

IN THE SUPREME COURT OF THE STATE OF NEVADA

ASPEN SPECIALTY INSURANCE
COMPANY,

Petitioner,

v.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; and THE HONORABLE
GLORIA STURMAN, DISTRICT JUDGE,
DEPT. 26,

Respondents,

ST. PAUL FIRE & MARINE
INSURANCE COMPANY; NATIONAL
UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA; and ROOF DECK
ENTERTAINMENT, LLC d/b/a
MARQUEE NIGHTCLUB

Real Parties in Interest.

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Nov 17 2021 01:50 p.m.
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Clerk of Supreme Court
*Related to Nevada Supreme Court
Case No. 81344*

District Court Case No. A-17-758902-C

**APPENDIX OF EXHIBITS TO
PETITION UNDER NRAP 21 FOR
WRIT OF MANDAMUS OR, IN THE
ALTERNATIVE,
PETITION FOR WRIT OF
PROHIBITION**

Volume XVII of XIX

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DOC NO.	DOCUMENT	VOL.	BATES NO.
1	[04/25/2018] St. Paul Fire & Marine Insurance Company's First Amended Complaint [filed under seal]	I	AA00001-AA00027
2	[08/29/2019] St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment Against Aspen Specialty Insurance Company	I	AA00028-AA00051
3	[08/29/2019] Exhibits and Declaration of Marc J. Derewetzky in Support of St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment Against Aspen Specialty Insurance Company	I, II	AA00052-AA00208
4	[08/29/2019] Request for Judicial Notice in Support of St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment Against Aspen Specialty Insurance Company	II	AA00209-AA00285
5	[09/13/2019] Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	II, III	AA00286-AA00312
6	[09/13/2019] Declaration of Nicholas B. Salerno in Support of Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	III	AA00313-AA00315
7	[09/13/2019] Declaration of Bill Bonbrest in Support of Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	III	AA00316-AA00318
8	[09/13/2019] Request for Judicial Notice in Support of Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	III	AA00319-AA00322
9	[09/13/2019] Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Appendix of Exhibits in Support of Motion for Summary Judgment	III	AA00323-AA00411
10	[09/13/2019] National Union Fire Insurance Company of Pittsburgh PA's Motion for Summary Judgment	III	AA00412-AA00439

11	[09/13/2019] Declaration of Nicholas B. Salerno in Support of National Union Fire Insurance Company of Pittsburgh, PA's Motion for Summary Judgment	III	AA00440-AA00442
12	[09/13/2019] Declaration of Richard C. Perkins in Support of National Union Fire Insurance Company of Pittsburgh, PA's Motion for Summary Judgment	III, IV	AA00443-AA00507
13	[09/13/2019] National Union Fire Insurance Company of Pittsburgh PA's Appendix of Exhibits in Support of Motion for Summary Judgment	IV, V, VI, VII	AA00508-AA00937
14	[09/13/2019] Request for Judicial Notice in Support of National Union Fire Insurance Company of Pittsburgh PA's Motion for Summary Judgment	VII	AA00938-AA00941
15	[09/19/2019] Aspen Specialty Insurance Company's Opposition to St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment and Countermotion for Summary Judgment	VII, VIII	AA00942-AA01153
16	[09/27/2019] St. Paul Fire & Marine Insurance Company's Opposition to Motion for Summary Judgment filed by Roof Deck Entertainment, LLC d/b/a Marquee Nightclub and Countermotion Re: Duty to Indemnify	VIII	AA01154-AA01173
17	[09/27/2019] Declaration of William Reeves in Support of St. Paul Fire & Marine Insurance Company's Opposition to Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	VIII	AA01174-AA01176
18	[09/27/2019] St. Paul Fire & Marine Insurance Company's Response to Statement of Facts Offered by Roof Deck Entertainment, LLC d/b/a Marquee Nightclub in Support of Its Motion for Summary Judgment	VIII	AA01177-AA01185
19	[09/27/2019] St. Paul Fire & Marine Insurance Company's Opposition to Motion for Summary Judgment filed by AIG and Request for Discovery per NRCP 56(d)	VIII, IX	AA01186-AA01221
20	[09/27/2019] Declaration of Marc J. Derewetzky in Support of St. Paul Fire & Marine Insurance Company's Opposition to AIG's Motion for Summary Judgment	IX	AA01222-AA01228

21	[09/27/2019] St. Paul Fire & Marine Insurance Company's Response to National Union Fire Insurance Company of Pittsburgh PA's Statement of Undisputed Facts in Support of Motion for Summary Judgment	IX	AA01229-AA01234
22	[09/27/2019] <u>Consolidated</u> Appendix of Exhibits in Support of St. Paul Fire & Marine Insurance Company's Opposition to Motions for Summary Judgment filed by AIG and Roof Deck Entertainment, LLC d/b/a Marquee Nightlife	IX, X	AA01235-AA01490
23	[10/02/2019] St. Paul Fire & Marine Insurance Company's Reply Supporting Its Motion for Partial Summary Judgment as to Aspen Specialty Insurance Company and Opposition to Aspen's Countermotion for Summary Judgment	X, XI	AA01491-AA01530
24	[10/07/2019] Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Opposition to St. Paul Fire & Marine Insurance Company's Countermotion for Summary Judgment	XI	AA01531-AA01549
25	[10/07/2019] Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Objection to Facts Not Supported by Admissible Evidence Filed in Support of St. Paul Fire & Marine Insurance Company's Opposition to Motion for Summary Judgment and Countermotion Re: Duty to Indemnify	XI	AA01550-AA01557
26	[10/07/2019] Aspen Specialty Insurance Company's Reply in Support of Its Countermotion for Summary Judgment	XI	AA01578-AA01592
27	[10/08/2019] Recorder's Transcript of Pending Motions	XI	AA01593-AA01616
28	[10/10/2019] National Union Fire Insurance Company of Pittsburgh PA's Reply in Support of Its Motion for Summary Judgment	XI	AA01617-AA01633
29	[10/10/2019] National Union Fire Insurance Company of Pittsburgh PA's Objections to Facts Not Supported by Admissible Evidence Filed in Support of St. Paul's Opposition to Motion for Summary Judgment and Request for Discovery Per NRCP 56(d)	XI, XII	AA01634-AA01656

30	[10/10/2019] Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Reply in Support of Motion for Summary Judgment	XII	AA01657-AA01667
31	[10/10/2019] St. Paul Fire & Marine Insurance Company's Reply to Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Opposition to St. Paul Fire & Marine Insurance Company's Countermotion	XII	AA01668-AA01679
32	[10/15/2019] Recorder's Transcript of Pending Motions	XII	AA01680-AA01734
33	[05/14/2020] Findings of Fact, Conclusions of Law and Order Granting Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	XII	AA01735-AA01751
34	[05/14/2019] Findings of Fact, Conclusions of Law and Order Granting National Union Fire Insurance Company of Pittsburg PA's Motion for Summary Judgment	XII	AA01752-AA01770
35	[05/14/2020] Order Denying St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment and Order Granting in Part Aspen Specialty Insurance Company's Counter-Motion for Summary Judgment	XII	AA01771-AA01779
36	[06/11/2020] Aspen Specialty Insurance Company's Renewed Motion for Summary Judgment	XIII	AA01780-AA01808
37	[06/11/2020] Appendix to Exhibits to Aspen Specialty Insurance Company's Renewed Motion for Summary Judgment	XIII, XIV, XV	AA01809-AA02124
38	[07/02/2020] St. Paul Fire & Marine Insurance Company's Renewed Opposition to Aspen Specialty Insurance Company's Renewed Motion for Summary Judgment	XV	AA02125-AA02164
39	[07/31/2020] Aspen Specialty Insurance Company's Reply to St. Paul Fire & Marine Insurance Company's Opposition to Aspen Specialty Insurance Company's Renewed Motion for Summary Judgment	XV	AA02165-AA02182

40	[10/09/2020] Order Denying Aspen Specialty Insurance Company's Renewed Motion for Summary Judgment	XV	AA02183-AA02194
41	Aspen Specialty Insurance Company's Reservation of Rights Letters dated August 5, 2014	XVI	AA02195-AA02207
42	Aspen Specialty Insurance Company Policy of Insurance issued to The Restaurant Group et al, Policy Number CRA8XYD11	XVI	AA02208-AA02325
43	St. Paul Fire and Marine Insurance Company Policy of Insurance issued to Premier Hotel Insurance Group (P2), Policy Number QK 06503290	XVII	AA02326-AA02387
44	National Union Fire Insurance Company of Pittsburgh, PA Policy of Insurance issued to The Restaurant Group et al, Policy Number BE 25414413	XVIII	AA02388-AA02448
45	Zurich American Insurance Company Policy of Insurance issued to Nevada Property I LLC, Policy Number PRA 9829242-01	XVIII, XIX	AA02449-AA02608

CERTIFIED POLICY

This certification is affixed to a policy which is a true and accurate copy of the document in the company's business records as of the date shown below.

No additional insurance is afforded by this copy.

St. Paul Fire and Marine Insurance Company

Name of Insuring Company(ies)

QK 06503290

03/01/11 to 03/01/13

04/24/18

Policy Number(s)

Policy Period(s)

Date



Kenneth Kupec, Second Vice President
BI Document Management



DECLARATIONS

St. Paul Fire and Marine Insurance Company

2 JERICO PLAZA
JERICO NY 11753

Item 1. Named Insured: PREMIER HOTEL INSURANCE GROUP (P2)
"A RISK PURCHASING GROUP"
Address: 10900 NE 4TH STREET
SUITE 1100
BELLEVUE WA 98004

Item 2. Policy Period: From: 03/01/2011 To: 03/01/2013
At 12:01 A.M. Standard Time at the address of the Named Insured shown above

Item 3. Limits Of Insurance

The Limits Of Insurance, subject to all the terms of this policy, are:

- A. \$25,000,000 Each occurrence
- B. \$100,000,000 General aggregate (in accordance with Section III, Limits Of Insurance)
- C. \$25,000,000 Products-Completed Operations aggregate (in accordance with Section III, Limits Of Insurance)

Item 4. Self Insured Retention \$0

Item 5. Premium: \$TBD
Surcharge/Surtax:

Rate, if applicable:

Minimum premium,
if applicable: \$

Item 6. Agent: NATIONAL SPECIALTY UNDERWRITERS
10900 NE 4TH STREET
SUITE 1100
BELLEVUE WA 98004

Agency Number: 4601026

Item 7. Endorsements attached: See attached schedule.

Item 8. Policy Number: QK06503290
This Replaces Policy Number: QK06502174

Brian MacLean
President

Wendy C. Skj
Secretary

SU089 Ed. 3-03

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Page 1 of 2

TRAVELERS DOC MGMT 2 of 62

T000002

POLICY FORM LIST



Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
Disclosure Notice Terrorism Risk Insurance Act Of 2002	D0100	03-09
Declarations (St. Paul Fire and Marine Insurance Company)	SU089	03-03
Policy Form List	40705	05-84
What To Do If You Have A Loss - Specialty Commercial Umbrella Liability Policy	SU106	05-03
Specialty Commercial Umbrella Liability Policy	SU001	10-02
Amendment of Cancellation Notice	SU007	10-02
Claims-Made Coverage And Extended Reporting Period Endorsement	SU015	06-08
Anti-Stacking Endorsement	SUP028	02-10
Pollution Exclusion Exception For Certain Equipment Including Pollutants From Swimming Pools And Garages	SUP029	02-10
Employee Benefit Liability Endorsement	SU035	06-08
Lead Exclusion	SU050	10-02
Mold or Other Fungi or Bacteria Exclusion	SU061	10-02
Pesticide, Herbicide or Fertilizer Applications Endorsement	SU070	10-02
Waiver of Rights of Recovery Endorsement	SU085	10-02
Scheduled Retained Limits	SU091	03-03
Scheduled Underlying Insurance	SU109	08-08
Scheduled Underlying Insurance - Continued	SU110	03-03
Silica Exclusion	SU157	08-04
Washington Amendatory Endorsement	SU162	09-04
Unsolicited Communication Exclusion Endorsement	SU163	10-04
Application Of Limits Of Insurance	SU221	04-11
Auto Liability Limits of Ins. End't. - Exception for Damages Not Subj to Underlying Aggregate Limit Applies Only to Auto	SU244	10-06
Auto Liability Limitation	SU257	03-07
Garagekeepers Legal Liability	SU260	04-07
Pollution Exclusion Except Building Heating Or Air Conditioning Equipment Or Water Heating Equipment	SU267	03-07
Knowledge Of Occurrence Or Claim	SU280	12-07
Crisis Management Service Expense Endorsement	SU300	12-09
Failure To Notify Insurer Of Occurrence	SUM189	04-08

Name of Insured Policy Number QK06503290 Effective Date 03/01/11
PREMIER HOTEL INSURANCE GROUP (P2) Processing Date 05/03/11 13:52 001

40705 Ed. 5-84 Form List
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Page 1

TRAVELERS DOC MGMT 4 of 62

T000004

**DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002**

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The premium charge shown below is for coverage under this policy for Insured losses covered by the Act. This terrorism premium does not include any charges for the portion of insured losses covered by the federal government under the Act.

If \$0 is shown below for the certified acts of terrorism premium charge, this policy provides such terrorism coverage for no premium charge.

The certified acts of terrorism premium charge shown below applies to all coverage under this policy for Insured Losses covered by the Act that you purchased for a premium charge. For any insuring agreement or coverage part for which you did not purchase such terrorism coverage, this policy may include one or more terrorism exclusions that apply to certified acts of terrorism. Under the federal Terrorism Risk Insurance Program Reauthorization Act of 2007, the applicable definition of certified acts of terrorism no longer requires that the act of terrorism be committed on behalf of a foreign person or foreign interest. Therefore, each such exclusion is not limited to an act of terrorism committed on behalf of a foreign person or interest.

Name of Insured: PREMIER HOTEL INSURANCE GROUP (P2)

Policy Number: QK06503290

Effective Date: 03/01/11

Certified Acts Of Terrorism Premium Charge: INCLUDED

Processing Date: 05/03/11 13:52 001

What To Do If You Have A Loss - Specialty Commercial Umbrella Liability Policy

When an Occurrence happens or is committed that will likely result in damages that are covered by this policy, you or any Insured covered under this policy are required to report the claim to:

The Travelers Companies, Inc.
Attn: Travelers Excess Casualty Claim Division
Mail Code 9275-NB08E
385 Washington Street
St. Paul, MN 55102-1396

All other terms of your policy remain the same.

Specialty Commercial Umbrella Liability Policy

This is a Commercial Umbrella Liability Policy Form. It specifies the coverage provided, restrictions or exclusions to that coverage, and the rights and duties under this contract.

Throughout this policy the words "you" and "your" refer to the **Named Insured**. The word "**Named Insured**" and all other words or phrases that appear in bold, other than bold used for titles, have or include special meaning as described in this form. The words "we", "us" and "our" refer to the Company indicated in the Declarations as providing this insurance.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you as follows:

Insuring Agreements

I. Coverage

A. We will pay on behalf of:

1. the **Insured** all sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law; or
2. the **Named Insured** all sums in excess of the **Retained Limit** that the **Named Insured** becomes legally obligated to pay as damages assumed by the **Named Insured** under an **Insured Contract**;

because of:

1. **Bodily Injury** or **Property Damage** that occurs during the **Policy Period** and is caused by an **Occurrence**; or
2. **Personal Injury** or **Advertising Injury** that is caused by an **Occurrence** committed during the **Policy Period**;

if such **Occurrence** takes place anywhere in the world, except for any country or jurisdiction which is subject to any trade sanction, embargo or similar regulation imposed by the United States of America that prohibits the transaction of business with or within such country or jurisdiction.

If we are prevented by law or statute from paying such sums on behalf of any **Insured**, then we will, where permitted by law or statute, indemnify that **Insured** for such sums in excess of the **Retained Limit**. In any event, the amount we will pay for damages is limited as described in Section III, Limits of Insurance.

There is no coverage under this policy for **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** unless a **Retained Limit** applies.

B. Retained Limit means the greater of the following:

1. the total of the applicable limits of all **Scheduled Underlying Insurance**, and the applicable limits of any **Other Insurance**, for **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** covered by such **Scheduled Underlying Insurance** or **Other Insurance**;
2. the total of the applicable limits of all **Scheduled Retained Limits** for **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** covered by such **Scheduled Retained Limits**; or
3. if applicable, the amount stated in the Declarations as a **Self Insured Retention** because of any **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** not covered by either any **Scheduled Underlying Insurance** or any **Scheduled Retained Limit**, and caused by any one **Occurrence**.

C. If coverage for the Bodily Injury, Property Damage, Personal Injury or Advertising Injury does not exist under any:

1. Scheduled Underlying Insurance; or
2. Scheduled Retained Limit;

because of a specific exclusion or other specific coverage limitation, then paragraph I. Coverage B.3 above does not apply, unless such coverage is specifically provided by endorsement to this policy.

D. This insurance applies to Bodily Injury and Property Damage only if no Named Insured knew, prior to the Policy Period, that the Bodily Injury or Property Damage had occurred, in whole or in part. If a Named Insured knew, prior to the Policy Period, that the Bodily Injury or Property Damage had occurred, then any continuation, change or resumption of such Bodily Injury or Property Damage during or after the Policy Period will be considered to have been known by a Named Insured prior to the Policy Period if such continuation, change or resumption would otherwise be covered by this policy because of a continuous, multiple or other coverage trigger required under the law that applies.

Bodily Injury or Property Damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any Named Insured includes any continuation, change or resumption of that Bodily Injury or Property Damage after the end of the Policy Period if that would be the result because of a continuous, multiple or other coverage trigger required under the law that applies.

Bodily Injury or Property Damage will be considered to have been known to have occurred at the earliest time when any Named Insured:

1. reports all, or any part, of the Bodily Injury or Property Damage to us or any other insurer;
2. receives a written or verbal demand or Claim for damages because of the Bodily Injury or Property Damage; or
3. becomes aware by any means that the Bodily Injury or Property Damage has occurred or has begun to occur.

E. Solely for the purpose of liability assumed by the Named Insured under an Insured Contract, reasonable attorney's fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of Bodily Injury, Property Damage, Personal Injury or Advertising Injury, provided:

1. liability to such party for such attorney's fees and necessary litigation expense has also been assumed by the Named Insured in the same Insured Contract; and
2. such attorney's fees and litigation expenses are for defense of such party against a Suit seeking damages covered by this policy.

F. If any Scheduled Underlying Insurance has a limit of insurance greater than the amount shown in the Schedule of Underlying Insurance, this policy will apply in excess of that greater amount. If any Scheduled Underlying Insurance has a limit of insurance, prior to any reduction or exhaustion by payment of one or more Claims or Suits seeking damages that would be covered under this policy, that is less than the amount shown in the Schedule of Underlying Insurance, this policy will apply in excess of the amount shown in that schedule.

If any Scheduled Retained Limit has a limit of insurance greater than the amount shown in the Schedule of Retained Limits, this policy will apply in excess of that greater amount. If any Scheduled Retained Limit has a limit of insurance, prior to any reduction or exhaustion by payment of one or more Claims or Suits seeking damages that would be covered under this policy, that is less than the amount shown in the Schedule of Retained Limits, this policy will apply in excess of the amount shown in that schedule.

G. If the total of the applicable limits of any Scheduled Underlying Insurance or any Scheduled Retained Limit are reduced or exhausted by payment of one or more Claims or Suits seeking damages that would be covered by this policy, we will:

1. in the event of reduction of the limits of the Scheduled Underlying Insurance or the Scheduled Retained Limit, pay in excess of such reduced limits; or
2. in the event of exhaustion of the limits of the Scheduled Underlying Insurance or the Scheduled Retained Limit, continue in force as underlying insurance upon such exhaustion;

and subject to any specific exclusions or other specific coverage limitations of that Scheduled Underlying Insurance or Scheduled Retained Limit.

H. The applicable limits of any Scheduled Underlying Insurance or Scheduled Retained Limit shall not, for the purpose of determining when this policy applies, be reduced or exhausted by any payment with respect to Claims or Suits seeking damages which are not covered by this policy.

II. Defense

A. We shall have the right and duty to assume control of the defense of any Claim or Suit seeking damages covered by this policy, and we shall have the right to investigate and settle such Claim or Suit, when the Retained Limit has been exhausted by payment of judgments or settlements that would be covered by this policy. These rights and duties apply even if the Claim or Suit is groundless, false or fraudulent.

B. Prior to the exhaustion of the Retained Limit we shall have the right, but not the duty, to participate in the investigation, settlement or defense of any Claim or Suit seeking damages that would be covered by this policy. This right includes the opportunity to participate in the defense of any Claim or Suit that may result in damages covered by this policy. If we exercise this right, we will do so at our own expense.

C. We have no duty to defend, investigate or settle any Claim or Suit seeking damages not covered by this policy.

D. We will not defend any Claim or Suit after the applicable limits of insurance under this policy have been exhausted by payment of judgments or settlements.

E. All expenses we incur in the defense of any Claim or Suit are in addition to the limits of insurance under this policy.

F. When we assume the defense of any Claim or Suit we will pay the following, to the extent that they are not included in the Scheduled Underlying Insurance, Scheduled Retained Limits or in any Other Insurance:

1. premiums on bonds to release attachments for amounts not exceeding our limits of insurance, but we are not obligated to apply for or furnish any such bond;
2. premiums on appeal bonds required by law to appeal any Claim or Suit we defend, but we are not obligated to apply for or furnish any such bond;
3. all costs taxed against the Insured for Bodily Injury, Property Damage, Personal Injury or Advertising Injury, covered by this policy, in any Suit we defend;
4. pre-judgment interest awarded against the Insured on that part of the judgment we pay. But if we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer;
5. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance under this policy; and

6. the Insured's reasonable expenses incurred at our request.

- G. When we have the duty to defend, but are prevented by law or otherwise from performing that duty, the Insured shall make or arrange for any necessary investigation or defense. We will reimburse the Insured for the reasonable and necessary expenses incurred to provide that investigation or defense, subject to the terms and conditions of this policy.

III. Limits Of Insurance

- A. The limits of insurance stated in Item 3 of the Declarations and the rules below establish the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or Suits brought;
3. person or organizations making Claims or bringing Suits; or
4. coverages provided under this policy.

- B. The General Aggregate Limit is the most we will pay for all damages covered under Insuring Agreement I. Coverage except for:

1. damages included in the Products - Completed Operations Hazard; and
2. coverages included in the Scheduled Underlying Insurance or Scheduled Retained Limits to which no underlying aggregate applies.

If any Scheduled Underlying Insurance or any Scheduled Retained Limit contains aggregate limits, other than an aggregate applying to the Products-Completed Operations Hazard, the General Aggregate stated in the Declarations will apply in the same manner as the aggregate limits of each Scheduled Underlying Insurance or each Scheduled Retained Limit.

- C. The Products - Completed Operations Aggregate Limit is the most we will pay for all damages included in the Products - Completed Operations Hazard.

- D. Subject to B. and C. above, the Each Occurrence Limit is the most we will pay for all damages covered under Insuring Agreement I. Coverage because of all Bodily Injury, Property Damage, Personal Injury and Advertising Injury caused by any one Occurrence.

- E. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve months, starting with the beginning of the Policy Period shown in the Declarations. If, however, the Policy Period is extended after issuance for an additional period of less than 12 months, the additional period will be considered part of the last preceding period for purposes of determining the limits of insurance that apply.

IV. Definitions

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

1. notices that are published include material placed on the Internet or similar electronic means of communication;
2. only that part of your website that is about your goods, products or services for the purpose of attracting customers or supporters is considered an Advertisement; and

3. the placing of advertising, borders or frames for you or others, or links for or to others, on or in your website is not considered an Advertisement.
- B. **Advertising Idea** means a manner or style of Advertisement that others use and intend to attract attention in their Advertisement. However, information used to identify or record customers or supporters, such as a list of customers or supporters, shall not be considered to be an Advertising Idea.
- C. **Advertising Injury** means injury, other than Bodily Injury or Personal Injury, arising out of your business and caused by one or more of the following offenses:
1. oral, written or electronic publication of material in your Advertisement that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 2. oral, written or electronic publication of material in your Advertisement that violates a person's right of privacy;
 3. unauthorized use in your Advertisement of another's Advertising Idea; or
 4. infringement in your Advertisement of another's copyright, trade dress, or Slogan.
- D. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But Auto does not include Mobile Equipment.
- E. **Bodily Injury** means any physical harm, sickness or disease to the physical health of other persons, including death or any of the following resulting at any time from such physical harm, sickness or disease:
1. mental injury;
 2. mental anguish;
 3. emotional distress;
 4. shock; or
 5. humiliation.
- F. **Claim** means a demand that seeks damages.
- G. **Employee** includes any person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. However, Employee does not include any person who is furnished to you to substitute for a permanent Employee on leave or to meet seasonal or short-term workload conditions.
- H. **Hostile Fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- I. **Impaired Property** means Tangible Property, other than Your Product or Your Work, that cannot be used or is less useful because:
1. it incorporates Your Product or Your Work that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. you have, or anyone acting on your behalf has, failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
 1. the repair, replacement, adjustment or removal of Your Product or Your Work; or
 2. you, or anyone acting on your behalf, fulfilling the terms of the contract or agreement.
- As used in this definition, Tangible Property does not include data.

J. Insured means each of the following, to the extent set forth:

1. the Named Insured;
2. any person or organization, other than the Named Insured, included as an additional insured in any Scheduled Underlying Insurance but then for no broader coverage than is provided to such person or organization under such Scheduled Underlying Insurance;
3. any of your Employees, other than:
 - a. your managers if you are a limited liability company; or
 - b. your executive officers if you are an organization other than a partnership, joint venture or limited liability company;

but only for acts within the scope of their employment by you while performing duties related to the conduct of your business.

However, no person or organization is an Insured under this paragraph IV.J.3. for the ownership, maintenance, operation, use, Loading or Unloading, or entrustment to others, of any Autos, aircraft or watercraft unless such coverage is included under the Scheduled Underlying Insurance and then for no broader coverage than is provided under such Scheduled Underlying Insurance.

4. any person, other than any of your Employees, or organization while acting as your real estate manager;
5. any person, organization, trustee or estate to whom you are obligated by a written contract or agreement to provide insurance such as is afforded by this policy but only with respect to liability arising out of:
 - a. Your Work; or
 - b. facilities owned or used by you.
6. any person (other than any of your partners or co-venturers if you are a partnership or joint venture, any of your members or managers if you are a limited liability company, or any of your executive officers, directors or stockholders if you are an organization other than a partnership, joint venture or limited liability company, or any of your Employees) or organization with respect to any Auto:
 - a. owned by you, loaned to you or hired by you or on your behalf; and
 - b. used by that person or organization with your permission.

However, none of the following is an Insured under this paragraph IV.J.6.:

- a. the owner or anyone else from whom you hire or borrow an Auto. But this exception does not apply if the Auto is a trailer or semi-trailer connected to an Auto you own; or
- b. any person using an Auto while working in a business that sells, services, repairs or parks Autos unless you are in that business.

K. Insured Contract means that part of any contract or agreement pertaining to your business under which the Named Insured assumes the Tort Liability of another party to pay for Bodily Injury, Property Damage, Personal Injury or Advertising Injury to a third person or organization, but only if:

1. the Bodily Injury or Property Damage occurs; or
2. the Personal Injury or Advertising Injury is caused by an Occurrence committed;

subsequent to the execution of the Insured Contract.

L. Loading or Unloading means the handling of property:

1. while it is being moved from the place where it is accepted for transportation;
2. while it is being loaded, transported or unloaded; and
3. until it is moved to the place where it is finally delivered.

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

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in paragraphs IV.M.1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in IV.M.1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:

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

N. Named Insured means:

1. any person or organization listed in Item 1 of the Declarations, any company that is your subsidiary as of the effective date of this policy and any company in which you own a majority or controlling interest as of the effective date of this policy; and
2. any organization, other than a partnership, joint venture or limited liability company, which is newly acquired, controlled or formed by you during the Policy Period but only:
 - a. as respects Occurrences taking place after you acquire, take control of or form such organization;

- b. to the extent such organization is included under the coverage provided by any **Scheduled Underlying Insurance**;
- c. if you give us prompt notice after you acquire, take control of or form such organization; and
- d. if you own a majority or controlling interest in such organization;

We may make an additional premium charge for any such organizations you acquire, take control of or form during the **Policy Period**;

- 3. if you are an individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner;
- 4. if you are a partnership or joint venture, your partners or co-venturers and their spouses, but only with respect to the conduct of your business;
- 5. if you are a limited liability company, your members, but only with respect to the conduct of your business, and your managers, but only with respect to their duties as your managers; and
- 6. if you are an organization other than a partnership, joint venture or limited liability company, any of your executive officers, directors or stockholders but only while acting within their duties or capacities as such;

However, no person or organization is a **Named Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the **Declarations**.

Also, no person or organization is a **Named Insured** under paragraphs IV.N.3., 4., 5. or 6. for the ownership, maintenance, operation, use, **Loading or Unloading**, or entrustment to others, of any Autos, aircraft or watercraft unless such coverage is included under the **Scheduled Underlying Insurance** and then for no broader coverage than is provided under such **Scheduled Underlying Insurance**.

O. Occurrence means:

- 1. as respects **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **Bodily Injury** or **Property Damage**. All **Bodily Injury** or **Property Damage** caused by such exposure to substantially the same general harmful conditions shall be considered to be caused by one **Occurrence**;
- 2. as respects **Personal Injury**, an offense arising out of your business that results in **Personal Injury**. All **Personal Injury** caused by the same or related injurious material, act or offense shall be considered to be caused by one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making **Claims** or bringing **Suits**; and
- 3. as respects **Advertising Injury**, an offense committed in the course of advertising your goods, products and services that results in **Advertising Injury**. All **Advertising Injury** caused by the same or related injurious material, act or offense shall be considered to be caused by one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making **Claims** or bringing **Suits**.

P. Other Insurance means any insurance providing coverage for damages covered in whole or in part by this policy. Other Insurance includes alternative risk transfer, risk management or financing methods or programs, such as risk retention groups or self-insurance methods or programs. But Other Insurance does not include:

- 1. any **Scheduled Underlying Insurance**;

2. the Self-Insured Retention; or
 3. any policy of insurance specifically purchased to be excess of this policy and affording coverage that this policy also affords.
- Q. Personal Injury** means injury, other than Bodily Injury or Advertising Injury, arising out of your business and caused by one or more of the following offenses:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. the wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
 4. oral, written or electronic publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services; or
 5. oral, written or electronic publication of material that violates a person's right of privacy.
- R. Policy Period** means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the termination date of this policy.
- S. Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and Waste.
- T. Products - Completed Operations Hazard** means all Bodily Injury and Property Damage occurring away from premises you own, rent or borrow and arising out of Your Product or Your Work except:
1. products that are still in your physical possession; or
 2. work that has not yet been completed or abandoned. However, we will consider Your Work to be completed at the earliest of the following times:
 - a. when all of the work called for in your contract has been completed;
 - b. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - c. when any person or organization, other than another contractor or subcontractor working on the same project, has put that part of the work done at a job site to its intended use.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, shall be considered to be completed.
- The Products - Completed Operations Hazard does not include Bodily Injury or Property Damage arising out of:
1. the transportation of property, unless the Bodily Injury or Property Damage arises out of a condition in or on a vehicle created by the Loading or Unloading of that vehicle by an Insured; or
 2. the existence of tools, uninstalled equipment or abandoned or unused materials.
- U. Property Damage** means:
1. physical injury to Tangible Property of others including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 2. loss of use of Tangible Property of others that is not physically injured. All such loss of use shall be deemed to occur at the time of the Occurrence that caused it.

As used in this definition, **Tangible Property** does not include data.

- V. **Scheduled Retained Limits** means the amount and type of insurance, not covered by any **Scheduled Underlying Insurance**, listed in the Schedule of Retained Limits forming a part of this policy.
- W. **Scheduled Underlying Insurance** means:
1. the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy; and
 2. automatically any renewal or replacement of any policy described in paragraph IV.W.1. above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.
- X. **Self-Insured Retention** means the amount indicated in Item 4 of the Declarations which is the maximum amount that:
1. the **Insured** becomes legally obligated to pay by reason of liability imposed by law; or
 2. the **Named Insured** becomes legally obligated to pay as damages assumed by the **Named Insured** under an **Insured Contract**;
- not covered by either any **Scheduled Underlying Insurance** or any **Scheduled Retained Limit** and caused by any one **Occurrence**.
- Y. **Slogan** means a phrase that others use and intend to attract attention in their **Advertisement**. However, a **Slogan** does not include a phrase used as, or in, the name of:
1. any person or organization, other than you; or
 2. any business or any of the premises, goods, products or services of any person or organization, other than you.
- Z. **Suit** means a civil proceeding that seeks damages. **Suit** includes:
1. an arbitration proceeding that seeks damages and to which you must submit or do submit with our consent; or
 2. any other alternative dispute resolution proceeding that seeks damages and to which you submit with our consent.
- AA. **Tort Liability** means a liability that would be imposed by law in the absence of any contract or agreement.
- BB. **Waste** includes materials which are intended to be or have been recycled, reconditioned or reclaimed.
- CC. **Your Product** means:
1. any goods or products, other than real property, that are or were manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Product; and
2. the providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

DD. Your Work means:

1. work or operations performed or being performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Work; and
2. the providing of or failure to provide warning or instructions.

V. Exclusions

This insurance does not apply to:

A. Workers' Compensation, Disability Benefits or Unemployment Compensation Laws

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

B. ERISA or COBRA

Any obligation of the Insured under:

1. the Employees Retirement Income Security Act Of 1974 (ERISA);
2. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); or
3. any similar common or statutory law of any jurisdiction;

including any amendments to such laws.

C. Uninsured Motorists, Underinsured Motorists or Automobile No-Fault Laws

Any liability or obligation of the Insured under any automobile:

1. uninsured motorists;
2. underinsured motorists; or
3. no-fault or other first party benefits law.

D. Asbestos

1. Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the actual, alleged or threatened:

- a. absorption, ingestion or inhalation of asbestos in any form by any person; or
- b. existence of asbestos in any form.

2. **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the actual, alleged or threatened:
- a. absorption, ingestion or inhalation of any other solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and **Waste**, in any form by any person; or
 - b. existence of any such other irritant or contaminant in any form;
- and that is part of any **Claim** or **Suit** that also alleges any **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** described in paragraph V.D.1. of this exclusion, above.
3. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any **Insured** or others:
- a. test for, monitor, clean up, remove, contain, treat, detoxify or neutralize asbestos in any form; or
 - b. respond to, or assess, in any way the effects of asbestos in any form.

Because asbestos, and any other such irritants or contaminants, are **Pollutants**, this exclusion applies in addition to any of the following exclusions that apply:

- a. the pollution exclusion in this policy; or
- b. any other pollution-related exclusion made part of this policy.

E. Employment-Related Practices

Bodily Injury or Personal Injury to:

- 1. a person arising out of any:
 - a. refusal to employ that person;
 - b. termination of that person's employment; or
 - c. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, failure to promote or advance, harassment, humiliation or discrimination applied to or directed at that person; or
- 2. the spouse, child, parent, brother or sister of that person as a consequence of such **Bodily Injury** or **Personal Injury** to that person described in paragraph V.E.1., of this exclusion, above.

This exclusion applies to any obligation to share damages with or repay someone else who must pay damages because of the **Bodily Injury** or **Personal Injury**.

F. Property Damage to Certain Property

Property Damage to:

- 1. property you own, rent or occupy;
- 2. premises you sell, give away or abandon if the **Property Damage** arises out of any part of those premises;
- 3. property loaned to you;
- 4. personal property in the care, custody or control of any **Insured**;

5. that particular part of real property on which you or any contractors or sub-contractors working directly or indirectly on your behalf are performing operations if the **Property Damage** arises out of those operations;
6. that particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it;
7. **Your Product** arising out of **Your Product** or any part of it; or
8. **Your Work** arising out of **Your Work** or any part of it and included in the **Products-Completed Operations Hazard**, unless the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

Paragraph V.F.2, of this exclusion, above, does not apply if the premises are **Your Work** and were never occupied, rented or held for rental by you.

Paragraph V.F.6, of this exclusion, above, does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

G. Property Damage to Impaired Property or Property Not Physically Injured

Property Damage to Impaired Property, or property that has not been physically injured, arising out of:

1. a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or
2. a delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

H. Product Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. **Your Product**;
2. **Your Work**; or
3. **Impaired Property**;

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

I. Expected or Intended Bodily Injury or Property Damage

Bodily Injury or Property Damage expected or intended from the standpoint of the **Insured**.

This exclusion does not apply to **Bodily Injury or Property Damage** resulting from the use of reasonable force to protect persons or property.

J. Known Violation of Rights

Personal Injury or Advertising Injury caused by or committed at the direction of the **Insured**, or by an offense committed at the direction of the **Insured**, with knowledge that the rights of another would be violated and that **Personal Injury or Advertising Injury** would result.

K. Material Published with Knowledge of Falsity

Personal Injury or Advertising Injury arising out of oral, written, or electronic publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity.

L. Material Published Prior to Policy Period

Personal Injury or Advertising Injury arising out of any:

1. oral, written, or electronic publication of material whose first publication;
2. unauthorized use in your **Advertisement** of another's **Advertising Idea** if that unauthorized use first; or
3. infringement in your **Advertisement** of another's copyright, trade dress or **Slogan** if that infringement first;

took place before the beginning of the **Policy Period**.

M. Criminal Acts

Personal Injury or Advertising Injury arising out the willful violation of a penal statute or ordinance committed by, at the direction of, any **Insured**.

N. Advertising, Broadcasting, Publishing, Telecasting, Media and Internet Businesses

Personal Injury or Advertising Injury committed by an **Insured** whose business is:

1. Advertising, broadcasting, publishing or telecasting;
2. Designing or determining content of websites for others; or
3. An Internet search, access, content or service provider.

However, this exclusions does not apply to **Personal Injury** caused by any of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor.

For the purpose of this exclusion, the placing of advertising, borders or frames for an **Insured** or others, or links for or to others, on or in an **Insured's** website is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

O. Breach of Contract

Personal Injury or Advertising Injury arising out of breach of contract, other than misappropriation of **Advertising Ideas** under an implied contract.

P. Quality or Performance of Goods - Failure to Conforms to Statements

Advertising Injury arising out of the failure of goods, products or services to conform with advertised quality or performance.

Q. Wrong Description of Prices

Advertising Injury arising out of the wrong description of the price of goods, products or services.

R. Intellectual Property

Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the actual or alleged infringement or violation of any of the following rights or laws:

1. copyright;
2. patent;
3. trade name;
4. trade secret;
5. trademark; or
6. other intellectual property rights or laws.

This exclusion does not apply to **Bodily Injury or Property Damage** that:

1. results from **Your Products or Your Work**; or
2. is included in the **Products-Completed Operations Hazard**.

This exclusion also does not apply to **Advertising Injury** that results from:

1. the unauthorized use in your **Advertisement** of another's **Advertising Idea**; or
2. infringement in your **Advertisement** of another's copyright, trade dress or trademarked **Slogan**.

S. Pollution

1. **Bodily Injury, Property Damage or Personal Injury or Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere in the world;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that we, the **Insured** or any other person or organization test for, monitor, clean-up, remove, contain, treat, detoxify, respond to, neutralize or assess the effects of **Pollutants**; or
3. Any loss, cost or expense arising out of any **Claim or Suit** by or for any governmental authority or any other person or organization for damages arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or responding to or assessing in any way, **Pollutants**.

This exclusion does not apply to **Bodily Injury or Property Damage**:

- a. arising out of heat, smoke or fumes from a **Hostile Fire**;
- b. arising out of the upset, overturn or collision of an **Auto**; or
- c. included in the **Products-Completed Operations Hazard**;

if insurance for such **Bodily Injury or Property Damage** is provided by any **Scheduled Underlying Insurance** or any **Scheduled Retained Limit**. However, the insurance provided by this policy for such **Bodily Injury or Property Damage** will not be broader than the insurance provided by such **Scheduled Underlying Insurance** or **Scheduled Retained Limit**.

T. Nuclear Material

Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of:

1. the actual, alleged or threatened exposure of any person or property to; or
2. the **Hazardous Properties** of;

any **Nuclear Material**.

As used in this exclusion:

1. **hazardous properties** includes radioactive, toxic or explosive properties;
2. **nuclear material** means source material, special nuclear material or by-product material;
3. **source material, special nuclear material and by-product material** have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.

Because **Nuclear Material** is a **Pollutant**, this exclusion applies in addition to any of the following exclusions that apply:

1. the pollution exclusion in this policy; or
2. any other pollution-related exclusion made part of this policy.

VI. Additional Exclusions

This insurance does not apply to the following, unless insurance for such liability is provided by any **Scheduled Underlying Insurance** or any **Scheduled Retained Limit** and then it will be no broader than the insurance provided by such **Scheduled Underlying Insurance** or **Scheduled Retained Limit**:

A. Fellow Employee

Liability of any **Employee** with respect to **Bodily Injury** or **Personal Injury** to:

1. another **Employee** of the same employer; or
2. the spouse or any child, parent, brother or sister of that other **Employee** as a consequence of such **Bodily Injury** or **Personal Injury** to that other **Employee** described in paragraph VI.A.1. of this exclusion.

B. Watercraft

Bodily Injury or **Property Damage** arising out of the ownership, maintenance, use, operation, **Loading** or **Unloading**, or entrustment to others of any watercraft owned, operated or rented by, or loaned to, any **Insured**. This exclusion does not apply to watercraft while ashore on premises owned or rented by any **Insured**.

C. Aircraft

Bodily Injury or **Property Damage** arising out of the ownership, maintenance, use, operation, **Loading** or **Unloading** or entrustment to others of any aircraft owned, rented or chartered by, or loaned to, any **Insured** or on an **Insured's** behalf, with or without crew.

VII. Conditions

A. Appeals

We have the right but not the duty to appeal an award or judgment, including damages covered by this policy, in excess of the applicable **Retained Limit**. If we elect to appeal we will pay, in addition to any applicable limits of insurance of this policy, all costs, interest and expenses incidental to such appeal. However, the result of an appeal will not change the limits of coverage that apply under this policy.

B. Audit

We may audit the Insured's books and records at any time during the term of the Policy Period or within three years after expiration or termination of this policy.

C. Bankruptcy or Insolvency

1. The Insured's bankruptcy, insolvency or inability to pay, or the bankruptcy, insolvency or inability to pay of any issuer of **Scheduled Underlying Insurance** will not relieve us of our obligations under this policy.
2. In the event of any such bankruptcy, insolvency or inability to pay:
 - a. this insurance will neither replace or reduce the insurance provided by **Scheduled Underlying Insurance** nor replace or reduce any **Scheduled Retained Limit**; and
 - b. this insurance will apply only to amounts in excess of the applicable limits of such **Scheduled Underlying Insurance** and **Scheduled Retained Limits**.

D. Cancellation

1. You may cancel this policy. You must mail or deliver to us advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than 60 days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations shall be sufficient to prove such notice.
3. The Policy Period will end on the day and time stated in the cancellation notice.
4. If we cancel, final premium shall be calculated pro rata based on the time this policy was in force.
5. If you cancel, final premium will be more than pro rata. It will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any premium refund due you. Our check, or our representative's check, mailed or delivered to you at your mailing address shown in Item 1 of the Declarations, shall be sufficient tender of any such refund due you.
7. The first Named Insured in Item 1 of the Declarations shall act on behalf of all other Insureds with respect to the giving or receiving of notice of cancellation and the receipt of any premium refund that may become payable under this policy.

8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver of, or a change in, any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

F. Duties in the Event of an Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an Occurrence which may result in a Claim or Suit seeking damages covered by this policy. To the extent possible, notice should include:
 - a. how, when and where the Occurrence took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the Occurrence.
2. If a Claim is made or Suit is brought against any Insured that is reasonably likely to involve the coverage provided by this policy, you must notify us in writing as soon as practicable. You and any other involved Insured also must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the Claim or Suit;
 - b. authorize us to obtain necessary records and other information;
 - c. cooperate with us in the investigation, settlement or defense of any Claim or Suit we investigate, settle or defend; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may apply.
3. No Insured will, except at that Insured's own expense, voluntarily make a payment, assume any obligation, make any admission, or incur any expense, other than for first aid for Bodily Injury covered by this policy, without our consent.

G. First Named Insured

The person or organization first named in Item 1 of the Declarations is primarily responsible for the payment of all premiums, the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable under this policy.

H. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give your reports on the conditions that we find. We may also recommend changes. However, we will not undertake to perform the duty of any person or organization to provide for the health or safety of your Employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with any law, regulation, code or standard.

I. Knowledge of Occurrence or Claim

Knowledge of an Occurrence, Claim or Suit by your agent, servant or Employee shall not in itself constitute knowledge by you, unless a Named Insured:

1. shall have received notice of such Occurrence, Claim or Suit from said agent, servant or Employee; or
2. otherwise has knowledge of such Occurrence, Claim or Suit.

J. Legal Action Against Us

No person or organization has a right under this policy to sue us, join us as a party, or otherwise bring us into a Suit seeking damages from, or to determine the liability of, any Insured unless:

1. you have, and any other involved Insured has, complied with all the terms of this policy; and
2. the amount you owe has been determined with our consent or by actual trial and final judgment.

K. Maintenance of Scheduled Underlying Insurance

1. During the Policy Period, you agree:
 - a. to keep Scheduled Underlying Insurance in full force and effect;
 - b. that the terms, including definitions, conditions and exclusions, of Scheduled Underlying Insurance shall not materially change;
 - c. that the total applicable limits of Scheduled Underlying Insurance shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of Claims or Suits for Bodily Injury, Property Damage, Personal Injury or Advertising Injury covered by this policy; and
 - d. that any renewals or replacements of Scheduled Underlying Insurance shall provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.
2. If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.
3. If you are unable to recover from an issuer of any Scheduled Underlying Insurance because that issuer is unable to pay or you fail to comply with any term or condition of any Scheduled Underlying Insurance, we will only pay those sums covered by this insurance which are in excess of the applicable limit of Scheduled Underlying Insurance shown in the Schedule of Underlying Insurance.

L. Other Insurance

If Other Insurance applies to damages that are also covered by this policy, this policy will apply excess of, and shall not contribute with, that Other Insurance, whether it is primary, excess, contingent or on any other basis. However, this provision will not apply if the Other Insurance is specifically written to be excess of this policy.

M. Premium

The premium for this policy is the amount stated in Item 5 of the Declarations. It is a flat premium unless specified as subject to an audit adjustment.

N. Separation of Insureds

Except with respect to the limits of insurance of this policy and any rights or duties specifically assigned to the first Named Insured designated in Item 1 of the Declarations, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each Insured against whom the Claim is made or the Suit is brought.

O. Titles

The titles of the various sections or paragraphs in this policy and endorsements, if any, attached to this policy are intended solely for convenience or reference and are not to be deemed in any way to affect the provisions to which they relate.

P. Transfer of Rights of Recovery to Us

1. If any Insured has rights to recover from any other person or organization all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair those rights and must help us enforce them.
2. Any such recovery shall be applied as follows:
 - a. first, any person or organization, including the Insured, that has paid an amount in excess of the applicable limits of insurance of this policy will be reimbursed for the actual excess amount paid under this policy;
 - b. then, we will be reimbursed up to the amount we have paid; and
 - c. last, any Insured or issuer of Scheduled Underlying Insurance is entitled to claim the remainder, up to the amount that Insured or issuer of Scheduled Underlying Insurance has paid.
3. Expenses incurred in the exercise of such rights of recovery shall be apportioned among such persons or organizations, including the Insured, in the same ratio as their respective recoveries are finally shared.

Q. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

R. Unintentional Failure to Disclose Hazards

Your failure to disclose all hazards existing as the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

S. When Damages Are Payable

We will not make any payment under this policy unless and until the Insured or any other insurer is obligated to pay the Retained Limit.

When the amount of loss has been determined, we will promptly pay on behalf of the Insured the amount of loss covered by this policy.

You shall promptly reimburse us for any amount within the Self-Insured Retention paid by us on behalf of an Insured.

In Witness Whereof we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by one of our duly authorized representatives where required by law.

Amendment of Cancellation Notice

Paragraph 2 of Section VII, Conditions, D, Cancellation is replaced by the following:

We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations shall be sufficient to prove such notice.

All other terms of your policy remain the same.

Claims-Made Coverage And Extended Reporting Period Endorsement

- A. With respect to the coverage provided by this policy that applies in excess of the Scheduled Underlying Insurance listed directly below, which provides coverage on a claims-made basis, this policy also provides coverage on a claims-made basis:

Scheduled Underlying Insurance Description: EMPLOYEE BENEFITS LIABILITY

Scheduled Underlying Insurance Carrier: PER SCHEDULE ON INDIVIDUAL ACCOUNT CERTIFICATE

Scheduled Underlying Insurance Policy #: PER SCHEDULE ON INDIVIDUAL ACCOUNT CERTIFICATE

Scheduled Underlying Insurance Limits: \$1,000,000/\$1,000,000

Scheduled Underlying Insurance Retroactive Date:

Scheduled Underlying Insurance Description:

Scheduled Underlying Insurance Carrier:

Scheduled Underlying Insurance Policy #:

Scheduled Underlying Insurance Limits:

Scheduled Underlying Insurance Retroactive Date:

Scheduled Underlying Insurance Description:

Scheduled Underlying Insurance Carrier:

Scheduled Underlying Insurance Policy #:

Scheduled Underlying Insurance Limits:

Scheduled Underlying Insurance Retroactive Date:

- B. Each of the following applies to such coverage provided by this policy on a claims-made basis:

1. The Bodily Injury or Property Damage must have occurred, the Personal Injury or Advertising Injury must have been caused by an Occurrence committed, or the negligent act, error, or omission must have been committed, on or after the Retroactive Date of this policy;
2. The Bodily Injury or Property Damage must have occurred, the Personal Injury or Advertising Injury must have been caused by an Occurrence committed, or the negligent act, error or omission must have been committed, on or before the earlier of the expiration date shown in Item 2 of the Declarations or the termination date of this policy;
3. The Claim or Suit for any Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or negligent act, error, or omission must have been first made or brought during the Policy Period or within 60 days thereafter, or within any Extended Reporting Period provided under this policy. A Claim or Suit is deemed first made or brought when notice of such Claim or Suit is first received by any Insured or by us, whichever is earlier.
4. No insurance is provided by this policy for any Claim or Suit, or any notification being treated as a Claim or Suit, which is made or brought before the inception date shown in Item 2 of the Declarations and for which any Insured has given notice to any person or organization providing Other Insurance.

- C. The following is added to section VII. Conditions F. Duties in the Event of an Occurrence, Claim or Suit but only with respect to this endorsement:

4. Notice of an Occurrence as described in F.1. above is not notice of a Claim or Suit. However, if:

- a. we are notified during the Policy Period, as specified above, of an Occurrence; and
- b. a Claim or Suit is made or brought within 36 months from the date we are notified of that Occurrence;

then this policy will apply as if notice of that Claim or Suit has been made during the Policy Period.

D. The following is added to section VII. Conditions:

Extended Reporting Period

1. If the Insured cancels or does not renew this policy, or if we either cancel or non-renew this policy for any reason other than non-payment of premium, the Insured may elect to purchase the Extended Reporting Period.
2. The Extended Reporting Period will apply only if:
 - a. The Insured requests it in writing within 60 days after the end of the Policy Period;
 - b. The Insured has paid all premiums due for this policy at the time the Insured makes such request; and
 - c. The Insured pays the additional premium for such Extended Reporting Period as charged by us. The additional premium will not exceed 200%.
3. Once the Extended Reporting Period is effective, neither we nor you may cancel the Extended Reporting Period for any reason.
4. Any Claim or Suit first made or brought during the Extended Reporting Period will be deemed to have been made or brought on the last day of the Policy Period. The Extended Reporting Period will not extend the Policy Period or reinstate or increase the Limits of Liability of this policy.
5. Any insurance provided by this policy for Claims or Suits made or brought during the Extended Reporting Period is excess over any Other Insurance providing coverage for such Claims or Suits made or brought after the Extended Reporting Period begins.

E. With respect to this endorsement only, the following are added to section IV. Definitions:

Extended Reporting Period means a period of 5 years or the length of the add'l Extended Reporting Period in your Scheduled Underlying Insurance, whichever is less, starting with the expiration date of this policy, during which Claims or Suits may be first made or brought.

Retroactive Date means . If no retroactive date is shown, then the retroactive date of this policy is the same as the retroactive date shown on the applicable Scheduled Underlying Insurance listed in part A. of this endorsement.

All other terms of your policy remain the same.

Anti-Stacking Endorsement

For the purpose of this endorsement only, the following is added to section **III. Limits of Insurance**:

Regardless of the Limits specified in the Declarations of this policy, if any **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** covered by this policy is also covered by any other Named Insured Certificate issued on the Premier Hotel Insurance Group policy QK06503290 and QK06503289, then the maximum that we will pay for all such **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** will be the highest applicable Each Occurrence Limit under any one of those certificates.

This endorsement does not apply to certificate holders that have no contractual relationship or common ownership between them.

All other terms of your policy remain the same.

Pollution Exclusion Exception For Certain Equipment Including Pollutants From Swimming Pools And Garages

The following is added to the second paragraph of section V, Exclusions S, Pollution 3.

- d. arising out of the discharge, dispersal, seepage, migration, release or escape of pollutants from:
 - 1. chlorine equipment, refrigeration equipment, ventilation equipment, air conditioning equipment; or
 - 2. release of a substance from a swimming pool or a garage.

All other terms of your policy remain the same.

Employee Benefits Liability Endorsement

1. The following is added to section I, Coverage A:

We will also pay on behalf of the Insured all sums in excess of the Retained Limit that the Insured becomes legally obligated to pay as damages by reason of liability imposed by law because of any negligent act, error or omission committed in the Administration of your Employee Benefits Program. However, the insurance provided by this endorsement will not be broader than the insurance provided by the applicable Scheduled Underlying Insurance or the applicable Scheduled Retained Limit for such damages.

2. The following are added to section IV, Definitions:

Administration means any of the following administrative functions:

1. Providing information to Employees, including dependents and beneficiaries, with respect to eligibility for or scope of an Employee Benefit Program;
2. Handling records in connection with an Employee Benefit Program; or
3. Effecting or terminating any Employee's participation in a plan included in the Employee Benefit Program.

Employee Benefit Program means any of the following plans:

1. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an Employee may subscribe to such insurance or plans and such plans are generally available to those Employees who satisfy the plan's eligibility requirements;
2. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an Employee may subscribe to such plans and such plans are generally available to all Employees who are eligible under the plan;
3. Unemployment insurance, social security benefits, workers compensation and disability benefits;
4. Vacation plans; or
5. Any other plan designated in the Schedule of Designated Plans below or added by endorsement to this policy.

Schedule of Designated Plans

All other terms of your policy remain the same.

Lead Exclusion

This Insurance does not apply to:

1. **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the actual, alleged or threatened:
 - a. absorption, ingestion or inhalation of lead in any form by any person; or
 - b. existence of lead in any form.
2. **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the actual, alleged or threatened:
 - a. absorption, ingestion or inhalation of any other solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and Waste, in any form by any person; or
 - b. existence of any such other irritant or contaminant in any form;and that are part of any Claim or Suit that also alleges any **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** described in paragraph 1. of this exclusion, above.
3. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any Insured or others:
 - a. test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead in any form;
 - b. respond to, or assess, in any way the effects of lead in any form.

Because lead, and any other such irritant or contaminant, are **Pollutants**, this exclusion applies in addition to any of the following exclusions that apply:

- a. the pollution exclusion in this policy; or
- b. any other pollution-related exclusion made part of this policy.

All other terms of your policy remain the same.

Mold or Other Fungi or Bacteria Exclusion

This insurance does not apply to:

1. Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the actual, alleged or threatened:

- a. absorption, ingestion or inhalation of Mold or other fungi or Bacteria in any form by any person; or
- b. existence of Mold or other fungi or Bacteria in any form;

Paragraph 1 of this exclusion does not apply to:

- a. Bodily Injury or Property Damage arising out of Mold or other fungi or Bacteria which are in, on or part of any good or product that is intended to be consumed as food, beverage or medicine;
- b. Bodily Injury arising out of bacteria which are directly transmitted solely by or from another person to the person sustaining the Bodily Injury, or
- c. Bodily Injury arising out of a bacterial infection which develops in connection with physical harm to the person sustaining the Bodily Injury, if such physical harm is not excluded by this paragraph of this exclusion, or by any other part of this exclusion, and a Claim or Suit is made or brought against the Insured because of such physical harm;

2. Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the actual, alleged or threatened:

1. absorption, ingestion or inhalation of any other solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and Waste, in any form by any person; or
2. existence of any such other irritant or contaminant in any form;

and that is part of any Claim or Suit that also alleges any Bodily Injury, Property Damage, Personal Injury, or Advertising Injury described in paragraph 1. of this exclusion, above; or

3. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any Insured or others:

- a. test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Mold or other fungi or Bacteria in any form; or
- b. respond to, or assess in any way, the effects of Mold or other fungi or Bacteria in any form.

Because Mold or other fungi or Bacteria can be Pollutants, and such other irritants or contaminants are Pollutants, this exclusion applies in addition to any of the following exclusions that apply:

- a. the pollution exclusion in this policy; or
- b. any other pollution-related exclusion made part of this policy.

For purposes of this endorsement only, the following words or phrases have or include special meaning:

1. Molds or other fungi means:
 - a. any type or form of mold or mildew;
 - b. any other type or form of fungus; or
 - c. any mycotoxin, spore, scent or byproduct that is produced or released by such mold, mildew or other fungus.

2. Bacteria means:

- a. any type or form of bacterium; or
- b. any mycotoxin, spore, scent or byproduct that is produced or released by such bacterium.

All other terms of your policy remain the same.

Pesticide, Herbicide or Fertilizer Applications Endorsement

The following is added to Section V. Exclusions, F. **Property Damage to Certain Property**:

Paragraph V.F.5. of this exclusion, above, does not apply to **Property Damage** to real estate property arising out of **Your Work** in the application of any pesticide, herbicide or fertilizer.

All other terms of your policy remain the same.

Waiver of Rights of Recovery Endorsement

The following is added to section VII. Conditions, P. Transfer of Rights of Recovery to Us:

If, prior to an Occurrence, covered by this policy, you have agreed in a written contract, to waive your rights to recovery of payment for damages for Bodily Injury, Property Damage, Personal Injury or Advertising Injury caused by that Occurrence, then we agree to waive our right of recovery for such payment.

All other terms of your policy remain the same.

SCHEDULED RETAINED LIMITS

Type of Coverage	Limits Of Liability
Certified Acts of Terrorism	\$1,000,000

Name of Insured	Policy Number QK06503290	Effective Date 03/01/11
PREMIER HOTEL INSURANCE GROUP (P2)		Processing Date 05/03/11 13:52 001

SU091 Ed. 3-03
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Page 1 of 1

TRAVELERS DOC MGMT 39 of 62

T000039

Scheduled Underlying Insurance

Comprehensive General Liability <hr/> Carrier <u>PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.</u> Policy Number <u>PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.</u> Policy Period <u>SEE ACCOUNT CERTIFICATE</u> <hr/> Coverage is: <input type="checkbox"/> claims-made <input checked="" type="checkbox"/> not claims-made	Limits Of Liability <hr/> General Aggregate. \$2,000,000 <hr/> Products/Completed Operations Aggregate. \$1,000,000 <hr/> Personal and Advertising Injury. \$1,000,000 <hr/> Each Occurrence. \$1,000,000 <hr/>
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Automobile Liability <hr/> Carrier <u>PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.</u> Policy Number <u>PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.</u> Policy Period <u>SEE ACCOUNT CERTIFICATE</u> <hr/>	Limits Of Liability <hr/> Bodily Injury And Property Damage Combined. Each Accident \$1,000,000 CSL <hr/> Bodily Injury. Each Person Each Accident \$ \$ <hr/> Property Damage. Each Accident \$ <hr/>
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Employers Liability <hr/> Carrier <u>PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.</u> Policy Number <u>PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.</u> Policy Period <u>SEE ACCOUNT CERTIFICATE</u> <hr/>	Limits Of Liability <hr/> Bodily Injury By Accident Each Accident \$500,000* <hr/> Bodily Injury Disease Policy Limit Each Employee \$500,000* \$500,000* <hr/>
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*UNLIMITED IN THE STATE OF NEW YORK

ABOVE LIMITS OF LIABILITY ARE MINIMUM LIMITS ONLY. INDIVIDUAL CERTIFICATE MAY REQUIRE HIGHER UNDERLYING LIMITS OR COVERAGE MAY NOT APPLY. (SEE INDIVIDUAL ACCOUNT CERTIFICATE)

Name of Insured	Policy Number QK06503290	Effective Date 03/01/11
PREMIER HOTEL INSURANCE GROUP (P2)		Processing Date 05/03/11 13:52 001

SU109 Rev. 8-08
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Page 1

TRAVELERS DOC MGMT 40 of 62

T000040

Scheduled Underlying Insurance

Comprehensive General Liability <hr/> Carrier <hr/> Policy Number <hr/> Policy Period <hr/> Coverage is: <input type="checkbox"/> claims-made <input type="checkbox"/> not claims-made	Limits Of Liability <hr/> General Aggregate. \$ <hr/> Products/Completed Operations Aggregate. \$ <hr/> Personal and Advertising Injury. \$ <hr/> Each Occurrence. \$
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Automobile Liability <hr/> Carrier <hr/> Policy Number <hr/> Policy Period <hr/>	Limits Of Liability <hr/> Bodily Injury And Property Damage Combined, Each Accident \$ <hr/> Bodily Injury. Each Person Each Accident \$ \$ <hr/> Property Damage. Each Accident \$
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Employers Liability <hr/> Carrier <hr/> Policy Number <hr/> Policy Period <hr/>	Limits Of Liability <hr/> Bodily Injury By Accident Each Accident \$ <hr/> Bodily Injury By Disease Policy Limit Each Employee \$ \$
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Scheduled Underlying Insurance - Continued

Type Of Coverage: FOREIGN LIABILITY Carrier PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT. <hr/> Policy Number PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT. <hr/> Policy Period SEE ACCOUNT CERTIFICATE <hr/> Coverage is: <input type="checkbox"/> claims-made <input checked="" type="checkbox"/> not claims-made	Limits Of Liability <hr/> \$1,000,000 EACH OCCURRENCE \$1,000,000 AGGREGATE ABOVE LIMITS OF LIABILITY ARE MINIMUM LIMITS ONLY. INDIVIDUAL CERTIFICATE MAY REQUIRE HIGHER UNDERLYING LIMITS OR COVERAGE MAY NOT APPLY. (SEE INDIVIDUAL ACCOUNT CERTIFICATE)
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Type Of Coverage: LIQUOR LIABILITY Carrier PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT. <hr/> Policy Number PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT. <hr/> Policy Period SEE ACCOUNT CERTIFICATE <hr/> Coverage is: <input type="checkbox"/> claims-made <input checked="" type="checkbox"/> not claims-made	Limits Of Liability <hr/> \$1,000,000 EACH COMMON CAUSE \$1,000,000 AGGREGATE ABOVE LIMITS OF LIABILITY ARE MINIMUM LIMITS ONLY. INDIVIDUAL CERTIFICATE MAY REQUIRE HIGHER UNDERLYING LIMITS OR COVERAGE MAY NOT APPLY. (SEE INDIVIDUAL ACCOUNT CERTIFICATE)
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Type Of Coverage: GARAGEKEEPERS LEGAL LIABILITY Carrier PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT. <hr/> Policy Number PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT. <hr/> Policy Period SEE ACCOUNT CERTIFICATE <hr/> Coverage is: <input type="checkbox"/> claims-made <input checked="" type="checkbox"/> not claims-made	Limits Of Liability <hr/> \$1,000,000 EACH OCCURRENCE ABOVE LIMITS OF LIABILITY ARE MINIMUM LIMITS ONLY. INDIVIDUAL CERTIFICATE MAY REQUIRE HIGHER UNDERLYING LIMITS OR COVERAGE MAY NOT APPLY. (SEE INDIVIDUAL ACCOUNT CERTIFICATE)
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Name of Insured	Policy Number QK06503290	Effective Date 03/01/11
PREMIER HOTEL INSURANCE GROUP (P2)		Processing Date 05/03/11 13:52 001

SU110 Ed. 3-03

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Page 1

TRAVELERS DOC MGMT 42 of 62

T000042

Scheduled Underlying Insurance - Continued

Type Of Coverage: MARINE OPERATORS LEGAL LIABILITY Carrier PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.	Limits Of Liability \$5,000,000 OCCURRENCE \$5,000,000 AGGREGATE
Policy Number PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.	ABOVE LIMITS OF LIABILITY ARE MINIMUM LIMITS ONLY. INDIVIDUAL CERTIFICATE MAY REQUIRE HIGHER UNDERLYING LIMITS OR COVERAGE MAY NOT APPLY. (SEE INDIVIDUAL ACCOUNT CERTIFICATE)
Policy Period SEE ACCOUNT CERTIFICATE	
Coverage is: <input type="checkbox"/> claims-made <input checked="" type="checkbox"/> not claims-made	

Type Of Coverage: PROTECTION & INDEMNITY LIABILITY Carrier PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.	Limits Of Liability \$5,000,000 \$5,000,000
Policy Number PER SCHEDULE ON INDIVIDUAL ACCOUNT CERT.	ABOVE LIMITS OF LIABILITY ARE MINIMUM LIMITS ONLY. INDIVIDUAL CERTIFICATE MAY REQUIRE HIGHER UNDERLYING LIMITS OR COVERAGE MAY NOT APPLY. (SEE INDIVIDUAL ACCOUNT CERTIFICATE)
Policy Period SEE ACCOUNT CERTIFICATE	
Coverage is: <input type="checkbox"/> claims-made <input checked="" type="checkbox"/> not claims-made	

Type Of Coverage: Carrier	Limits Of Liability
Policy Number	
Policy Period	
Coverage is: <input type="checkbox"/> claims-made <input type="checkbox"/> not claims-made	

Silica Exclusion

This insurance does not apply to:

1. **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of any actual, alleged or threatened:
 - a. absorption, ingestion or inhalation of silica in any form by any person; or
 - b. existence of silica in any form.
2. **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of any actual, alleged or threatened:
 - a. absorption, ingestion, or inhalation of any other solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and Waste, in any form by any person; or
 - b. existence of any such other irritant or contaminant in any form;and that are part of any **Claim or Suit** that also alleges any **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** described in paragraph 1 of this exclusion above.
3. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any **Insured** or others:
 - a. test for, monitor, clean up, remove, contain, treat, detoxify or neutralize silica in any form; or
 - b. respond to, or assess, in any way the effects of silica in any form.

Because silica, and any other such irritants or contaminants, are **Pollutants**, this exclusion applies in addition to any of the following exclusions that apply:

- a. the pollution exclusion in this policy; or
- b. any other pollution-related exclusion made part of this policy.

All other terms of your policy remain the same.

Washington Amendatory Endorsement

This endorsement changes your policy to comply with, or otherwise respond to, Washington law. Therefore, each change made by this endorsement applies only to the extent:

1. required by Washington statutory or regulatory law; or
2. specifically described in the part of this endorsement which makes that change.

As a result, if the address shown for you in Item 1 of the Declarations of your policy is outside Washington, each change that is made to comply with Washington statutory or regulatory law applies only if, and to the extent:

1. your policy provides coverage for damages that result from your operations in, or which affect, Washington; and
 2. that law applies to that coverage.
1. Section VII, Conditions D, Cancellation 2. is replaced by the following:
 2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you and your agent or broker not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you and your agent or broker not less than 60 days advance written notice stating when the cancellation is to take effect. The cancellation notice will state the specific reason for cancellation.
 2. The following condition is added to Section VII, Conditions D, Cancellation:

We may decide not to renew or continue this policy. If so, we will mail or deliver a notice of nonrenewal to you and your agent or broker at least 60 days before policy expiration unless you have obtained replacement insurance or you fail to pay any premium when due after we have offered to renew this policy at least 20 days before the expiration date. The notice will state the reason for cancellation. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations shall be sufficient to prove such notice.

All other terms of your policy remain the same.

Unsolicited Communication Exclusion Endorsement

1. The following is added to section V. Exclusions:

Unsolicited Communication

This insurance does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury:**

1. arising out of the actual or alleged violation of any law or regulation that restricts or prohibits the transmitting of **Unsolicited Communication**; or
2. alleged in a **Claim or Suit** that also alleges a violation of any law or regulation that restricts or prohibits the transmitting of **Unsolicited Communication**.

2. The following is added to section IV. Definitions:

Unsolicited Communication means any communication, in any form, that:

1. is received by any person or organization; and
2. such person or organization did not ask to receive.

All other terms of your policy remain the same.

Application of Limits of Insurance

1. The following replaces Section III. Limits Of Insurance B. of this policy:
 - B. The General Aggregate Limit, applicable separately to each individual Certificate issued to member of The Premier Hotel Insurance Group , is the most we will pay for all damages covered under Insuring Agreement I. Coverage except for:
 1. damages included in the Products-Completed Operations Hazard, applicable separately for each individual Certificate issued to member of The Premier Hotel Insurance Group ; and
 2. damages that would have been covered under any Automobile Liability type of coverage included in the Scheduled Underlying Insurance or Scheduled Retained Limits to which no aggregate limit applies.

For damages because of Bodily Injury or Property Damage, if any one Scheduled Underlying Insurance or any one Scheduled Retained Limit contains aggregate limits in the same policy that apply separately to each Location or Project, other than an aggregate limit applying to the Products-Completed Operations Hazard, then the General Aggregate Limit stated in the Declarations will apply in the same manner as such aggregate limits of that Scheduled Underlying Insurance or Scheduled Retained Limit.

However, with respect to The Premier Hotel Insurance Group and to each separate Certificate issued to members of The Premier Hotel Insurance Group , we will not pay more than \$100,000,000 for the combined total of all damages covered under Insuring Agreement I. Coverage because of Bodily Injury and Property Damage that arises out of any Location or Project. For the purposes of determining the applicable General Aggregate Limit, each Location or Project that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, or waterway, or by a right-of-way of a railroad, will be considered a single Location or Project.

2. The following is added to section III. Limits of Insurance:

With respect to each separately numbered Certificate issued to members of The Premier Hotel Insurance Group , endorsed to this policy, and evidenced by monthly bordereaux to us, the General Aggregate Limit will apply jointly to all Named Insureds shown on such Certificate.

3. The following is added to Section IV. Definitions of this policy:

Location means any premises, site or location that you rent or lease from others, or own.

Project means any area away from any premises, site, or location that you rent or lease from others, or own, and at which you are performing operations pursuant to a contract or agreement.

4. The following is added to section IV. Definitions R. Policy Period:

For purposes of the beginning and ending date of coverage under this insurance for each Named Insured, Policy Period shall mean the period of time from the inception date shown on the applicable Certificate to the earlier of the expiration date shown on such Certificate or the termination date of this policy.

All other terms of your policy remain the same.

**Auto Liability Limits of Insurance Endorsement -
Exception for Damages Not Subject to Underlying Aggregate Limit
Applies Only to Auto Liability**

The following replaces the first paragraph of Section **III. Limits Of Insurance B.** of this policy:

- B. The General Aggregate Limit is the most we will pay for all damages covered under Insuring Agreement I. Coverage except for:
1. damages included in the Products-Completed Operations Hazard; and
 2. damages that would have been covered under any Automobile Liability type of coverage included in the Scheduled Underlying Insurance or Scheduled Retained Limits to which no aggregate limit applies.

All other terms of your policy remain the same.

Auto Liability Limitation

The following is added to section V, Exclusions:

Auto

This insurance does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the ownership, maintenance, operation, use, Loading or Unloading or entrustment to others of any Auto.

However, if insurance for such Bodily Injury, Property Damage, Personal Injury or Advertising Injury is provided by any Scheduled Underlying Insurance or any Scheduled Retained Limit, then:

1. this exclusion shall not apply; and
2. the insurance provided by this policy will not be broader than the insurance provided by that Scheduled Underlying Insurance or that Scheduled Retained Limit.

All other terms of your policy remain the same.

Garagekeepers Legal Liability

This insurance does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of:

Garagekeepers Legal Liability.

However, if insurance for such Bodily Injury, Property Damage, Personal Injury or Advertising Injury is provided by any Scheduled Underlying Insurance or any Scheduled Retained Limit, then:

1. this exclusion does not apply;
2. section V, F. Property Damage To Certain Property does not apply; and
3. the insurance provided by this policy will not provide broader coverage than the insurance provided by that Scheduled Underlying Insurance or that Scheduled Retained Limit.

All other terms of your policy remain the same.

Pollution Exclusion Except Building Heating Or Air Conditioning Equipment Or Water Heating Equipment

1. The following is added to Section V, Exclusions S. Pollution of this policy:

This exclusion also does not apply to Bodily Injury arising out of Building Heating or Air Conditioning Equipment or Water Heating Equipment Fumes, Smoke, Soot, or Vapors if insurance for such Bodily Injury is provided by any Scheduled Underlying Insurance or any Scheduled Retained Limit. However, the insurance provided by this policy for such Bodily Injury will not be broader than the insurance provided by such Scheduled Underlying Insurance or Scheduled Retained Limit.

2. The following is added to Section IV, Definitions of this policy:

Building Heating or Air Conditioning Equipment or Water Heating Equipment Fumes, Smoke, Soot, or Vapors means only the fumes, smoke, soot, or vapors that:

1. result from equipment used to:
 - a. heat, cool or dehumidify, a building; or
 - b. heat water for personal use by persons within a building;
- at or on any premises owned, rented, or occupied by or loaned to, any Insured; and
2. are within that building.

All other terms of your policy remain the same.

Knowledge Of Occurrence Or Claim

1. The following replaces section VII. Conditions I. Knowledge of Occurrence or Claim

Knowledge of Occurrence or Claim

Knowledge of an Occurrence, Claim or Suit by your agent, servant or Employee shall not in itself constitute knowledge by you, unless an Executive Officer or anyone working in the capacity as Partner

1. shall have received notice of such Occurrence, Claim or Suit from said agent, servant or Employee; or
2. otherwise has knowledge of such Occurrence, Claim or Suit.

All other terms of your policy remain the same.

Crisis Management Service Expenses Endorsement

1. The following is added to section I. Coverage:

Crisis Management Service Expenses

We will reimburse you, or pay on your behalf, Crisis Management Service Expenses arising out of a Crisis Management Event that first commences during the Policy Period. The most we will pay for all Crisis Management Service Expenses for all Crisis Management Events that first commence during the Policy Period is the Crisis Management Service Expenses Limit. The Crisis Management Service Expenses Limit is 1% of the General aggregate limit stated in Item 3.B. of the Declarations. A Crisis Management Event will be deemed to first commence at the time when any Executive Officer first becomes aware of an Occurrence that leads to a Crisis Management Event and will end when we determine that the crisis no longer exists, or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

A Retained Limit does not apply to Crisis Management Service Expenses.

Any payment of Crisis Management Service Expenses that we make under this endorsement shall not be determinative of our obligations under this policy with respect to, nor create any duty to defend against or indemnify any Insured for, any Claim or Suit.

2. The following is added to section III. Limits of Insurance:

The most we will pay for Crisis Management Service Expenses arising out of all Crisis Management Events is the Crisis Management Service Expenses limit as stated in paragraph 1. above. Payment of any such Crisis Management Service Expenses is in addition to, and shall not reduce, any aggregate limits under this policy.

3. The following is added to section IV. Definitions:

Crisis Management Event means an Occurrence that an Executive Officer of the Named Insured reasonably determines has resulted, or may result, in:

1. damages covered by this policy that are in excess of the total applicable limits of the Scheduled Underlying Insurance or Scheduled Retained Limit; and
2. significant adverse regional or national media coverage.

Crisis Management Service Expenses means the reasonable and necessary expenses you incur in:

1. retaining a public relations consultant or firm, or a crisis management consultant or firm; or
 2. planning or executing your public relations campaign;
- to mitigate the negative publicity generated from a Crisis Management Event.

Executive Officer means the:

1. Chief Executive Officer;
 2. Chief Operating Officer;
 3. Chief Financial Officer;
 4. President;
 5. General Counsel;
 6. general partner (if the Named Insured is a partnership); or
 7. sole proprietor (if the Named Insured is a sole proprietorship);
- of the Named Insured, or any person acting in the same capacity as any individual listed above.

4. The following is added to section V. Exclusions:

Newly Acquired, Controlled or Formed Entities

Crisis Management Service Expenses arising out of a **Crisis Management Event** that occurred prior to the date you acquired, controlled or formed any other entity, even though an **Executive Officer** only first becomes aware of an **Occurrence** that leads to such **Crisis Management Event** after such date.

5. The following is added to section VII. Conditions F. Duties in the Event of an Occurrence, Claim or Suit:

You must also see to it that we are notified by telephone within 24 hours of a **Crisis Management Event** that may result in **Crisis Management Service Expenses**.

You must also provide written notice as soon as practicable. To the extent possible, notice should include:

- a. how, when and where the **Crisis Management Event** took place;
- b. the names and addresses of any injured persons and witnesses;
- c. the nature and location of any **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the **Crisis Management Event**; and
- d. the reason it is likely to involve damages covered by this policy in excess of the **Retained Limit** and involve regional or national media coverage.

You must submit all incurred expenses within 180 days after we have notified you of our determination that the **Crisis Management Event** no longer exists. Expenses submitted after 180 days of such notice are not reimbursable.

All other terms of your policy remain the same.

Failure To Notify Insurer Of Occurrence

The following is added to section VII, Conditions F, 2:

Your failure to notify us of an Occurrence that may result in a Claim or Suit seeking damages covered by this Policy because you inadvertently notified another insurer of such Occurrence will not invalidate this Policy, but only if you notify us immediately after you become aware of such inadvertent error.

All other terms of your policy remain the same.

POLICY CHANGE ENDORSEMENT

This endorsement summarizes the changes to your policy. All other terms of your policy not affected by these changes remain the same.

How Your Policy Is Changed

EFFECTIVE 11/01/2011 THE FOLLOWING FORMS ARE ADDED TO YOUR POLICY BUT ONLY WITH RESPECT TO THE NAMED INSURED AND CERTIFICATE LISTED:

SUP001 DESIGNATED PREMISES LIMITATION AS RESPECTS:
NEVADA PROPERTY 1 LLC DBA THE COSMOPOLITAN OF LAS VEGAS
CERTIFICATE #2149-A

SUP009 DESIGNATED OPERATIONS EXCLUSION AS RESPECTS:
NEVADA PROPERTY 1 LLC DBA THE COSMOPOLITAN OF LAS VEGAS
CERTIFICATE #2149-B

SUP007 PROFESSIONAL SERVICES EXCLUSION AS RESPECTS:
NEVADA PROPERTY 1 LLC DBA THE COSMOPOLITAN OF LAS VEGAS
CERTIFICATE #2149-C

SU301 LIMITED ABUSE OR MOLESTATION COVERAGE ENDORSEMENT AS RESPECTS:
NEVADA PROPERTY 1 LLC DBA THE COSMOPOLITAN OF LAS VEGAS
CERTIFICATE #2149-D

Premium Change Which Is Due Now

Additional premium N/A

Returned premium N/A

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to:
PREMIER HOTEL INSURANCE GROUP (P2)

Authorized Representative

Endorsement takes effect: 11/01/11
Policy number: QK06503290
Processing date: 11/22/11 14:10 090

40704 Ed. 5-84

Endorsement

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Page 1

TRAVELERS DOC MGMT 56 of 62

T000056

277

AA02381

Designated Premises Limitation

This endorsement changes your Specialty Commercial Umbrella Liability Policy, but only as respects to:

Nevada Property I LLC dba The Cosmopolitan of Las Vegas

Certificate #2149-A

Effective Date of Cert Holder 11/01/2011

Effective Date of Endorsement 11/01/2011

Pol #QK06503290

This insurance only applies to Bodily Injury, Property Damage, Personal Injury or Advertising Liability arising out of:

1. the ownership, maintenance, occupancy or use of the premises designated in the Schedule of Covered Premises, below, including any property located on such premises; or
2. any goods or products manufactured, distributed or serviced at or from such premises.

Schedule of Covered Premises

Description and Location of Premises:

	Added	Deleted
Cosmopolitan Hotel 3708 Las Vegas Blvd, Las Vegas NV 89109	11/01/2011	
Leased Office Space 4285 Polaris Ave, Las Vegas NV 89103	11/01/2011	
Leased Space - Recruitment Center 7180 Pollack Drive, Suites 100 and 140, Las Vegas NV 89119	11/01/2011	
Leased Office Space 3485 West Harmon Blvd, Las Vegas NV 89103	11/01/2011	
Leased Office - Training Space 650 White Drive, Suite 280, Las Vegas NV 89103	11/01/2011	
Leased Office Space - Corporate Office 5170 Badura Avenue, Las Vegas NV 89118	11/01/2011	
Leased Warehouse Space Units 100,110,120,130 6025 Procyon Street, Las Vegas NV 89118	11/01/2011	
Parking Lot - Used for Employee Parking 3200 West Tomkins Avenue, Las Vegas NV 89103	11/01/2011	

SUP001 Ed. 1-06

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Page 1 of

TRAVELERS DOC MGMT 57 of 62

T000057

278

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Description and Location of Premises (continued):

All other terms of your policy remain the same.

SUP001 Ed. 1-06
Page 2 of

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TRAVELERS DOC MGMT 58 of 62

T000058

279

AA02383

Designated Operations Exclusion

This endorsement changes your Specialty Commercial Umbrella Liability Policy, but only as respects to:

Nevada Property I LLC dba The Cosmopolitan of Las Vegas

Certificate #2149-B

Effective Date of Cert Holder 11/01/2011

Effective Date of Endorsement 11/01/2011

Pol #QK06503290

The following is added to section V. Exclusions:

Described Operations

This insurance does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the operations designated in the Schedule of Designated Operations below.

Schedule of Designated Operations

All Operations covered under OCIP/Wrap Up for the construction of the Cosmopolitan Hotel of Las Vegas and all property damage to "your work" arising out of it or any part of it including the Products/Completed Operations Hazard related to the original construction.

Professional Services Exclusion

This endorsement changes your Specialty Commercial Umbrella Liability Policy, but only as respects to:

Nevada Property I LLC dba The Cosmopolitan of Las Vegas

Certificate #2149-C

Effective Date of Cert Holder 11/01/2011

Effective Date of Endorsement 11/01/2011

Pol #QK06503290 with respect to Emergency Medical Technicians (EMT's)

This insurance does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the rendering of, or failure to render, any professional service by or on behalf of the Insured.

All other terms of your policy remain the same.

Limited Abuse Or Molestation Coverage Endorsement

Nevada Property I LLC dba The Cosmopolitan of Las Vegas
Certificate #2149-D
Effective Date of Cert Holder 11/01/2011, Effective Date of Endorsement 11/01/2011
Pol #QK06503290

1. The following is added to section V. Exclusions:

This insurance does not apply to Bodily Injury, Property Damage, Personal Injury, or Advertising Injury arising out of any Abuse or Molestation.

However if insurance for such Bodily Injury or Personal Injury is provided by any Scheduled Underlying Insurance or any Scheduled Retained Limit, then:

1. this exclusion does not apply; and
2. the insurance provided by this policy will not provide broader coverage than the insurance provided by that Scheduled Underlying Insurance or that Scheduled Retained Limit.

2. The following is added to section IV. Definitions J. Insured:

However, none of the following is an Insured under paragraph IV. J. for Bodily Injury or Personal Injury arising out of any Abuse or Molestation:

1. any Perpetrator;
2. any person or organization that has been added to your policy as an additional insured, or any employee, leased worker, agent, representative or volunteer worker of such person or organization; or
3. any of your independent contractors, or any employee, leased worker, agent, representative or volunteer worker of such independent contractor.

Subject to section II. Defense of this agreement, paragraph 2.1 above does not apply to any Perpetrator once a final, non-appealable adjudication in the Suit establishes that such Perpetrator did not commit the Abuse or Molestation.

Also, paragraph 2.2. above does not apply to any person or organization:

1. to whom you have agreed in a written contract requiring insurance to include such person or organization as an additional insured; or
2. that has been added to your policy as an additional insured because such person or organization owns property that you manage, but only to the extent such Abuse or Molestation is committed on such property.

Such person or organization is an Insured, but only to the extent that the Bodily Injury or Personal Injury is caused by Abuse or Molestation arising out of your business. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The insurance provided to such additional insureds shall be limited to the limits of liability required by that written contract requiring insurance. This endorsement shall not increase the limits of insurance described in section III. Limits of Insurance.

3. The following is added to section IV. Definitions O. Occurrence:

As respects Bodily Injury or Personal Injury arising out of any Abuse or Molestation, all single, multiple, continuous, sporadic or related acts of Abuse or Molestation, committed by one Perpetrator or two or more Perpetrators acting together, will be deemed to be one Occurrence, regardless of the number of:

1. Insureds;
2. Claims made or Suits brought; or

3. persons or organizations making Claims or bringing Suits.

Such Occurrence will be deemed to have been committed on the date the first such Abuse or Molestation is committed, regardless of when such acts or contacts are actually committed.

4. The following are added to section IV. Definitions:

Abuse or Molestation means any illegal or offensive physical act or contact committed by any Perpetrator against any person who is:

1. under 18 years of age;
2. legally incompetent; or
3. in the care, custody or control of any Insured and is physically or mentally incapable of consenting to such physical act or contact.

Perpetrator means any of the following persons who actually or allegedly commit any illegal or offensive physical act or contact:

1. you or your spouse, if you are an individual;
2. your partners or members, or their spouses, if you are a partnership or joint venture;
3. your managers or members, if you are a limited liability company;
4. your executive officers or directors, if you are an organization other than a partnership, joint venture or limited liability company;
5. your Employees or volunteer workers; or
6. any other person acting together with any of the persons described in paragraphs 1. through 5. above.

5. The following is added to section II. Defense A.:

We have no duty to defend, investigate or settle any Claim or Suit on behalf of any Perpetrator. However, we will reimburse you or such Perpetrator for the amount of such person's reasonable and necessary defense costs:

1. once a final, non-appealable adjudication in the Suit establishes that such Perpetrator did not commit the Abuse or Molestation;
2. when the Retained Limit has been exhausted by payment of judgment or settlements that would be covered by this policy; and
3. only to the extent that such defense costs are also covered by the applicable Scheduled Underlying Insurance or Scheduled Retained Limit.

All other terms of your policy remain the same.