOT LIMITED TO		
Territorial Exclusion:: Afghanistan, Algeria, Angola, Argentina, Brazil, Central African Republic, Chad, Chechnya, Colombia, Democratic Republic of the Congo, Cuba, Ecuador, Egypt, El Salvador, Eritrea, Gaza Strip, Guatemala, Haiti, Honduras, Indonesia, Iran, Iraq, Israel, Kenya, Lebanon, Libya, Mali, Mauritania, Mexico, Nepal, Niger, Nigeria, North Korea, Pakistan, Peru, Philippines, Saudi Arabia, Sierra Leone, Somalia, Sri Lanka, South Sudan, Sudan, Syria, Trinidad & Tobago, Venezuela, Yemen and Zimbabwe	Excluded, plus Turkey	Excluded, plus Turkey

First \$10M Excess Carrier	EXPIRING Colony	RENEWAL Colony
Writing Paper/Company	Colony Insurance Company	Colony Insurance Company
AM Best Rating	A XIII	A XIII
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
<u>LIMITS OF LIABILITY</u>		
Form	Occurrence	Occurrence
Each Occurrence	\$10,000,000	\$10,000,000
General Aggregate	\$10,000,000	\$10,000,000
Per Location Aggregate	\$50,000,000	\$50,000,000
Products/Completed Operations Aggregate	\$10,000,000	\$10,000,000
Crisis Response Limit	N/A	N/A
Excess Casualty Crisis Fund Limit of Insurance	N/A	N/A
<u>SELF INSURED RETENTION</u>		
Each Occurrence	\$0	\$0
<u>UNDERLYING POLICIES</u>		
Automobile Liability	Yes	Yes
Employee Benefits Liability	Yes	Yes
Employers Liability	Yes	Yes
Foreign Business Auto	Yes	Yes
Foreign Employee Benefits Liability	Yes	Yes
Foreign Employers Liability	Yes	Yes
Foreign General Liability	Yes	Yes
Garagekeepers Liability	Yes	Yes
General Liability	Yes	Yes
Liquor Liability	Yes	Yes
<u>ENDORSEMENTS & EXTENSIONS</u>		
Automobile Liability Follow Form	Included	Included
Broad Form Named Insured Endorsement - to include, but not limited to, limited partnerships, general partnerships, affiliates and joint ventures	Follows Form to Primary	Follows Form to Primary
Defense Costs in addition to the limits of liability	Included	Included
Edible Good or Product Consumption Exception (Amendment to Fungus Exclusion)	N/A - Follows Form to Navigators	N/A - Follows Form to Navigators
Employers Liability Stop Gap Endorsement	Included	Included
Employee Benefits Liability Follow Form Endorsement	Follows Form to Primary	Follows Form to Primary
Flat Premium – Not subject to audit	Included	Included
Nevada Changes - Cancellation & Non-Renewal	Included	Included
Personal Injury includes discrimination, harassment and segregation (other than employment related)	Silent on 3rd Party Discrimination	Silent on 3rd Party Discrimination
State Mandatory Endorsements	Included	Included
Waiver of Subrogation	Included	Included
<u>EXCLUSIONS INCLUDING BUT NOT LIMITED TO</u>		
Access or Disclosure of Confidential or Personal Information and Cyber Injury Exclusion	N/A	Included
Asbestos Exclusion	Included	Included

First \$10M Excess Carrier	EXPIRING Colony	RENEWAL Colony
Employment Related Practices	Included	Included
Employment Retirement Income Security - ERISA	Included	Included
Lead Exclusion	Included	Included
Nuclear Energy Liability Exclusion	Included	Included
Un-Manned Aircraft	Included	Included
Violation of Communication or Information Law	Included	Included
War Exclusion	Included	Included

Hakkasan USA, Inc.

2nd EXCESS LIABILITY Carrier	EXPIRING ALTA	RENEWAL ALTA
Writing Paper/Company	Western World Insurance Company	Western World Insurance Company
AM Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
<u>LIMITS OF LIABILITY</u>		
Form	Occurrence	Occurrence
Each Occurrence	\$10,000,000	\$10,000,000
<u>EXCESS OF:</u>	\$10,000,000	\$10,000,000
<u>ENDORSEMENTS & EXTENSIONS</u>		
Aircraft & Watercraft Limitation	Included	Included
Cancellation Endorsement - 60 Days	No, 30 Days	Included
Employee Benefits Liability - Follow Form	Included	Included
Limited Coverage Territory - Worldwide	Included	Included
Minimum Earned Premium Endorsement	Included	Included
OFAC Endorsement	Included	Included
Service of Suit Clause	Included	Included
<u>EXCLUSIONS INCLUDING BUT NOT LIMITED TO</u>		
Access or Disclosure of Confidential or Personal Information Exclusion	Included	Included
Asbestos Exclusion	Included	Included
Cross Suits Exclusion	Included	Included
ERISA Exclusion	Included	Included
Exterior Insulation and Finish Systems Exclusion	Included	Included
Lead Exclusion	Included	Included
Nuclear Energy Liability Exclusion	Included	Included
Professional Services Exclusion	Included	Included
Recording and Distribution of Material or Info in Violation of Law Exclusion	Included	Included
Schedule of Named Insureds	N/A	Included
Unmanned Aircraft Exclusion	Included	Included
War Exclusion	Included	Included

3rd EXCESS LIABILITY		
Carrier	EXPIRING SOMPO	RENEWAL Markel
Writing Paper/Company	Endurance American Specialty Insurance Company	Evanston Insurance Company
AM Best Rating	A+ XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
<u>LIMITS OF LIABILITY</u>		
Form	Occurrence	Occurrence
Aggregate	\$5,000,000	\$5,000,000
Each Occurrence	\$5,000,000	\$5,000,000
<u>EXCESS OF:</u>		
Colony and Western World/ALTA	\$20,000,000	\$20,000,000
<u>ENDORSEMENTS & EXTENSIONS</u>		
Change - Civil Union Endorsement	No	Included
Claim Notice with Eclaim Notice	Included	Included, How to Report a Claim Endorsement
Excess Coverage Limitation Endorsement	Included	Included
Excess Liability Coverage Follow Form (Short Form)	Included	Included, Excess Liability Policy Form
Nevada Notice of Cancellation Amendment Endorsement - 120 Days	No, 30 Days	
Schedule of Underlying Policies	Included	Included
Service of Suit Endorsement	Included	Included
US Treasury Department's Office of Foreign Assets Control (OFAC) Endorsement	Included	Included
<u>EXCLUSIONS INCLUDING BUT NOT LIMITED TO</u>		
Absolute Asbestos Exclusion	Included	Included
Auto No-Fault and Similar Laws Exclusion	No	Included
Crisis Response & Crisis Communication Management Insurance Exclusion	Included	No
Cyber Liability Exclusion	Included	Included
Employment Related Practices Exclusion	Included	Included
Errors and Omissions / Professional Liability Exclusion	Included	No
Nuclear Energy Liability Exclusion	Included	Included
Pollution Exclusion with Hostile Fire Exception	Included	Included
Uninsured / Underinsured Motorist Exclusion	Included	Included
Violation of Information Statutes Exclusion	Included	Included
War Liability Exclusion	Included	Included

4th EXCESS LIABILITY	EXPIRING	RENEWAL
Carrier	AIG	SOMPO
Writing Paper/Company	National Union Fire Insurance Company	Endurance American Specialty Insurance Company
AM Best Rating	A XV	A+ XV
Admitted/Non-Admitted	Admitted	Non-Admitted
Policy Term	4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
<u>LIMITS OF LIABILITY</u>		
Form	Occurrence	Occurrence
Aggregate	\$25,000,000	\$25,000,000
Each Occurrence	\$25,000,000	\$25,000,000
<u>EXCESS OF:</u>		
	Colony - \$10M Western World - \$10M SOMPO - \$5M	Colony - \$10M Western World - \$10M Markel - \$5M
<u>ENDORSEMENTS & EXTENSIONS</u>		
Act of Terrorism SIR Endorsement	Included	No
Changes is Followed Policy Endorsement	Included	No
Claim Notice with Eclaim Notice	No	Included
CrisisResponse & Excess Casualty CrisisFund	Included	No
Economic Sanctions Endorsement	Included	Included
Excess Coverage Limitation Endorsement	No	Included
Excess Liability Coverage Follow Form (Short Form)	No	Included
Indiana Amendatory Endorsement (Definition of Pollutants)	Included	No
Minimum Retained Limit Amendatory Endorsement	Included	No
Nevada Amendatory Endorsement	Included	Included
Nevada UM/UIM Disclosure Statement	Included	No
No Fault, Uninsured Motorist and Underinsured Motorist Endorsement	Included	No
Notification of Accident or Occurrences Endorsement	Included	No
Notice of Cancellation Amendment Endorsement - 120 Days	No	Included
Pollution Amendatory Endorsement	Included	No
Schedule of Underlying	Included	Included
Service of Suit Endorsement	No	Included
<u>EXCLUSIONS INCLUDING BUT NOT LIMITED TO</u>		
Absolute Asbestos Exclusion	Included	Included
Access or Disclosure of Confidential or Personal Information Exclusion	Included	No
Certified Acts of Terrorism Exclusion	Included	Included
Crisis Response & Crisis Communication Management Insurance Exclusion	No	Included
Cyber Liability Exclusion	Included	Included
Employment Related Practices Exclusion	Included	Included
Errors and Omissions / Professional Liability Exclusion	Included	Included
Nuclear Energy Liability Exclusion	Included	Included
Pollution Exclusion with Hostile Fire Exception	Included	Included
Uninsured / Underinsured Motorist Exclusion	Included	Included
Violation of Communication or Information Law Exclusion	Included	Included
War Liability Exclusion	Included	Included

5th EXCESS LIABILITY			
Carrier		EXPIRING AWAC	RENEWAL AWAC
Writing Paper/Company		Allied World National Assurance Company	Allied World National Assurance Company
AM Best Rating		A XV	A XV
Admitted/Non-Admitted		Admitted	Admitted
Policy Term		4/1/2018 - 4/1/2019	4/1/2019 - 4/1/2020
<u>LIMITS OF LIABILITY</u>			
Form		Occurrence	Occurrence
Each Occurrence		\$25,000,000	\$25,000,000
<u>EXCESS OF:</u>			
		\$50,000,000	\$50,000,000
<u>ENDORSEMENTS & EXTENSIONS</u>			
Defense Outside the Limit of Insurance		Included	Included
Flat, Not Subject to Audit		Included	Included
State Mandatory Endorsements		Included	Included
<u>EXCLUSIONS INCLUDING BUT NOT LIMITED TO</u>			
Asbestos Exclusion		Included	Included
Nuclear Energy Liability Exclusion		Included	Included
U.S. Treasury Departments Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders		Included	Included

Hakkasan USA, Inc./AMG Management, LLC

Package Loss Summary Renewal Period: 4/1/2019 - 2020

LOB	Policy Date	Policy Number	Carrier	SIR	Valuation Date	Paid to Date	Expenses Paid	Reserves	Total Incurred	Within Retention	Carrier Net	Closed Claims	Open Claims	Closed No Pay	Total Claims
General Liability (Incl TLG) SIR & Primary	4/1/18-19	LA18CGL128837C	Navigators	\$75K - HK Nightclubs \$25K - TLG Nightclubs \$10K - Rest.		\$0	Incl	\$84,500	\$84,500	\$84,500	\$0	2	12	16	30
	4/1/17-18	LA17CGL128837C	Navigators	\$75K - HK Nightclubs \$25K - TLG Nightclubs \$10K - Rest.		\$6,772	Incl	\$228,110	\$234,882	\$183,772	\$51,110	3	21	50	74
	4/1/16-17	LA16CGL128837C	Navigators	\$75K - HK Nightclubs \$25K - TLG Nightclubs \$10K - Rest.		\$51,720	Incl	\$270,591	\$322,311	\$169,000	\$153,311	4	19	92	115
	4/1/15-16	LA15CGL128837C	Navigators	\$100K - HK Nightclubs \$25K - TLG Nightclubs \$10K - Rest.		\$412,854	Incl	\$304,430	\$717,284	\$282,002	\$435,282	14	8	99	121
	4/1/14-15	LA14CGL128837C	Navigators	\$100K - Nightclubs \$10K - Rest.		\$941,262	Incl	\$97,500	\$1,038,762	\$70,323	\$968,439	9	3	89	101
	4/1/13-14	100000715603	Liberty Surplus	\$25,000		\$1,374,208	Incl	\$8,797	\$1,383,005	\$309,500	\$1,073,505	15	1	174	190
	4/1/12-13	100000715602	Liberty Surplus	\$25,000		\$84,000	Incl	\$0	\$84,000	\$84,000	\$0	2	0	111	113
	4/1/11-12	EGLA1263021	Liberty Surplus	\$25,000		\$0	Incl	\$0	\$0	\$0	\$0	0	0	32	32
	4/1/10-11	27712359	Lexington (WRS)	\$25,000		\$26,844	\$672	\$0	\$27,516	\$17,500	\$10,016	3	0	14	17
						\$2,897,660	\$672	\$993,928	\$3,892,760	\$1,200,597	\$2,691,663	52	64	677	793
Hakkasan SIR & Primary (Excl TLG)	4/1/18-19	LA18CGL128837C	Navigators	NA	1/2/2019	\$0	\$0	\$0	\$0		\$0	0	0	0	0
	4/1/17-18	LA17CGL128837C	Navigators	NA	1/2/2019	\$0	\$0	\$51,110	\$51,110		\$51,110	0	5	2	7
	4/1/16-17	LA16CGL128837C	Navigators	NA	1/2/2019	\$9,220	Incl	\$144,091	\$153,311		\$153,311	1	8	10	19
	4/1/15-16	LA15CGL128837C	Navigators	NA	1/2/2019	\$200,852	Incl	\$234,430	\$435,282		\$435,282	4	1	10	15
	4/1/14-15	LA14CGL128837C	Navigators	NA	1/2/2019	\$893,439	Incl	\$75,000	\$968,439		\$968,439	4	1	10	15
	4/1/13-14	100000715603	Liberty Surplus	NA	1/3/2019	\$1,064,708	Incl	\$8,797	\$1,073,505		\$1,073,505	6	1	4	11
	4/1/12-13	100000715602	Liberty Surplus	NA	1/3/2019	\$0	\$0	\$0	\$0		\$0	0	0	7	7
	4/1/11-12	EGLA1263021	Liberty Surplus	NA	1/10/2018	\$0	\$0	\$0	\$0		\$0	0	0	1	1
	4/1/10-11	27712359	Lexington (WRS)	NA	1/10/2019	\$9,344	\$672	\$0	\$10,016		\$10,016	1	0	4	5
						\$2,177,563	\$672	\$513,428	\$2,691,663		\$2,691,663	16	16	48	80
General Liability	4/1/18-19	SIR	TPA = IIS	\$75K - HK Nightclubs \$25K - TLG Nightclubs \$10K - Rest.	1/14/2019	\$0	Incl	\$84,500	\$84,500			2	12	16	30
	4/1/17-18	SIR	TPA = IIS	\$75K - HK Nightclubs \$25K - TLG Nightclubs \$10K - Rest.	1/14/2019	\$6,772	Incl	\$177,000	\$183,772			3	16	48	67
	4/1/16-17	SIR	TPA = IIS	\$75K - HK Nightclubs \$25K - TLG Nightclubs \$10K - Rest.	1/14/2019	\$42,500	Incl	\$126,500	\$169,000			3	11	82	96
	4/1/15-16	SIR	TPA = IIS	\$100K - HK Nightclubs \$25K - TLG Nightclubs \$10K - Rest.	1/14/2019	\$212,002	Incl	\$70,000	\$282,002			10	7	89	106
	4/1/14-15	SIR	TPA = IIS	\$100K - Nightclubs \$10K - Rest.	1/14/2019	\$47,823	Incl	\$22,500	\$70,323			5	2	79	86
	4/1/13-14	SIR	TPA = IIS	\$25,000	1/14/2019	\$309,500	Incl	\$0	\$309,500			9	0	170	179
	4/1/12-13	SIR	TPA = IIS	\$25,000	1/14/2019	\$84,000	Incl	\$0	\$84,000			2	0	104	106
	4/1/11-12	SIR	TPA = IIS	\$25,000	1/14/2019	\$0	Incl	\$0	\$0			0	0	31	31
	4/1/10-11	SIR	TPA = IIS	\$25,000	1/14/2019	\$17,500	Incl	\$0	\$17,500			2	0	10	12
						\$720,097	\$0	\$480,500	\$1,200,597			36	48	629	713
Auto	4/1/18-19	CAP 9502766	RLI	\$1K - Phys Dam/\$0 - AL	1/11/2019	\$0	\$0	\$0	\$0		\$0	0	0	0	0
	4/1/17-18	CAP 9502765	RLI	\$1K - Phys Dam/\$0 - AL	1/11/2019	\$1,668	\$138	\$0	\$1,806	\$1,000	\$806	1	0	0	1
	4/1/16-17	CAP 9502764	RLI	\$1K - Phys Dam/\$0 - AL	1/11/2019	\$5,628	\$81	\$0	\$5,709	\$1,405	\$4,304	2	0	0	2
	4/1/15-16	CAP 9502763	RLI	\$1K - Phys Dam/\$0 - AL	1/11/2019	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0
	4/1/14-4/1/15	CAP 9502762	RLI	\$1K - Phys Dam/\$0 - AL	1/11/2019	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0
	11/19/12-4/1/14	CAP 9502761	RLI	\$1K - Phys Dam/\$0 - AL	1/11/2019	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0
						\$7,296	\$219	\$0	\$7,515	\$2,405	\$5,110	3	0	0	3
LOB Total															

Hakkasan, USA, Inc/AMG Management, LLC

Large Liability Losses > \$10,000
Renewal Period: 4/1/2019 - 2020

									Loss Per SIR Loss Run				Net Loss Per Carrier				
									Paid	Reserve	Gross Incurred	Paid	Reserve	Gross Incurred	Total Incurred	SIR	Carrier Net
GL	4/1/2018	Wet Republic	Hakkasan Nightclub	Navigators	7/28/2018	Open	Galante	Guest Injured Guest - The claimant alleges that she was hit in the face by a cup at the Pool.	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 75,000	\$ -
GL	4/1/2018	Omnia	Hakkasan Nightclub	Navigators	6/29/2018	Open	White et al	Security Misconduct - The claimant alleges he was assaulted by Security.	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 75,000	\$ -
GL	4/1/2018	1 Oak Nightclub	Light Group Nightclub	Navigators	4/19/2018	Open	Chao	Security Misconduct - The claimant's attorney alleges that his client sustained injury during an interaction with Security. The claimant was found to be intoxicated and sleeping inside of 1Oak.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 25,000	\$ -
GL	4/1/2017	Delliah	Restaurant	Navigators	3/24/2018	Open	Sipes	Other - The claimant alleges that he was assaulted by performer Drake and his entourage while at the nightclub.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 10,000	\$ 2,500
GL	4/1/2017	Bootsy Bellows	Hakkasan Nightclub	Navigators	1/6/2018	Open	Gabriel et al	The claimant's attorney alleges his client was severely injured in an auto accident. Plaintiff attorney alleges Bootsy employees served her alcohol and she left Bootsy intoxicated.	\$ -	\$ 37,500	\$ 37,500	\$ -	\$ 25,000	\$ 25,000	\$ 62,551	\$ 75,000	\$ -
Umbr									\$ -	\$ -	\$ -	\$ -	\$ 51	\$ 51		\$ 51	
GL	4/1/2017	Omnia	Hakkasan Nightclub	Navigators	10/8/2017	Open	Baran et al	Security Misconduct - The claimants attorney alleges that his clients were improperly detained by Security and the Las Vegas Metropolitan Police Department.	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	\$ 75,000	\$ -
GL	4/1/2017	Hakkasan	Hakkasan Nightclub	Navigators	6/23/2017	Open	Blank	Trip/Fall In - The claimant alleges that she missed a step and fell when walking down the stairs in the Ling Club.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 75,000	\$ -
GL	4/1/2017	Omnia San Diego	Hakkasan Nightclub	Navigators	6/3/2017	Open	Lima De Almeida	Guest Injured Guest- The claimant alleges than an unidentified guest knocked over a propane heater, striking the claimant on the head.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 75,000	\$ -
GL	4/1/2017	Hakkasan	Hakkasan Nightclub	Navigators	5/6/2017	Open	Lee	Struck by - The claimant alleges that he was hit by an object while seated at his table in the main room.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 25,000	\$ 25,000	\$ 37,500	\$ 75,000	\$ -
GL	4/1/2017	Omnia San Diego	Hakkasan Nightclub	Navigators	4/28/2017	Open	Sonnksen	Guest Injured Guest - The claimant allegedly dropped her cell phone which landed under a planter. Another guest lifted the planter up so the claimant could get her phone. The guest dropped the planter and injured the claimant.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 1,000	\$ 1,000	\$ 13,500	\$ 75,000	\$ -
GL	4/1/2017	Omnia	Hakkasan Nightclub	Navigators	4/7/2017	Open	Zabolian	Slip/Fall In - The claimant alleges a slip and fall in the Bar Area.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 55	\$ 55	\$ 12,555	\$ 75,000	\$ -
GL	4/1/2016	1 Oak Nightclub	Light Group Nightclub	Navigators	3/26/2017	Closed	Shahbaz	Slip/Fall In - The claimant was exiting the club when Officer allegedly assaulted his client.	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -
GL	4/1/2016	Hakkasan	Hakkasan Nightclub	Navigators	3/25/2017	Open	Schwikert	Security Misconduct - The claimant, who was reportedly intoxicated, allegedly assaulted a Security Officer so Security took the claimant into custody.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 75,000	\$ -
GL	4/1/2016	Bootsy Bellows	Hakkasan Nightclub	Navigators	12/17/2016	Open	Assil	Security Misconduct - The claimant's attorney alleges Security was walking out a guest when a Security Officer allegedly assaulted his client.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 75,000	\$ -
GL	4/1/2016	Hakkasan	Hakkasan Nightclub	Navigators	12/3/2016	Open	Yazbeck	Slip/Fall In - The claimant was dancing on a banquette when he stepped off the back of the banquette and fell.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 5,000	\$ 5,000	\$ 17,500	\$ 75,000	\$ -
GL	4/1/2016	Hakkasan	Hakkasan Nightclub	Navigators	11/25/2016	Open	Vancamp	Slip/Fall In - The Plaintiff alleges that she slipped and fell on a promotional flyer, causing her to sustain injury.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 55	\$ 55	\$ 12,555	\$ 75,000	\$ -
GL	4/1/2016	1 Oak Nightclub	Light Group Nightclub	Navigators	8/27/2016	Open	Rodriguez	Trip/Fall/In - The claimant alleges a trip and fall near the front door, causing her to sustain injury.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 1,000	\$ 1,000	\$ 13,500	\$ 25,000	\$ -

Hakkasan, USA, Inc/AMG Management, LLC

Large Liability Losses > \$10,000
Renewal Period: 4/1/2019 - 2020

LOB	Policy Term	Entity	Entity Type	Carrier	Date of Loss	Status	Claimant	Description of Loss	Loss Per SIR Loss Run				Net Loss Per Carrier			
									Paid	Reserve	Gross Incurred	Paid	Reserve	Gross Incurred	Total Incurred	Carrier Net
GL	4/1/2016	Searsucker SD	Restaurant	Navigators	8/26/2016	Closed	Moniz	Slip/Fall In - The claimant alleges a slip and fall in the Security Misconduct - The claimant alleges false imprisonment and violation of his civil rights.	\$ 10,000	\$ -	\$ 10,000	\$ 1,140	\$ -	\$ 1,140	\$ 11,140	\$ 1,140
GL	4/1/2016	1 Oak Nightclub	Light Group Nightclub	Navigators	8/20/2016	Open	Evans	Other - The claimant alleges that he was walking barefoot from his daybed to the pool when his knee gave out, causing him to fall forward on both knees.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 25,000
GL	4/1/2016	Liquid Pool Loung Restaurant		Navigators	8/13/2016	Open	Morales	Slip/Fall In - The claimant was barefoot and leaving the pool area when she alleges she slipped and fell on water.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 16,000	\$ 16,000	\$ 28,500	\$ 18,500
GL	4/1/2016	Liquid Pool Loung Restaurant		Navigators	7/29/2016	Open	Teixeira	Slip/Fall In - The claimant was barefoot and leaving the pool area when she alleges she slipped and fell on water.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 45,000	\$ 45,000	\$ 57,500	\$ 47,500
GL	4/1/2016	Beautique	Restaurant	Navigators	7/17/2016	Open	Cordier	Assault/Inside - The claimant alleges that she was assaulted by another customer while in the bar area.	\$ -	\$ -	\$ -	\$ 8,080	\$ 76,921	\$ 85,001	\$ 85,001	\$ 75,001
GL	4/1/2016	Omnia San Diego Hakkasan Nightclub		Navigators	7/8/2016	Open	Mendoza	Security Misconduct - The Plaintiff attorney alleges that his client was assaulted by Omnia Security.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 55	\$ 55	\$ 12,555	\$ 75,000
GL	4/1/2015	Omnia San Diego Hakkasan Nightclub		Navigators	3/19/2016	Closed	Grewal	Slip/Fall In - The claimant alleges a slip and fall when exiting the restroom.	\$ 20,000	\$ -	\$ 20,000	\$ 153	\$ -	\$ 153	\$ 20,153	\$ 100,000
GL	4/1/2015	Hakkasan	Hakkasan Nightclub	Navigators	3/14/2016	Closed	Salt	Slip/Fall In - The claimant alleges a slip and fall on cake on the floor after a Steve Aoki performance.	\$ 14,928	\$ -	\$ 14,928	\$ -	\$ -	\$ -	\$ 14,928	\$ 100,000
GL	4/1/2015	Ivory on Sunset	Restaurant	Navigators	3/1/2016	Open	Kokowitz	Trip/Fall In - The claimant alleges a trip and fall on the patio.	\$ -	\$ 10,000	\$ 10,000	\$ 2,698	\$ 124,660	\$ 127,358	\$ 137,358	\$ 127,358
GL	4/1/2015	Bootsy Bellows	Hakkasan Nightclub	Navigators	1/19/2016	Open	Darmiento	Guest Injured Guest - The claimant was struck in the face with a glass by another guest.	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 60	\$ 60	\$ 10,060	\$ 100,000
GL	4/1/2015	Omnia San Diego Hakkasan Nightclub		Navigators	1/10/2016	Open	Piquet	Sec. Misc. - The claimant alleges that he was assaulted by Security Officers inside the venue.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 100,000
GL	4/1/2015	Beautique	Restaurant	Navigators	9/27/2015	Open	Maskin	Slip/Fall Out - The claimant alleges a slip and fall on the sidewalk in front of Beautique.	\$ -	\$ -	\$ -	\$ 5,588	\$ 109,655	\$ 115,243	\$ 115,243	\$ 105,243
GL	4/1/2015	Wet Republic	Hakkasan Nightclub	Navigators	9/26/2015	Open	Logan	Slip/Fall In - The claimant was getting down from a couch when he slipped and fell in the pool area.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 55	\$ 55	\$ 12,555	\$ 100,000
GL	4/1/2015	Beautique	Restaurant	Navigators	6/20/2015	Closed	Rivers	Employee Involvement - Off Duty Manager allegedly assaulted claimant in a dispute over a cab.	\$ -	\$ -	\$ -	\$ 200,445	\$ -	\$ 200,445	\$ 200,445	\$ 190,445
GL	4/1/2015	Omnia	Hakkasan Nightclub	Navigators	6/7/2015	Closed	Shenouda	Security Misconduct - Claimant challenged a number of guests to fight. When Security attempted to remove the claimant, the claimant head butted the Security Officer and kicked him. Claimant was placed in restraints and detained.	\$ 75,000	\$ -	\$ 75,000	\$ 14,574	\$ -	\$ 14,574	\$ 89,574	\$ 100,000
GL	4/1/2015	Omnia	Hakkasan Nightclub	Navigators	5/23/2015	Closed	Thind	Slip/Fall - Liquid/Food - The claimant alleges she slipped and fell in liquid on the floor.	\$ 17,250	\$ -	\$ 17,250	\$ -	\$ -	\$ -	\$ 17,250	\$ 100,000
GL	4/1/2015	Omnia	Hakkasan Nightclub	Navigators	5/23/2015	Open	Araujo	Furniture/Equipment - The claimant alleges that a table fell onto her foot.	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500	\$ 100,000
GL	4/1/2015	Omnia San Diego Hakkasan Nightclub		Navigators	4/30/2015	Closed	Faraj	Other - The claimant's attorney alleges his client was denied access to the Club due to a disability.	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000	\$ 100,000
GL	4/1/2014	Diablo's Cantina	Restaurant	Navigators	3/29/2015	Open	Orebaugh	Slip/Fall In - The claimant alleges a slip and fall in Diablo's.	\$ -	\$ 10,000	\$ 10,000	\$ 2,160	\$ 75,000	\$ 77,160	\$ 87,160	\$ 10,000
GL	4/1/2014	Omnia	Hakkasan Nightclub	Navigators	3/28/2015	Closed	Goya	Laceration-Misc. - The claimant alleges that a trash can fell on her ankle.	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	\$ 100,000
GL	4/1/2014	Herringbone	Hakkasan Nightclub	Navigators	10/29/2014	Closed	Wiley	Slip and fall	\$ -	\$ -	\$ -	\$ 207,188	\$ -	\$ 207,188	\$ 207,188	\$ 107,188
GL	4/1/2014	HQ	Hakkasan Nightclub	Navigators	4/28/2014	Open	Ingargiola	Other - The claimant's attorney alleges his client was killed in a single vehicle accident and that HQ overserved the driver of that vehicle.	\$ -	\$ 12,500	\$ 12,500	\$ 679,171	\$ -	\$ 679,171	\$ 691,671	\$ 591,671

Hakkasan, USA, Inc/AMG Management, LLC

Large Liability Losses > \$10,000
Renewal Period: 4/1/2019 - 2020

LOB	Policy Term	Entity	Entity Type	Carrier	Date of Loss	Status	Claimant	Description of Loss	Loss Per SIR Loss Run			Net Loss Per Carrier			
									Paid	Reserve	Gross Incurred	Paid	Reserve	Gross Incurred	Carrier Net
GL	4/1/2014	LAX	Restaurant	Navigators	4/5/2014	Closed	Lozano	Slip/Fall In- The claimant alleges a slip and fall on the ramp at Dance 1.	\$ 19,500	\$ -	\$ 19,500	\$ -	\$ -	\$ -	\$ 9,500
GL	4/1/2013	HQ Beach Club	Hakkasan Nightclub	Liberty	2/8/2014	Open	Srugo	Guest Injured Guest - The claimant alleges that he was pushed over a railing by another guest.	\$ 90,000	\$ -	\$ 90,000	\$ 106,203	\$ 8,797	\$ 115,000	\$ 180,000
GL	4/1/2013	Coyote Ugly	Restaurant	Liberty	8/20/2013	Closed	Bastarache	Employee Involvement - The claimant alleges that while making a delivery on a hand truck, a person, possibly an insured employee known as "Sam," pushed the hand truck, causing it to run over the claimant's foot.	\$ 100,000	\$ -	\$ 100,000	\$ 736,527	\$ -	\$ 736,527	\$ 811,527
GL	4/1/2013	HQ Beach Club	Hakkasan Nightclub	Liberty	6/28/2013	Closed	Kingston	Furniture/Equipment - The claimant allegedly caught his finger in the door to Bungalow #2.	\$ -	\$ -	\$ -	\$ 74,205	\$ -	\$ 74,205	\$ 49,205
GL	4/1/2013	Pure Nightclub	Hakkasan Nightclub	Liberty	6/19/2013	Closed	Dunlap	Guest Injured Guest- The claimant alleges that she was shoved by a female patron on the patio dance floor and she fell to the ground.	\$ 27,000	\$ -	\$ 27,000	\$ 19,024	\$ -	\$ 19,024	\$ 21,024
GL	4/1/2013	LAX	Restaurant	Liberty	6/14/2013	Closed	Zamudio	Slip/Fall In- The claimant alleges that she slipped and fell on a piece of a light baton that was on the floor.	\$ 25,000	\$ -	\$ 25,000	\$ 47,425	\$ -	\$ 47,425	\$ 47,425
GL	4/1/2013	HQ Beach Club	Hakkasan Nightclub	Liberty	6/8/2013	Closed	Toop	Laceration-Misc.- The claimant was dancing and fell backwards and cut the bottom of her foot on a piece of wood that was sticking out of the wall.	\$ 25,000	\$ -	\$ 25,000	\$ 51,920	\$ -	\$ 51,920	\$ 51,920
GL	4/1/2013	HQ Beach Club	Hakkasan Nightclub	Liberty	5/19/2013	Closed	Cancellieri et al	Security Misconduct - The claimant was allegedly intoxicated and looking for a "lost watch" when he went into a restricted area. He was asked to leave and got into a verbal and physical altercation with Security.	\$ 25,000	\$ -	\$ 25,000	\$ 29,403	\$ -	\$ 29,403	\$ 29,403
GL	4/1/2012	Wet Republic	Hakkasan Nightclub	Liberty	4/22/2012	Closed	Farmer et al	Other - Two women have filed a lawsuit against the MGM alleging racial bias for their not being allowed into Wet Republic.	\$ 80,000	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ 55,000
GL	4/1/2010	Dick's Last Resort Restaurant		AIG	9/11/2010	Closed	Gibson	Fall-In - Claimant's attorney alleges slip and fall.	\$ 10,000	\$ -	\$ 10,000	\$ 10,016	\$ -	\$ 10,016	\$ -

The Light Group

Package Loss Summary

Renewal Period: 4/1/2019 - 2020

LOB	Policy Date	Policy Number	Carrier	SIR	Valuation Date	Paid to Date	Expenses Paid	Reserves	Recoveries	Total Incurred	Within Retention	Carrier Net	Closed Claims	Open Claims	Closed No Pay	Total Claims
General Liability	1/20/15-4/1/16	Combined w/Hakkasan														
	10/5/14-3/31/15	PGL10005675700	Endurance	\$10,000	1/3/2019	\$142,000	\$0	\$33,369	-\$6,822	\$168,547	\$39,468	\$129,079	5	0	0	5
	10/5/13-14	CRADEGW13A0J	Aspen	\$10,000	12/15/2018	\$269,133	\$260,140	\$0	\$0	\$529,273	\$69,340	\$459,933	9	0	23	32
						\$0	\$0	\$0	\$0	\$0		\$0	0	0	0	0
LOB Total						\$411,133	\$260,140	\$33,369	-\$6,822	\$697,820	\$108,808	\$589,012	14	0	23	37
Auto	1/20/15-4/1/16	Combined w/Hakkasan														
	6/6/14-4/1/15	BAP0172393	Zurich	\$1,000 - Phys Dam \$0 - Liability	1/3/2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0
						\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0
LOB Total						\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0

P0126

The Light Group

Large Liability Losses > \$10,000
Renewal Period: 4/1/2019 - 2020

LOB	Policy Term	Carrier	Date of Loss	State	Status	Claimant	Description of Loss	Paid		O/S Reserve		Total Incurred	Within SIR	Carrier Net
								Loss	Expense	Loss	Expense			
GL	2014-15	Endurance	2/22/2015	NV	Closed	Adrian, Kelly	Trip and Fall - Claimant alleges a fall from	\$125,000	\$0	\$0	\$0	\$125,000	\$10,000	\$ 115,000
GL	2014-15	Endurance	2/27/2015	NV	Open	Leimann, Joann	Slip & fall/personal injuries	\$11,000	\$13,079	\$0	\$0	\$24,079	\$10,000	\$ 14,079
GL	2013-14	Aspen	12/25/2013	CA	Closed	Ali Nickookii	Cimt injured at insured location	\$8,000	\$4,224	\$0	\$0	\$12,224	\$10,000	\$ 2,224
GL	2013-14	Aspen	1/25/2014	NV	Closed	Annie Lean Young	Cimt stepped on a piece of glass and twisted her ankle at insured location	\$93,000	\$54,603	\$0	\$0	\$147,603	\$10,000	\$ 137,603
GL	2013-14	Aspen	2/12/2014	NV	Closed	Colin Barceloux	Cimt struck on with bottle-sustained cut over eye and bridge of nose	\$27,500	\$74,461	\$0	\$0	\$101,961	\$10,000	\$ 91,961
GL	2013-14	Aspen	3/16/2014	NV	Closed	Cathy Geary	Cimt injured at insured location	\$25,000	\$29,017	\$0	\$0	\$54,017	\$10,000	\$ 44,017
GL	2013-14	Aspen	7/28/2014	NV	Closed	Joseph Gelo	Claimant alleges injuries while at insured location	\$12,500	\$10,404	\$0	\$0	\$22,904	\$10,000	\$ 12,904
GL	2013-14	Aspen	6/29/2014	NV	Closed	Cody Saintgnue	Complaint allege of false imprisonment, Assault and Battery, Defamation, Breach of Duty of Public Accomodation and Negligence	\$95,000	\$86,224	\$0	\$0	\$181,224	\$10,000	\$ 171,224

P0127

ORDER TO BIND

Direction for Binding

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

Bind as Proposed

Property with Travelers @ \$397,809	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Property with SOMPO @ \$325,000	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Liability with Navigators - Existing SIR's of \$75K/\$25K/\$10K @ Total Cost of \$ 918,996.54	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Liability with James River - SIR of \$100K All Venues @ Total Cost of \$682,093.75	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Liability with James River - SIR of \$25K All Venues @ Total Cost of \$1,003,933.75	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Automobile with RLI @ \$61,488 plus \$1,125 MVR Charges	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with Colony - First \$10M Excess of Navigators @ Total Cost of \$327,285	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with Colony - First \$10M Excess of James River @ Total Cost of \$343,649.25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with Western World - \$10M xs \$10M @ Total Cost of \$83,347.55	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with SOMPO - \$5M xs \$20M @ Total Cost of \$25,448.23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with Markel - \$5M xs \$20M @ Total Cost of \$38,183.25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with SOMPO - \$25M xs \$25M @ Total Cost of \$91,821.63	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with AWAC - \$25M xs \$50M @ Total Cost of \$60,000	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Foreign Package with C N A @ Total Cost of \$5,789	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Pursue Optional Coverages

Aviation Insurance (Drones)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Site Pollution	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Higher Umbrella Limits	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

If not indicated, coverage will not be pursued.

Hakkasan USA, Inc.

Signature

Title

Printed Name

Date

CLAIM INFORMATION

Willis Claims Advocacy Center

The Willis Claims Advocacy Center provides a service unique in the insurance brokerage community. Willis Claims Consultants use the Center's services so they can spend more time addressing your claims issues in situations where face-to-face and day-to-day interaction is most effective. Our centralized Center has over 30 experienced claims professionals (18 years average experience per Advocate) who provide expert claims advocacy for local claims consultants on all lines of coverage.

Willis Claims Center Guidelines

Claims Center Reports the Following Types of Claims	
Property	Auto – Serious Injury, Complex Issues
Boiler & Machinery	GL – Serious Injury, Complex Issues
Cargo	Umbrella/Excess
Employee Dishonesty	Directors & Officers
Builders Risk	Employment Practices Liability
Inland Marine	Professional Liability
Pollution	Kidnap & Ransom
Asbestos & Mold	Intermediary Involvement
All Lawsuits	TPA Involvement

Report Directly to the Carrier**Workers' Compensation**

Auto – except fatalities, serious injury, complex liability/coverage situations

General Liability – except fatalities, serious injury, complex liability/coverage situations, construction defect, asbestos

Willis Claim Center Contact Information	Carrier Claim Contact Information
The claim center is available 24/7/365	Autotmobile - RLI
Phone 877 833 2678	Phone 800-444-0406
E-mail claimwest@willistowerswatson.com	E-mail new.claim@rlcorp.com

Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson is subject to the following terms and conditions.

1. General Terms and Conditions

- 1.1. **Fees and Expenses.** Unless otherwise agreed, we will submit invoices for the services provided and expenses incurred on a monthly basis. Invoices will be paid within 30 days of receipt. In the event that invoices are not paid within that time, we will be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law.

Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.

- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the “**Work Product**”) will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.

- 1.4. **Intellectual Property Rights and Work Product.** You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 1.5. **Confidentiality and Data Privacy.** Each party (the “**Recipient**”) will protect all confidential information which the other party (the “**Discloser**”) provides to it (whether orally, in writing or in any other form) (“**Confidential Information**”) using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order,

regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("**Personal Data**"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
- 1.9. **Third Parties.** We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "**Force Majeure Event**") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any Statement of Work or Service

Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.

- 1.11. **Miscellaneous.** These Terms, Conditions & Disclosures, together with any signed agreement between us applicable to the same services, set out the complete and exclusive statement of agreement and understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Terms, Conditions & Disclosures and a separately negotiated and signed agreement between you and Willis Towers Watson for the same services, the relevant portions of the signed agreement will control. Any modifications of or amendments to any MSA, Statement of Work, a Service Agreement, or a change to the services must be in writing and agreed by the parties. Should any provisions of an MSA, Statement of Work, Service Agreement, or any of the Terms, Conditions, & Disclosures be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable Statement of Work, Service Agreement, or these Terms, Conditions, & Disclosures and each party acknowledges that it has not entered into an any Statement of Work, or Service Agreement or will enter into a Statement of Work or Service Agreement, in reliance on any representation by the other party which is not contained in the MSA, the applicable Statement of Work, Service Agreement, or these Terms, Conditions & Disclosures.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from the EU, United States, Canada, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Terms, Conditions & Disclosures. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by Judicial Arbitration and

Mediation Services (JAMS) before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Terms, Conditions & Disclosures which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

- 1.14. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of the State of New York, without regard to any provisions governing conflicts of laws.

1.15. **Additional Provisions Applicable Only to Health and Benefits Services.**

- 1.15.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.
- 1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.

- 1.15.3. You agree that any enrollment or census data provided to Willis Towers Watson shall be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.
- 1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.
- 2.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. The following may be applicable where U.S. risks are insured with or through a foreign insurer or intermediary. The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.

- 2.15. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.16. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.
- 2.17. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.
- 2.18. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Terms, Conditions & Disclosures.

3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration

or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.

- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.
- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
- 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
- 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)

- 4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates.
- 4.2. A separate business unit within the Willis Towers Watson Group, FINMAR Market services, provides a wide range of services direct to certain insurers that place business for FINEX Global clients. A separate

fee is paid to FINMAR Market services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.

- 4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.
- 4.4. In addition to any other terms governing the use of your information as provided herein or in any other master services agreement, statement of work, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:
 - 4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;
 - 4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers' capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;
 - 4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;
 - 4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

5. Language

- 5.1. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

6. Inquiries and Complaints

- 6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.

Exhibit “C”

(Order to Bind)

ORDER TO BIND

Direction for Binding

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

Bind as Proposed

Property with Travelers @ \$397,809	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Property with SOMPO @ \$325,000	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Liability with Navigators - Existing SIR's of \$75K/\$25K/\$10K @ Total Cost of \$ 918,996.54	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Liability with James River - SIR of \$100K All Venues @ Total Cost of \$682,093.75	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
General Liability with James River - SIR of \$25K All Venues @ Total Cost of \$1,003,933.75	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Automobile with RLI @ \$61,488 plus \$1,125 MVR Charges	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with Colony - First \$10M Excess of Navigators @ Total Cost of \$327,285	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with Colony - First \$10M Excess of James River @ Total Cost of \$343,649.25	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Excess Liability with Western World - \$10M xs \$10M @ Total Cost of \$83,347.55	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with SOMPO - \$5M xs \$20M @ Total Cost of \$25,448.23	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Excess Liability with Markel - \$5M xs \$20M @ Total Cost of \$38,183.25	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with SOMPO - \$25M xs \$25M @ Total Cost of \$91,821.63	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Excess Liability with AWAC - \$25M xs \$50M @ Total Cost of \$60,000	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Foreign Package with C N A @ Total Cost of \$5,789	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Pursue Optional Coverages

Aviation Insurance (Drones)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Site Pollution	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Higher Umbrella Limits	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

If not indicated, coverage will not be pursued.

Hakkasan USA, Inc.



Signature

General Counsel

Title

Brandon Roos

Printed Name

4/3/2019

Date