

Case No. \_\_\_\_\_

**In the Supreme Court of Nevada**

STARR SURPLUS LINES INSURANCE CO.,  
Petitioner,

*vs.*

THE EIGHTH JUDICIAL DISTRICT COURT  
of the State of Nevada, in and for the  
County of Clark; and THE HONORABLE  
MARK DENTON, District Judge,  
Respondents,

and

JGB VEGAS RETAIL LESSEE, LLC,  
Real Party in Interest.

Electronically Filed  
Jul 08 2022 02:07 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

District Court Case No.  
A-20-816628-B

---

**PETITIONER'S APPENDIX  
VOLUME 2  
PAGES 176-361**

---

DANIEL F. POLSENBERG (SBN 2376)  
JOEL D. HENRIOD (SBN 8492)  
ABRAHAM G. SMITH (SBN 13,250)  
LEWIS ROCA ROTHGERBER CHRISTIE LLP  
3993 Howard Hughes Pkwy., Suite 600  
Las Vegas, Nevada 89169  
(702) 949-8200

AMY M. SAMBERG (SBN 10,212)  
LEE H. GORLIN (SBN 13,879)  
CLYDE & CO US LLP  
7251 W. Lake Mead Blvd., Suite 430  
Las Vegas, Nevada 89128  
(725) 248-2900

*Attorneys for Petitioner*

**Alphabetic Index of Documents in Petitioner's Appendix**

	<b><u>Title of Document</u></b>	<b><u>Volume</u></b>	<b><u>Pages</u></b>
1	JGB's Complaint and Demand for Jury Trial	I	0001-0121
2	JGB's Motion for Order to Seal its Opposition to Starr's Motion for Summary Judgment and Certain Exhibits	IV	0509-0515
3	JGB's Opposition to Starr's Motion for Summary Judgment	IV	0516-0554
4	JGB's Sealed Exhibits 2, 5, 7, 9, 10, 11, 12, and 13 in Support of its Opposition to Summary Judgment	V	0739-0954
5	JGB's Sealed Exhibits 14, 15, 16, 17, and 18 in Support of its Opposition to Summary Judgment	VI	0955-1142
6	JGB's Sealed Exhibits 24, 25, 26, and 27 in Support of its Opposition to Summary Judgment	VII	1143-1284
7	JGB's Unsealed Exhibits in Support of its Opposition to Summary Judgment	IV	0555-0738
8	Notice of Entry of Order Granting in Part and Denying in Part Starr's Motion for Summary Judgment	VIII	1379-1386
9	Order Granting in Part and Denying in Part Starr's Motion for Summary Judgment	VIII	1373-1378
10	Order Granting JGB's Motion to Seal	VIII	1369-1372
11	Order Granting Starr's Motion to File Motion for Summary Judgment Seal	VIII	1363-1368
12	Starr's Answer to JGB's Complaint and Demand for Jury Trial	I	0122-0137
13	Starr's Motion for Summary Judgment	I	0141-0175
14	Starr's Motion to File Motion for Summary Judgment Under Seal	I	0138-0140
15	Starr's Notice of Supplemental Authority In Support of its Motion for Summary Judgment	VIII	1323-1331
16	Starr's Reply in Support of its Motion for Summary Judgment	VIII	1285-1322
17	Starr's Sealed Exhibits in Support of Summary Judgment	III	0362-0508
18	Starr's Unsealed Exhibits in Support of Summary Judgment	II	0176-0361
19	Summary Judgment Hearing Recorder's Transcript	VIII	1332-1362

**CERTIFICATE OF SERVICE**

Pursuant to NRAP 25, I hereby certify that on this 8th day of July 2022, the foregoing **APPENDIX IN SUPPORT OF PETITION FOR WRIT OF MANDAMUS, VOLS. I THROUGH VIII (excluding those volumes containing sealed material)**, were e-submitted to the Clerk of the Supreme Court of the State of Nevada and services were executed to the addresses shown below in the manner indicated:

**VIA THE COURT'S ELECTRONIC FILING SYSTEM PURSUANT TO NEFCR 9 and E-MAIL:**

Bradley Schrager, Esq.  
WOLF RIFKIN SHAPIRO  
SCHULMAN & RABKIN, LLP  
3773 Howard Hughes Pkwy,  
Suite 590 South  
Las Vegas, NV 89169  
[bschrager@wrslawyers.com](mailto:bschrager@wrslawyers.com)

Marc T. Ladd, Esq.  
COHEN ZIFFER FRENCHMAN  
& MCKENNA LLP  
1350 Avenue of the Americas  
New York, NY 10019  
[mladd@cohenziffer.com](mailto:mladd@cohenziffer.com)

*Attorneys for Real Party in Interest JGB RETAIL VEGAS LESSEE,  
LLC*

**VIA E-MAIL only:**

The Honorable Judge Mark Denton  
EIGHTH JUDICIAL DISTRICT COURT DEPARTMENT NO. 13  
Regional Justice Center, Courtroom 16D  
200 Lewis Avenue  
Las Vegas, Nevada 89155  
[Dept13lc@clarkcountycourts.us](mailto:Dept13lc@clarkcountycourts.us)  
*Trial Court Judge*

/s/Emily D. Kapolnai

an Employee of LEWIS ROCA ROTHGERBER  
CHRISTIE LLP

# EXHIBIT A



NOTICE TO POLICYHOLDER

**This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.**

A handwritten signature in black ink, appearing to read 'Christopher McGovern', is centered on the page.

Christopher McGovern

**JGB VEGAS RETAIL LESSEE, LLC**  
**Starr Surplus Lines Insurance Company Policy No. SLSTPTY11245819**

**PROPERTY COVERAGE FORM**  
**SCHEDULE OF POLICY FORMS AND ENDORSEMENTS**

	<b><u>FORM NAME</u></b>	<b><u>FORM NO.</u></b>	<b><u>NO. OF PAGES</u></b>
1.	Starr Surplus Lines Insurance Company Declarations Page	N/A	2 Pages
2.	Policy Security Page	N/A	1 Page
3.	Common Policy Conditions	IL 00 17 11 98	1 Page
4.	Commercial Property Conditions	CP 00 90 07 88	2 Pages
5.	US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders	IL P 001 01 04	1 Page
6.	Policyholder State Notices	N/A	12 Pages
7.	Property Coverage Form Declarations	PR 001 D (05/12)	4 Pages
8.	Property Coverage Form General Conditions	PR 002 (02/19)	16 Pages
9.	Property Coverage Form Property Section	PR 003 (02/12)	1 Page
10.	Property Coverage Form Business Interruption Section	PR 004 (02/12)	3 Pages

<u>ENDORSEMENTS</u>				<u>ENDORSEMENT NO.</u>
11.	Accounts Receivable Endorsement	PR 006 (02/12)	2 Pages	1
12.	Agreed Amount Endorsement (Business Interruption)	PR 007 (02/12)	1 Page	2
13.	Agreed Amount Endorsement (Property)	PR 008 (02/12)	1 Page	3
14.	Biological, Chemical or Nuclear Exclusion	N/A	1 Page	4
15.	Boiler and Machinery Endorsement	PR 012 (07/13)	5 Pages	5
16.	Course of Construction Endorsement	PR 018 (02/12)	4 Pages	6
17.	Data Distortion/Corruption Endorsement Covers Subsequent Damage from Named Perils and B&M	PR 020 (02/12)	1 Page	7
18.	Electronic Data Processing Endorsement	PR 023 (02/12)	2 Pages	8
19.	Electronic Date Recognition Clause Endorsement (Combined)	PR 024 (02/12)	1 Page	9
20.	Extra Expense Endorsement	PR 028 (02/12)	2 Pages	10
21.	Fire and Police Department Service Charges Endorsement	PR 029 (02/12)	1 Page	11
22.	Fine Arts Endorsement	PR 030 (11/16)	2 Pages	12
23.	Increased Cost of Construction & Demolition Endorsement	PR 034 (06/16)	1 Page	13

**PR 078(02/12)**

**Page 1 of 2**

**PA 0178**

24.	Ingress/Egress Endorsement	PR 035 (02/12)	1 Page	14
25.	Leasehold Interest Endorsement	PR 037 (02/12)	2 Pages	15
26.	Minimum Earned Premium Endorsement	N/A	1 Page	16
27.	Mobile Equipment Endorsement	PR 041 (11/16)	3 Pages	17
28.	Named Windstorm Definition	PR 042 (11/16)	1 Page	18
29.	Newly Acquired Locations Endorsement	PR 043 (11/16)	1 Page	19
30.	Occurrence Limit of Liability Endorsement	PR 044 (02/12)	1 Page	20
31.	Pollution and Contamination Clean-Up Endorsement	PR 049 (02/12)	1 Page	21
32.	Radioactive Contamination Exclusion	NMA1191	1 Page	22
33.	Rental Value Insurance Endorsement	PR 053 (02/12)	2 Pages	23
34.	Replacement Cost Endorsement	PR 054 (09/14)	2 Pages	24
35.	Roof Limitation Endorsement	N/A	1 Page	25
36.	Schedule of Locations Endorsement	PR 056 (09/14)	1 Page	26
37.	Service of Process Clause Endorsement	SSL-0005	1 Page	27
38.	Spoilage Endorsement	N/A	1 Page	28
39.	Temporary Removal of Property Endorsement	PR 059 (02/12)	1 Page	29
40.	Terrorism Exclusion (For Certified Acts of Terrorism Under the Terrorism Risk Insurance Act, as amended)	61330 (01/15)	1 Pages	30
41.	Total Terrorism Exclusion	61331 (01/15)	1 Page	31
42.	Trade or Economic Sanctions Endorsement	PR 067 (02/12)	1 Page	32
43.	Transit Endorsement	PR 064 (07/13)	3 Pages	33
44.	Unnamed Location Coverage Endorsement (Real and Personal Property)	PR 065 (02/12)	1 Page	34
45.	Valuable Papers and Records Endorsement	PR 066 (07/13)	2 Pages	35
46.	War and Terrorism Exclusion (as respects Transit)	NMA2918	1 Page	36
47.	Policy Amendment Endorsement	N/A	1 Page	37
48.	Application of Sublimits Endorsement	N/A	1 Page	38
49.	Additional Insureds and Loss Payees Endorsement	N/A	2 Pages	39
50.	Pre-Existing Damages Exclusion	N/A	1 Page	40
51.	Appendix A – New Madrid Seismic Zone	PR 073 (02/12)	2 Pages	
52.	Appendix B – Pacific Northwest Seismic Zones	PR 074 (02/12)	1 Page	
53.	Appendix C – Definition of Tier 1 Wind Counties	PR 075 (09/15)	2 Pages	
54.	Claims Notice	N/A	1 Page	

**Program Manager:**  
**Starr Specialty Lines Insurance Agency, LLC**  
**3353 Peachtree Road NE**  
**Suite 1000**  
**Atlanta, GA 30326**

**Company:**  
**Starr Surplus Lines Insurance Company**  
**399 Park Avenue**  
**8<sup>th</sup> Floor**  
**New York, NY 10022**

**Policy Number: SLSTPTY11245819**

**Renewing or in lieu of: N/A**

## DECLARATIONS

**Insured:** JGB Vegas Retail Lessee, LLC

**Producer:** All Risks Ltd.

**Address:** 3645 Las Vegas Blvd S, Unit 101 Box  
172  
Las Vegas, NV 89109

**Address:** 10150 York Rd  
Hunt Valley, MD 21030

**Commission:**

**Policy Period:** From December 15, 2019 at 12:01 A.M., to December 15, 2020 at 12:01 A.M. Local Standard Time at the address of the insured listed in the declarations.

To the extent that coverage in this policy replaces coverage in other policies terminating at noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

The insurance afforded is only with respect to the specific part and coverages therein, the full title of which is set forth below the caption "Form."

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

PERILS INSURED	COVERAGE PROVIDED	FORMS & ENDORSEMENTS	LIMIT OF LIABILITY
AS PER ATTACHED FORMS AND ENDORSEMENTS	AS PER ATTACHED FORMS AND ENDORSEMENTS	SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS	\$33,604,400 per occurrence, that being 100% part of \$33,604,400 per occurrence excess of various deductibles.  Coverage does not apply to locations situated in Guam or the U.S. Virgin Islands.

GROSS PREMIUMS:	PROPERTY PREMIUM:	\$75,900.00
	CERTIFIED TERRORISM PREMIUM:	\$0.00
	NON-CERTIFIED TERRORISM PREMIUM:	\$0.00
	<b>TOTAL PREMIUM:</b>	<b>\$75,900.00</b>



This Declaration and attached Form(s), with Policy Standard Conditions and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

The Company shall have no duty to defend or investigate any claim or suit unless and until all limits of all underlying insurance policies have been exhausted by payment of judgments, claims or settlements.

If any underlying insurance policy has no duty to pay a claim for injury or damage for a reason other than exhaustion of an aggregate limit of insurance, then Company shall have no obligation to make any payment under this policy.

Any taxes imposed by virtue of this policy being written by an unauthorized insurer are the responsibility of the insured and a licensed producer.



\_\_\_\_\_  
**Signature of Authorized Agent**

1/14/20

\_\_\_\_\_  
**Date**

Tax	\$2,726.50
SFNV	\$311.60
Policy Fee	\$2,000.00
<b>Total Payable at Inception</b>	<b>\$80,938.10</b>

## SECURITY PAGE

The insurance companies named herein, each for itself, severally but not jointly, do obligate themselves under the terms of this policy to the extent of the percentage set opposite their names.

<u>Companies</u>	<u>Percent Assumed</u>
Starr Surplus Lines Insurance Company:	

# COMMON POLICY CONDITIONS

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

## A. Cancellation

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

## B. Changes

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

## C. Examination Of Your Books And Records

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

## D. Inspections And Surveys

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

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

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

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

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

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

## E. Premiums

The first Named Insured shown in the Declarations:

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

## F. Transfer Of Your Rights And Duties Under This Policy

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

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

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.



#### **I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

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

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

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

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

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

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

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

## **POLICYHOLDER NOTICES**

### **Nevada:**

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

**PROPERTY COVERAGE FORM**  
**DECLARATIONS**

**POLICY NUMBER:** Starr Surplus Lines Insurance Company Policy No.  
SLSTPTY11245819

**NAMED INSURED:** JGB VEGAS RETAIL LESSEE, LLC

**MAILING ADDRESS:** 3645 LAS VEGAS BLVD S, UNIT 101 BOX 172  
LAS VEGAS, NV 89109

**LOSS PAYABLE CLAUSE:** LOSS, IF ANY, TO BE ADJUSTED WITH AND PAYABLE TO  
INSURED, WHOSE RECEIPT SHALL CONSTITUTE A  
RELEASE IN FULL OF ALL LIABILITY UNDER THIS POLICY  
AS REGARDS SUCH LOSS.

**TERM OF THIS POLICY:** FROM DECEMBER 15, 2019 AT 12:01 A.M. TO DECEMBER  
15, 2020 AT 12:01 A.M. STANDARD TIME AT THE ABOVE  
MAILING ADDRESS.

**PREMIUM:** \$75,900

**LIMIT OF LIABILITY:** THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL IN NO  
EVENT EXCEED THE AMOUNT SHOWN BELOW.

**POLICY LIMIT OF LIABILITY:** \$33,604,400 ANY ONE OCCURRENCE EXCESS OF POLICY  
DEDUCTIBLES.

**SUBLIMITS:**

THE FOLLOWING SUBLIMITS ARE PART OF AND NOT IN ADDITION TO THE POLICY LIMIT OF LIABILITY:

<b>EARTH MOVEMENT</b>	<b>NOT COVERED</b>	<b>PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:</b>
<b>EARTH MOVEMENT in the State of Alaska, California or Hawaii</b>	<b>NOT COVERED</b>	<b>PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:</b>
<b>EARTH MOVEMENT in the NEW MADRID or PACIFIC NORTHWEST Seismic Zones (per Appendices A and B)</b>	<b>NOT COVERED</b>	<b>PER OCCURRENCE IN THE ANNUAL AGGREGATE, EXCEPT</b>
<b>The maximum payable for all EARTH MOVEMENT losses in any one policy term shall in no event exceed:</b>	<b>NOT COVERED</b>	

**SUBLIMITS (Continued):**

<b>FLOOD</b>	<b>NOT COVERED</b>	<b>PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:</b>
--------------	--------------------	--

**FLOOD (Including Storm Surge) for any LOCATION**  
**Wholly or partially situated within an area defined as a Flood**  
**Zone A, A1-A30, AE, AH, AO, AR, A99, AOVEL**  
**Or V, V1-V30 and VE as designated by the**  
**Federal Emergency Management Agency (FEMA)**  
**In published FLOOD Hazard Base Maps**  
**Or Flood Insurance Rate Maps**

**PER OCCURRENCE AND IN THE ANNUAL AGGREGATE, EXCEPT:**

**The maximum payable for all FLOOD**  
**(Including Storm Surge) losses in any**  
**One policy term shall in no event exceed:**

**NOT COVERED**

**NOT COVERED**

**ACCOUNTS RECEIVABLE:**

**\$1,000,000**

**COURSE OF CONSTRUCTION:**

**\$500,000**

**DEBRIS REMOVAL:**

**THE GREATER OF 25% OF ADJUSTED DIRECT**  
**PROPERTY LOSS OR \$2,500,000**

**ELECTRONIC DATA PROCESSING:**

**\$250,000**

**EXTRA EXPENSE:**

**\$500,000**

**FINE ARTS:**

**\$100,000**

**FIRE AND POLICE DEPARTMENT**  
**SERVICE CHARGES:**

**\$25,000**

**INCREASED COST OF CONSTRUCTION,**  
**DEMOLITION:**

**\$1,000,000**

**INCREASED COST OF CONSTRUCTION,**  
**DEMOLITION (UNDAMAGED PORTION):**

**INCLUDED**

**LEASEHOLD INTEREST:**

**\$250,000**

**LEASED OR RENTED EQUIPMENT:**

**\$50,000**

**MOBILE EQUIPMENT:**

**\$50,000 (\$10,000 max per item)**

**MISCELLANEOUS UNNAMED LOCATIONS:**

**\$50,000**

**NEWLY ACQUIRED LOCATIONS:**

**\$1,000,000**

**POLLUTION AND**  
**CONTAMINATION CLEAN UP:**

**\$50,000 PER OCCURRENCE AND IN THE ANNUAL AGGREGATE**

**TEMPORARY REMOVAL OF PROPERTY:**

**\$50,000**

**RENTAL VALUE:**

**\$50,000**

**OFF-PREMISES POWER:**

**NO COVERAGE**

**SIGNS:**

**\$50,000**

**SPOILAGE:**

**\$100,000**

**TRANSIT:**

**\$50,000**

**TREES AND SHRUBS:**

**\$50,000 (NOT TO EXCEED \$ 1,000 PER TREE OR SHRUB)**

**SUBLIMITS (Continued):**

**VALUABLE PAPERS AND RECORDS:** \$500,000  
**VEHICLES:** NO COVERAGE

**BOILER AND MACHINERY:** INCLUDED IN POLICY  
LIMIT OF LIABILITY ANY ONE ACCIDENT

The following sublimits are part of and not in addition to the Boiler and Machinery Sublimit:

AMMONIA CONTAMINATION:	\$100,000	ANY ONE ACCIDENT
CONSEQUENTIAL DAMAGE:	\$100,000	ANY ONE ACCIDENT
EXPEDITING EXPENSES:	\$100,000	ANY ONE ACCIDENT
HAZARDOUS SUBSTANCES:	\$100,000	ANY ONE ACCIDENT
WATER DAMAGE:	\$100,000	ANY ONE ACCIDENT

**TIME LIMITS:**

NO COVERAGE IS PROVIDED BY THIS POLICY BEYOND THE CORRESPONDING TIME LIMIT SPECIFIED BELOW:

CIVIL AND MILITARY AUTHORITY	14 CONSECUTIVE DAYS
INGRESS/EGRESS	14 CONSECUTIVE DAYS
NEWLY ACQUIRED LOCATIONS	60 CONSECUTIVE DAYS
EXTENDED PERIOD OF INDEMNITY	NO COVERAGE

**DEDUCTIBLES:**

ALL DEDUCTIBLES LISTED BELOW ARE PER OCCURRENCE EXCEPT WITH RESPECT TO COVERAGE PROVIDED UNDER THE BOILER & MACHINERY ENDORSEMENT, IF ATTACHED, WHICH SHALL BE ANY ONE ACCIDENT.

**PROPERTY DAMAGE:** \$10,000  
**TIME ELEMENT:** \$10,000

1. If the deductible is specified as a (%) percentage, whether separately or combined, the deductible is calculated as follows:

PROPERTY DAMAGE – **SEE ABOVE**% of the 100% value submitted to and accepted by the COMPANY at the time of loss, of the property insured at the LOCATION where the physical loss or damage occurred.

TIME ELEMENT – **SEE ABOVE**% of the 100% Time Element values that would have been earned in the 12 month period following the OCCURRENCE by use of the facilities at the LOCATION where the loss or damage occurred, plus that proportion of the 100% TIME ELEMENT values at all other LOCATIONS where TIME ELEMENT loss ensues that was directly affected by use of such facilities and that would have been earned in the 12 month period following the OCCURRENCE

2. If the deductible is specified in hours or days, liability shall exist only for such part of the determined period of interruption in excess of the first number of hours or days stated above, starting at the time of physical loss or damage.
3. When this POLICY insures more than one INSURED LOCATION, the deductible will apply against the total loss covered by this POLICY in any one OCCURRENCE except that a deductible that applies on a per LOCATION basis, if specified, will apply separately to each LOCATION where the physical damage occurred regardless of the number of Locations involved in the OCCURRENCE.
4. Unless stated otherwise, if two or more deductibles apply to an OCCURRENCE, the total to be deducted will not exceed the largest deductible applicable. If two or more deductibles apply on a per INSURED LOCATION basis in an OCCURRENCE the largest deductible applying to each INSURED LOCATION will be applied separately to each such INSURED LOCATION.
5. If separate Property Damage and TIME ELEMENT deductibles are shown in the Declarations, then the deductible amount(s) shown in the Declarations shall apply separately to each such coverage.
6. The term "TIME ELEMENT" shall be defined as the actual loss sustained due to the necessary interruption of the Insured's NORMAL business operations including but not limited to, loss described in the BUSINESS INTERRUPTION SECTION, if attached, and the following TIME ELEMENT extensions, if endorsed hereon: Contingent Business Interruption, Contingent Extra Expense, Extra Expense, Ingress/Egress, Leasehold Interest, Rental Value, Off Premises Power Business Interruption, but this definition shall not otherwise expand or modify the coverage, if any, provided by this POLICY or its Endorsements.

**COINSURANCE:**

**100% (WAIVED BY AGREED AMOUNT ENDORSEMENT)**

**LOCATIONS COVERED:**

**SEE SCHEDULE ATTACHED**

**INSURANCE COMPANY:**

**SEE SECURITY PAGE ATTACHED**

**ISSUED AT:**

**STARR SPECIALTY LINES INSURANCE AGENCY, LLC  
399 Park Avenue  
New York, NY 10022**

## **PROPERTY COVERAGE FORM** **GENERAL CONDITIONS**

1. **COVERAGE: PERILS INSURED AGAINST:**

This POLICY covers the property insured hereunder against all risks of direct physical loss or damage to covered property while at INSURED LOCATIONS occurring during the Term of this POLICY, except as hereinafter excluded or limited.

2. **LIMITS OF LIABILITY:**

The POLICY Limit of Liability shall be the amount stated in the Declarations for loss, damage, costs or expenses arising from any one OCCURRENCE. The Sublimits of liability as stated on the Declarations and in any attached endorsements are part of and not in addition to the POLICY Limit of Liability.

The maximum Sublimit amount collectible under this POLICY shall be the Sublimit applicable for all loss or damage resulting from a peril insured against by this POLICY, regardless of any other Sublimit involved in this POLICY.

The COMPANY's liability under this POLICY will not exceed the percentage shown in the Declarations of the Policy Limit of Liability or any Sublimit of liability as provided in the Declarations, the Limits of Liability clause in this section or elsewhere in this POLICY, nor the percentage shown in the Declarations of the recoverable loss in any one OCCURRENCE.

3. **DEDUCTIBLES:**

In each case of loss covered by this POLICY, the COMPANY will be liable only if the Insured sustains a loss in a single OCCURRENCE greater than the applicable deductible specified on the Declarations, and only for its share of the amount that exceeds the Deductible.

- A. When this POLICY insures more than one INSURED LOCATION, the deductible will apply against the total loss covered by this POLICY in any one OCCURRENCE except that a deductible that applies on a per LOCATION basis, if specified, will apply separately to each LOCATION where the physical damage occurred regardless of the number of Locations involved in the OCCURRENCE.
- B. Unless stated otherwise, if two or more deductibles apply to an OCCURRENCE, the total to be deducted will not exceed the largest deductible applicable. If two or more deductibles apply on a per INSURED LOCATION basis in an OCCURRENCE the largest deductible applying to each INSURED LOCATION will be applied separately to each such INSURED LOCATION.
- C. If separate Property Damage and TIME ELEMENT deductibles are shown in the Declarations, then the deductible amount(s) shown in the Declarations shall apply separately to each such coverage.

4. **COINSURANCE:**

a. Applicable to **PROPERTY SECTION:**

It is expressly stipulated and made a condition of this POLICY that the Insured shall at all times maintain contributing insurance on each item of property covered by this POLICY to the extent of at least the percentage specified on the Declarations of the value required per the terms and conditions of the Valuation Clause in this POLICY at the time of loss, and that failing to do so, the Insured shall to the extent of such deficit bear his, or their proportion of any loss.



In the event that the aggregate claim for any loss is less than \$10,000. and less than 2% of the total amount of insurance upon the property described herein at the time such loss occurs, the Insured shall not be required to furnish any inventory of the undamaged property to establish compliance with the Valuation Clause, provided however, that nothing herein shall be construed to waive the application of the Coinsurance Clause.

b. Applicable to BUSINESS INTERRUPTION SECTION:

This COMPANY shall be liable, in the event of loss, for no greater proportion thereof than the amount hereby covered bears to the percentage specified on the Declarations of the GROSS EARNINGS as defined hereafter, that would have been earned had no loss occurred during the twelve (12) MONTHs immediately following the date of damage to or destruction of the covered property.

5. PROPERTY EXCLUDED:

This POLICY does not cover:

- a. Currency, money, deeds, evidence of debt or title, notes, securities, stamps, letters of credit, jewelry, precious stones, furs, fine arts, valuable papers, accounts receivable, accounts, bills, semi-precious stones, gold, silver, platinum and other precious alloys or metals, (except coverage is provided for precious metals and alloys on the premises which are part of any catalyst subject to the limitations specified under paragraph u. of Property Excluded), unless endorsed hereon;
- b. Property while in transit, unless endorsed hereon;
- c. DATA PROCESSING EQUIPMENT AND MEDIA, except for damage and destruction directly resulting from the perils of fire, lightning, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, WIND, unless endorsed hereon;
- d. Land, including excavations, grading, or filling, land values, landscaping, roads, lawns, trees, plants, shrubs, standing timber, crops, atmosphere, any water course or body of WATER whether above or below ground including sediments and/or beds of any body of WATER, or the restoration or replacement of any of the above;
- e. Costs for excavating, clearing, cutting, removing, replacing, re-grading, re-burying, lowering, raising, moving, relocating, filling-in, WATER or air jetting non-covered property of any type that surrounds, rests, upon, supports or interferes with the use and/or operation of above or below grade level of covered property;
- f. Animals, livestock, fish, fowl, birds, pets;
- g. Piers, docks, wharves, retaining walls, bulkheads, breakwaters, riprap, pilings, breasting and mooring dolphins, unless specifically endorsed hereon;
- h. Foundations, including pilings of buildings or structures which extend below the surface of the lowest pit or basement floor, or where there is no pit or basement, which extend below the surface of the ground inside the foundation walls of the buildings or structures;
- i. Foundations of machinery or equipment which are below the surface of the ground;
- j. Underground wells, underground and underwater piping, including personal property contained therein; well casings, piping, mains, sewers, fittings, conduits, drains or flues, and contents including personal property contained therein; underground cables; underground tanks, subterranean strata and their contents, including personal property located therein;

- k. Mines, shafts, caverns, tunnels, or any property located therein;
- l. Open pits and any other open cut excavation;
- m. Aircraft and their contents; satellite and/or spacecraft and their contents;
- n. Motor vehicles or trailers licensed for use on public highways and their contents, except contents at INSURED LOCATIONS consigned to or to be shipped by the Insured while not under control of common carrier;
- o. Hulls or waterborne vessels of every type, nature and description and their contents;
- p. Railroad or railway rolling stock and contents, except contents at INSURED LOCATIONS consigned to or to be shipped by the Insured while not under control of public carrier;
- q. Earthen, concrete and all other types of storage pits or reservoirs and their contents;
- r. Dams, tailings dams, watersheds, power tunnels, dikes, gates, flumes, containment basins, berms, levees, penstocks, and settling and/or collecting ponds;
- s. All property specifically insured elsewhere;
- t. Property in course of construction, unless endorsed hereon;
- u. Any refractory lining or catalyst, except for damage or destruction directly resulting from the perils of external fire, lightning, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, WIND;
- v. Crude oil, natural gas or hydrocarbons prior to initial recovery above ground;
- w. Drilling and producing platforms, including rigs, derricks, cranes, hydrocarbon wells, and associated equipment;
- x. Property located offshore or beyond the shoreline except that structures (and their contents) extending from land or shore are not to be considered as offshore;
- y. Owned electrical transmission and distribution lines and their supporting structures located beyond an INSURED LOCATION;
- z. Damage to property in open air from WIND or rain unless such property is designed to function without the protection of walls or roof.

6. PERILS EXCLUDED:

This POLICY does not insure against loss or damage caused by or resulting from any of the following regardless of any cause or event contributing concurrently or in any other sequence to the loss:

- a. Infidelity or dishonesty of the Insured or any of its directors, officers, employees, agents, contractors, or others to whom the insured property may be entrusted; loss or damage resulting from the Insured or any of its directors, officers, employees, agents, or contractors voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretense; any unexplained loss, mysterious disappearance, or loss or shortage disclosed on taking inventory, or resulting from accounting errors; burglary or theft by a director, officer, employee, agent, or contractor;

- b. Faulty or defective material, faulty workmanship, faulty methods of construction, errors or omissions in plans, specifications, or designs, errors in processing, or errors in manufacturing the Insured's product, unless loss by a separate peril not otherwise excluded ensues, and then coverage shall be afforded only for loss, damage, costs, or expenses caused by the separate ensuing peril;
- c. Mechanical or machinery breakdown, disassociation or derangement, including rupture or bursting caused by centrifugal force; nor rupture, bursting or operation of pressure relief devices;
- d. Electrical failure, electrical injury or disturbance to electrical appliances, devices, fixtures, or wiring caused by electrical currents artificially generated, unless fire or explosion ensues and then coverage shall be afforded only for the actual loss or damage directly caused by such ensuing fire or explosion;
- e. Explosion, bulging, rupture, cracking or bursting of steam boilers, or steam pipes, or steam turbines, or steam engines, flywheels or gas turbines, if owned by, leased by or operated under the control of the Insured; and bulging, bursting, rupture, explosion or cracking of fired and unfired pressure vessels, except that this COMPANY shall be liable for direct explosion loss caused by internal pressure of steam in processing machinery, equipment or apparatus, and direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox or combustion chamber of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion therefrom;
- f. Deterioration, depletion, inherent vice, latent defect, termites, moth, vermin, animals, insects, larvae, pupae, infestation, wear and tear, dampness or dryness of atmosphere, extremes or changes of temperature, smog, shrinkage, evaporation, loss of weight, rust, corrosion, erosion, wet or dry rot, change in flavor or color or texture or finish, unless loss by a separate peril not otherwise excluded ensues, and then coverage shall be afforded only for loss, damage, costs, or expenses caused by the separate ensuing peril;
- g. Settling, cracking, shrinkage, bulging or expansion in foundations, walls, floors, or ceilings;
- h. Misappropriation, conversion, embezzlement or secretion by any person in lawful possession of the property or failure of such persons to return property loaned, rented or placed in their care;
- i. Evaporation, mixing, shortage, seepage, spillage or leakage unless resulting from direct physical loss or damage to the tanks, taps or pipes by an insured peril, except willful and malicious damage or destruction of the tanks, taps or pipes is excluded;
- j. War including but not limited to:
  - 1. Hostile or warlike action in time of peace or war, whether such loss or damage be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the peril(s) insured against in this POLICY, including action in hindering, combating, or defending against an actual, impending, or expected attack:
    - a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
    - b) by military, naval or air forces;
    - c) by an agent of any such government, power, authority or forces; or
  - 2. Any weapon employing atomic fission, fusion, or radioactive force whether in time of peace or war; or
  - 3. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such a situation; or
  - 4. Risks of contraband or illegal transportation or trade;

- k. Confiscation, seizure, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated (except as provided by the Governmental Action Clause), seizure or destruction under quarantine or customs regulation;
  - l.
    - 1. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this POLICY; however, subject to the foregoing and all provisions of this POLICY, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this POLICY;
    - 2.
      - a) Discharge, explosion, or use of nuclear device, weapon or material employing or involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act.
      - b) Seizure or destruction under quarantine or custom regulation or confiscation by order of any governmental or public authority.
  - m.
    - 1. The unlawful possession, use, release, discharge, dispersal or disposal of any bacteriological, viral, radioactive or similar agents or material regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
    - 2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto;
  - n. Freezing of plumbing, heating or fire protection systems in vacant properties, when property is vacant for more than thirty (30) consecutive days, and any resulting ruptures and/or releases;
  - o. Backing up of sewers or drains;
  - p. Maintenance, repairs, or alterations, unless loss by a separate peril not otherwise excluded ensues, and then coverage shall be afforded only for loss, damage, costs, or expenses caused by the separate ensuing peril;
  - q. Mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This exclusion applies, and is not limited to, the cost for investigation, testing, remediation services, Such loss, damage, costs, or expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, or whether such loss is directly or indirectly, proximately or remotely, or in whole or in part caused by, the result of, contributed to or aggravated by any other peril.
- If loss otherwise covered by this POLICY occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot or extremes of temperature or humidity, this POLICY will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed, subject to the provisions of the Debris Removal Clause.
- r. EARTH MOVEMENT, as defined herein, unless endorsed hereon;
  - s. FLOOD, as defined herein, unless endorsed hereon.

7. ADDITIONAL EXCLUSIONS:

a. Fire Fighting Expense Exclusion Clause:

This POLICY shall not pay for any cost or expense in fighting fire.

b. Pollution and Contamination Exclusion Clause:

This POLICY does not insure against loss or damage caused by or resulting from any of the following regardless of any cause or event contributing concurrently or in any other sequence to the loss:

1. contamination;

2. the actual or threatened release, discharge, dispersal, migration or seepage of POLLUTANTS at an INSURED LOCATION during the Term of this POLICY unless the release, discharge, dispersal, migration, or seepage is caused by fire, lightning, leakage from fire protective equipment, explosion, aircraft, vehicles, smoke, riot, civil commotion or vandalism. This POLICY does not insure off-premises cleanup costs arising from any cause and the coverage afforded by this clause shall not be construed otherwise.

c. Off Premises Services Exclusion Clause:

This POLICY shall not pay for loss caused directly or indirectly by the interruption of utility services furnished to the described premises, such as electricity, steam, WATER, gas or refrigeration.

d. Professional Fees Exclusion Clause:

This POLICY shall not pay for fees, costs or expenses of any professionals including but not limited to accountants, architects, auditors, engineers, attorneys, public adjusters, insurance agents or brokers, loss appraisers, loss consultants, or other professionals, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them.

e. This POLICY shall not pay for:

1. Delay or loss of use or market except as may be provided under TIME ELEMENT coverage if provided herein
2. Enforcement of any ordinance or law regulating the construction, repair or demolition of any property insured hereunder, except as specifically stated herein or by endorsement;
3. Fines or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever;
4. Asbestos material removal, unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;
5. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material; or
6. Any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

8. DEBRIS REMOVAL CLAUSE: (Applies only to insurance covering direct property loss.)

This POLICY will pay the necessary expense incurred by the Insured during the Term of this POLICY for the removal of debris of the property covered hereunder from premises covered hereunder which may be occasioned by insured loss caused by any of the perils insured against in this POLICY. The COMPANY's total liability in any one OCCURRENCE under this POLICY for removal of debris shall in no event exceed the Sublimit specified in the Declarations. This provision does not increase any amounts or limits of insurance in this POLICY. In no event shall the combined loss for property and debris removal exceed the amount of insurance applying under the POLICY to the property damaged.

Furthermore, the COMPANY shall not be liable for more than the proportion of such debris removal expense as the amount of insurance under this POLICY bears to the total amount of insurance on the property covered, whether or not all such insurance includes this clause, or is collectible or not. This insurance will not pay, under this clause, expenses to:

1. Remove, or extract CONTAMINANTS or POLLUTANTS, or debris defined as a CONTAMINANT or POLLUTANT, from land or WATER, nor remove, restore or replace polluted or contaminated land or WATER; or
2. Remove any property because of the enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property; or
3. Remove or transport any property or debris to a site for storage, disposal, or decontamination, or the cost to store, dispose of, or decontaminate any such property or debris, required because the property or debris is affected by Contaminations or POLLUTANTS, whether or not such removal, transport, or decontamination is required by law, ordinance or regulation; or
4. Remove any property or debris which discharges, releases, or escapes into or upon any watercourse or body of WATER above or below ground, on or off the insured premises.

No liability shall exist under this Debris Removal Clause unless such expenses are reported in writing to the COMPANY within one hundred and eighty (180) days of the date of direct loss.

9. PROTECTION AND PRESERVATION OF PROPERTY:

In case of actual physical loss or damage of the type insured against by this POLICY, the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of Property insured hereunder shall be added to the total direct physical loss or damage otherwise recoverable under this POLICY and be subject to the applicable Deductible.

The COMPANY's total liability in any one OCCURRENCE under this provision shall in no event exceed the Sublimit specified in the Declarations. This provision does not increase any amounts or limits of insurance in this POLICY.

10. VALUATION:

In case of loss, the basis of adjustment, unless otherwise endorsed hereon, shall be as follows at time and place of loss:

- a. FINISHED STOCK sold but not delivered, at the Insured's net selling price of such property less all discounts and unincurred expenses to which such property would have been subject had no loss occurred. FINISHED STOCK not sold, at REPLACEMENT COST.

- b. RAW STOCK and STOCK IN PROCESS, at REPLACEMENT COST with like kind and quality;
- c. Buildings and other structures, at ACTUAL CASH VALUE unless otherwise endorsed hereon;
- d. Machinery, equipment and any other insured property not otherwise provided for at ACTUAL CASH VALUE unless otherwise endorsed hereon;
- e. Catalyst at ACTUAL CASH VALUE;

11. LIMITATIONS:

- a. Books and Records:  
This POLICY limits coverage on books of account, abstracts, drawings, card index systems and other records (except film, tape, disk, drum, cell and other magnetic recording and storage media for electronic data processing), to an amount not exceeding the cost of blank books, cards or other blank materials plus the cost of labor incurred by the Insured for transcribing or copying such records; and on film, tape, disk, drum, cell and other magnetic recording and storage media for electronic data processing to an amount not exceeding the cost of such media in unexposed or blank form.
- b. Employee's Tools and Wearing Apparel:  
  
This POLICY also covers tools and wearing apparel of officers and employees, except in dwellings and living quarters, while on premises insured hereunder, subject to a limit of two hundred fifty dollars (\$250.00) on said property of any officer or employee in any one OCCURRENCE.

12. CONDITIONS:

- a. Abandonment:  
  
There can be no abandonment to this COMPANY of the property insured.
- b. Appraisal:  
  
If the Insured and this COMPANY fail to agree on the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall select a competent and disinterested umpire, and, if failing for twenty (20) days to agree upon such umpire, then, on the request of the Insured or this COMPANY, such umpire shall be selected by a judge of a state or federal court of record in the state in which the damaged property is located. The appraisers shall then appraise the loss, stating separately the loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this COMPANY shall determine the amount of loss and shall be binding and final. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally. The COMPANY shall not be held to have waived any of its rights by any act relating to appraisal.
- c. Brands and Labels:  
  
If branded or labeled MERCHANDISE covered by this POLICY is damaged and the COMPANY elects to take all or any part of such MERCHANDISE at the value established by the provisions of this POLICY, the Insured may, at his own expense, stamp "salvage" on the MERCHANDISE or its containers or may remove or obliterate the brands or labels, if such stamps, removal or obliteration will not physically damage the MERCHANDISE.



d. Bridge Wording

Whenever used in this POLICY, the terms, "we", "our", "you", and "your" are hereby changed to "the COMPANY", "the COMPANY's", "the Insured", and "the Insured's".

e. Choice of Law and Choice of Venue:

No suit, action, or proceeding regarding this POLICY for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this POLICY. The COMPANY agrees that any suit, action, or proceeding against it for recovery of any claim under this POLICY shall not be barred if commenced within the time prescribed in the statutes of the State of New York. Any suit, action, or proceeding against the COMPANY must be brought solely and exclusively in a New York state court or a federal district court sitting within the State of New York. The laws of the State of New York shall solely and exclusively be used and applied in any such suit, action, or proceeding, without regard to choice of law or conflict of law principles.

f. Company's Options:

It shall be optional for this COMPANY to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind, size, capacity and quality within a reasonable time, on giving notice of its intention to do so within thirty (30) days after the receipt of proof of loss herein required.

g. Conflict of Wording:

If there is conflict between the specific sections or endorsements and general conditions in this POLICY, the conditions of the specific sections or endorsements shall prevail.

h. Governmental Action Clause:

This COMPANY shall be liable for acts of destruction at the order of civil authority at the time of and for the purpose of preventing the spread of fire, provided such fire did not originate from any perils herein specifically excluded.

i. Loss Clause:

It is a condition of this POLICY that in case of loss occurring hereunder, the amount of such loss shall be automatically reinstated after its OCCURRENCE without payment of additional premium for such reinstatement with the exception of loss caused by perils which are subject to annual aggregate sublimits as noted on the Declarations of this POLICY.

j. Machinery:

In the event of loss of or damage to machinery consisting, when complete for sale or use, of several parts, the Insurer shall only be liable for the value of the part(s) lost or damaged.

k. Pair and Set:

In the event of loss of or damage to:

- (a) any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
- (b) any part of property covered consisting, when completed for use, of several parts, the COMPANY shall be liable for the value of the part lost or damaged.



I. Permission Clause:

Permission is hereby granted: 1) to do work and to make such changes in the use or occupancy of the premises as is usual or incidental to the business of the Insured, 2) to make alterations, additions, improvements and repairs, 3) to shut down or cease operations, and for individual buildings or units to remain vacant or unoccupied without limit of time, provided fire protection, watchmen and alarm services are maintained. But this COMPANY, unless endorsed hereon, shall not be liable for loss occurring:

1. when the entire premises or plant has ceased operations or been unoccupied or vacant for a period exceeding thirty (30) consecutive days, or
2. while the hazard is increased by any means within the control or knowledge of the insured.

m. Requirements in Case Loss Occurs:

Every loss hereunder shall be reported in writing as soon as practicable with full particulars to the COMPANY. The Insured shall protect the property from further damage and separate the damaged and undamaged personal property; put it in the best possible order; furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, value and amount of loss claimed, and within sixty (60) days after the loss, unless such time is extended in writing by this COMPANY, the Insured shall render to this COMPANY a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following:

1. The time and origin of the loss;
2. The interest of the Insured and of all others in the property;
3. The value of each item thereof and the amount of loss thereto;
4. All encumbrances thereon;
5. All other contracts of insurance whether valid or not, covering any of said property;
6. Any changes in the title, use, occupation, LOCATION, possession or exposures of said property since the issuing of this POLICY;
7. By whom and for what purposes any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground.
8. If this POLICY provides any TIME ELEMENT coverage, the Insured shall, in addition to the above, also give immediate written notice to this COMPANY of any TIME ELEMENT loss and protect the property from further damage that might result in extension of the period of interruption.
9. Within sixty (60) days following the date of damage to or destruction of the real or personal property described, unless such time is extended in writing by this COMPANY, the Insured shall render to this COMPANY a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following:
  - a. The time and origin of the property damage or destruction causing the interruption of business;
  - b. The interest of the Insured and of all others in the business;
  - c. All other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this POLICY;

- d. Any changes in the title, nature, LOCATION, encumbrance, or possession of said business since the issuing of this POLICY;
  - e. By whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction, and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of TIME ELEMENT value and loss claimed, accompanied by detailed exhibits of all values, costs, and estimates upon which such amounts are based.
- 10. The Insured shall furnish a copy of all the descriptions and schedules in all policies and if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged.
  - 11. The Insured, as often as may be reasonably required, shall exhibit to any person designated by this COMPANY all that remains of any property herein described, and shall submit, and insofar as is within its power, cause its employees and others to submit to examinations under oath by any person named by this COMPANY and subscribed to the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this COMPANY or its representative, and shall permit extracts and copies thereof to be made.
  - 12. The Insured shall cooperate with the COMPANY and upon this COMPANY'S request shall attend hearings and trials and shall assist in effecting settlement, securing and giving evidence, and obtaining the attendance of witnesses in conduct of suits.
- n. Subrogation:
- 1. This insurance shall not be invalidated if the Insured in writing has waived or may hereafter, but prior to the OCCURRENCE of any loss covered hereunder, waive its right of recovery from any firm, corporation or individual, for loss or damage covered hereunder and this COMPANY expressly waives subrogation against any subsidiary or affiliated COMPANY of the Insured.
  - 2. In the event of any payment under this Policy, the COMPANY shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be necessary at the expense of the COMPANY to secure such right. The COMPANY will act in concert with any other interests concerned, i.e., the Insured and any other insurer participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery.
- If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the costs of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.
- o. Salvage and Recoveries:
- When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be refigured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other shall be paid promptly.

p. Titles of Paragraphs:

The several titles to the various paragraphs of this form (and of endorsements and supplemental contracts, if any, as now or hereafter attached to this POLICY) are inserted solely for the convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

13. DEFINITIONS:

Unless otherwise stated, the Definitions below apply wherever used in this POLICY.

A. ACTUAL CASH VALUE

The term "ACTUAL CASH VALUE" shall mean REPLACEMENT COST subject to a deduction for deterioration, depreciation and obsolescence. ACTUAL CASH VALUE applies to valuation of insured property regardless of whether that property has sustained partial or total loss or damage.

B. COMPANY

The term "COMPANY" shall mean the Insurer providing this insurance "POLICY" as specified on the Declarations attached.

C. COMPUTER

The term "COMPUTER" shall mean a programmable or programmed machine that responds to a specific set of instructions in a well-defined manner and can execute a pre-recorded list of instructions. It includes but is not limited to mainframes, servers, workstations and portable COMPUTERS, personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery, electronically programmed memory chips, and electronically controlled communication equipment.

D. DATA PROCESSING SYSTEMS

The term "DATA PROCESSING SYSTEMS" shall include storage equipment (hardware), transferring equipment, COMPUTER systems, telecommunications systems or electronic control equipment, including component parts,, owned by the Insured or leased, rented or property of others for which the Insured may be liable.

E. DATA PROCESSING MEDIA, meaning all forms of data, converted data and/or programs and/or instructions and/or media vehicles employed in the Insured's data processing operations, and blank magnetic recording or storage media (software) for electronic data processing including film, tape, disc, drum, or cells, being property of the Insured or property of others for which the Insured may be liable.

F. EARTH MOVEMENT

The term "EARTH MOVEMENT" shall mean earthquake, landslide, subsidence, volcanic eruption, tsunami or any other earth movement whether natural or man-made, except MUDSLIDE or MUDFLOW caused by accumulation of WATER on or under the ground.

Loss or damage caused by EARTH MOVEMENT shall include all covered loss or damage to covered property at an INSURED LOCATION resulting directly or indirectly from EARTH MOVEMENT, however, physical loss or damage by fire, explosion, or sprinkler leakage resulting from EARTH MOVEMENT as defined herein is not to be considered to be loss by EARTH MOVEMENT.

G. FINISHED STOCK

The term "FINISHED STOCK" shall mean stock manufactured by the Insured or manufactured by others for the account of the Insured which is ready for packing, shipment or sale, NORMAL to the business of the Insured.

H. FLOOD

The term "FLOOD" shall mean rising WATER, surface WATER, waves, tidal WATER, high WATER, tidal wave other than tsunami, rising, overflowing or any breach of streams, rivers, lakes, reservoirs, or other natural or man-made bodies of WATER; STORM SURGE; or spray from any of the foregoing; the unusual and rapid accumulation or runoff of surface waters from any source; release of WATER held by a dam, levee or dike or by a WATER or FLOOD control device; MUDFLOW; MUDSLIDE; all whether driven by WIND or not, and regardless of any other cause of event or loss whatsoever contributing concurrently or in any sequence to produce the loss, directly or indirectly, and regardless of whether the event or loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these. However, physical loss or damage by fire, explosion or sprinkler leakage resulting from FLOOD as defined herein is not to be considered to be loss by FLOOD.

I. INSURED LOCATION(S)

The term "INSURED LOCATION(S)" as used in this POLICY shall mean any LOCATION listed on the latest SCHEDULE OF LOCATIONS submitted to and accepted by the COMPANY as of the POLICY inception date, as specified in the Declarations. INSURED LOCATION(S) includes the area within one thousand (1,000) feet of such LOCATION, all within the Coverage Territory.

If not so specified in the SCHEDULE OF LOCATIONS, a "LOCATION" is a building, yard or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of defining a LOCATION.

The term "LOCATIONS" means more than one LOCATION.

J. LOSS OF EARNINGS

The term "LOSS OF EARNINGS" shall mean The ACTUAL LOSS SUSTAINED by the Insured resulting directly from such necessary interruption of business, but not exceeding the reduction in GROSS EARNINGS less charges and expenses which do not necessarily continue during the interruption of business.

K. MERCHANDISE

The term "MERCHANDISE" shall mean goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

L. MONTH

The term "MONTH" shall mean thirty (30) consecutive calendar days.

M. MUDFLOW

The term "MUDFLOW" shall mean a river of liquid and flowing mud on the surfaces of normally dry land areas as when earth is carried by a current of WATER.

N. MUDSLIDE

The term "MUDSLIDE" shall mean a saturated soil mass moving by liquidity down a slope.

O. NORMAL

The term "NORMAL" shall mean the condition that would have existed had no physical loss or damage occurred.

P. OCCURRENCE

The term "OCCURRENCE" shall mean a loss, incident, or series of losses or incidents immediately arising out of a single event or originating cause and includes all resultant or concomitant insured losses, except as modified herein.

1. In respect of losses hereunder arising from WIND, the term OCCURRENCE shall mean the sum total of all the Insured's losses sustained during any one period of seventy-two (72) consecutive hours commencing within the Term of this POLICY under the foregoing perils arising out of or caused by the same atmospheric disturbance.
2. In respect of losses hereunder arising from FLOOD, EARTH MOVEMENT, riot, riot attending a strike or civil commotion, the term OCCURRENCE shall mean the sum total of all the Insured's losses sustained during any one period of seventy-two (72) consecutive hours commencing within the Term of this POLICY.

As respects all the foregoing, the Insured may elect the moment from which any period of seventy-two (72) consecutive hours shall be deemed to have commenced, this COMPANY being responsible only for its proportion of the loss to the Insured in respect to the said elected period of seventy-two (72) hours. No single elected seventy-two (72) hour period shall overlap any other elected seventy-two (72) hour period

This COMPANY shall not be liable for any loss occurring before the effective date and time of this POLICY, nor for any loss occurring after the expiration date and time of this POLICY. The expiration of the POLICY shall not reduce the seventy-two (72) hour period.

Q. ORDINARY PAYROLL EXPENSES

The term "ORDINARY PAYROLL EXPENSES" shall mean payroll expenses for all employees of the Insured except: officers; executives; department managers; and employees under contract. Payroll expenses shall include: payroll; employee benefits, if directly related to payroll; FICA payments and union dues paid by the Insured; and workers' compensation premiums.

R. PERIOD OF INDEMNITY

The term "PERIOD OF INDEMNITY" shall mean the period of time that:

- (a) Begins with the date of direct physical loss or damage by any of the perils covered herein, at an INSURED LOCATION; and
- (b) Ends on the date when the damaged or destroyed property at the INSURED LOCATION should be repaired, rebuilt or replaced with the exercise of due diligence and dispatch.

The PERIOD OF INDEMNITY shall not be limited by the date of termination of this POLICY.

#### S. POLICY

The term "POLICY" shall mean all parts of the document to which this form is attached including, but not limited to, the Declarations, conditions, endorsements and this property form.

#### T. POLLUTANT or CONTAMINANTS

The term "POLLUTANTS" or "CONTAMINANTS" shall mean any solid, liquid, gaseous or thermal irritant or CONTAMINANT including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, virus, waste, (waste includes materials to be recycled, reconditioned or reclaimed) or hazardous substances as listed in the Federal WATER Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

#### U. RAW STOCK

The term "RAW STOCK" shall mean material in the state in which the Insured receives it for conversion by the Insured into FINISHED STOCK.

#### V. REPLACEMENT COST

The term "REPLACEMENT COST" shall mean the lesser of the cost to repair, rebuild or replace the lost or damaged property with:

1) identical property or

2) property of like, kind and quality

on the same premises and intended for the same occupancy and use, determined at the time and place of loss, without deduction for deterioration, depreciation or obsolescence.

#### W. STOCK IN PROCESS

The term "STOCK IN PROCESS" shall mean RAW STOCK which has undergone any aging, seasoning, mechanical or other process of manufacture at the LOCATION(s) herein described but which has not become FINISHED STOCK.

#### X. STORM SURGE

The term "STORM SURGE" shall mean rising WATER, surface WATER, waves, tidal WATER, tidal wave other than tsunami; rising, overflowing or any breach of streams, rivers, lakes, reservoirs, or other bodies of WATER; or spray from any of the foregoing when driven by WIND.

#### Y. THE 100% PLANT BUSINESS INTERRUPTION DAILY VALUE

The term "THE 100% PLANT BUSINESS INTERRUPTION DAILY VALUE" shall mean the actual amount of GROSS EARNINGS, less charges and expenses which do not necessarily continue during the interruption of business, that would have been earned had no loss or damage occurred, divided by the actual number of working days, had no loss or damage occurred during the period of Interruption of the business with due consideration being given to the experience of the business before the date of loss or damage and the probable experience thereafter had no loss or damage occurred.

## Z. TIME ELEMENT

The term "TIME ELEMENT" shall be defined as the actual loss sustained due to the necessary interruption of the Insured's NORMAL business operations including but not limited to, loss described in the BUSINESS INTERRUPTION SECTION, if attached, and the following TIME ELEMENT extensions, if endorsed hereon: Contingent Business Interruption, Contingent Extra Expense, Extra Expense, Ingress/Egress, Leasehold Interest, Rental Value, Off Premises Power Business Interruption, but this definition shall not otherwise expand or modify the coverage, if any, provided by this POLICY or its Endorsements.

## AA. WATER

The term "WATER" shall mean WATER, but not WATER at any INSURED LOCATION which is contained within any type of processing tank, cistern, pond, piping, or other process equipment.

## BB. WIND

The term "WIND," shall mean tornado, tempest, cyclone, hurricane, windstorm or hail.

**PROPERTY COVERAGE FORM**  
**PROPERTY SECTION**

Interest and Property Insured:

This COMPANY agrees to insure subject to all the terms, conditions, limitations, exclusions and stipulations of this POLICY, except as hereinafter excluded, and excluding all property named in the STOCK PROVISIONAL SECTION, if included herein:

All buildings, tanks and structures of every description, and all contents therein and property of every description upon the premises as now or hereafter constituted; all whether owned by the Insured or Property of Others in the Insured's care, custody or control, or on consignment or on commission or held in storage or for repairs or sold but not delivered or removed; all comprised a part of or appertaining to the operations of the Insured at INSURED LOCATION(S).

This POLICY shall also cover loss or damage, if any, to improvements and betterments to buildings. In the event of loss or damage, this COMPANY agrees to accept and consider the Insured to be the sole and unconditional owner of improvements and betterments, any contract or lease the Insured may have made to the contrary notwithstanding.



**PROPERTY COVERAGE FORM**  
**BUSINESS INTERRUPTION SECTION**

1. Interest and Property Insured:

This COMPANY agrees to insure subject to all the terms, conditions, limitations, exclusions and stipulations of this POLICY:

Loss directly resulting from necessary interruption of the Insured's NORMAL business operations caused by direct physical loss or damage to real or personal property covered herein, except FINISHED STOCK, and arising from a peril insured against hereunder and occurring during the term of this POLICY; all while located at INSURED LOCATIONS.

Unless and until liability has been admitted or a claim paid for direct physical damage to or destruction of property insured under this POLICY, no claim shall be payable nor any advance be due for any business interruption loss. This Condition shall not apply if no such payment shall have been made nor liability admitted solely owing to the operation of a "Deductible" in this POLICY which excludes liability for losses below a specified amount.

Further, the payment of a claim or admission of liability for loss due to direct physical loss or damage to property insured under this POLICY is not in and of itself, evidence that the Insured has sustained a business interruption loss under this Section.

2. ACTUAL LOSS SUSTAINED:

In the event of direct physical loss or damage to covered property by a peril insured against, this COMPANY shall be liable for the ACTUAL LOSS SUSTAINED by the Insured resulting directly from the necessary interruption of business, but not exceeding the reduction in GROSS EARNINGS less charges and expenses which do not necessarily continue during the interruption of business. Loss under this Section shall be subject to the PERIOD OF INDEMNITY.

The PERIOD OF INDEMNITY shall not be limited by the date of termination of this POLICY. Due consideration shall be given to the continuation of NORMAL charges and expenses, including ORDINARY PAYROLL EXPENSE, to the extent necessary to resume operations of the Insured with the same quality of service which existed immediately preceding the date of damage or destruction.

3. Resumption of Operations:

It is a condition of this insurance that if the Insured could reduce the loss resulting from interruption of business:

1. by complete or partial resumption of operation of the property herein described, whether damaged or not; or
2. by making use of MERCHANDISE or other property at any INSURED LOCATION; or
3. by making use of stock (RAW, IN PROCESS or FINISHED) at any INSURED LOCATIONS;

such reduction shall be taken into account in arriving at the amount of loss hereunder.

4. Expense Related to Reducing Loss:

Applicable only to this Section, this POLICY also covers such expenses as are necessarily incurred for the purpose of reducing loss under this POLICY (except expense incurred to extinguish a fire) and such expenses, in excess of NORMAL, as would necessarily be incurred in replacing any FINISHED STOCK used by the Insured to reduce loss under this POLICY; but in no event shall the amount payable under this coverage exceed the amount by which the loss otherwise payable under this POLICY is thereby reduced. Such expenses shall not be subject to the application of the Coinsurance Clause.

5. GROSS EARNINGS:

For the purpose of this Section "GROSS EARNINGS" are defined as the sum of:

1. Total net sales values of production;
2. Total net sales of MERCHANDISE; and
3. Other earnings derived from operation of the business;  
less the cost of:
4. RAW STOCK from which such production is derived;
5. Supplies consisting of materials consumed directly in the conversion of such RAW STOCK into FINISHED STOCK or in supplying the service(s) sold by the Insured;
6. MERCHANDISE sold, including packaging materials therefore; and
7. Service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract.

No other costs shall be deducted in determining GROSS EARNINGS. In determining GROSS EARNINGS due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.

6. FINISHED STOCK:

This COMPANY shall not be liable for any loss resulting from damage to or destruction of FINISHED STOCK nor for the time required to reproduce said FINISHED STOCK.

7. Interruption by Civil or Military Authority:

This POLICY is extended to include, starting at the time of physical loss or damage, the actual loss sustained by the Insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding the number of days shown under TIME LIMITS stated in the Declarations, when, as a direct result of damage to or destruction of property within one (1) statute mile of an INSURED LOCATION by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil or military authority.

8. Additional Exclusions:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Section:

This COMPANY shall not be liable for any increase of loss resulting from:

1. Enforcement of any law ordinance or regulation whether Federal, State or Local regulating the construction, repair or demolition of buildings or structures; or
2. Interference at the described premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of business; or
3. The suspension, lapse or cancellation of any lease, license, contract or order unless such suspension, lapse or cancellation results directly from the interruption of business (and then this COMPANY shall be liable for only such loss as affects the Insured's earnings) during, and limited to, the PERIOD OF INDEMNITY covered under this Policy;

nor shall this COMPANY be liable for any other consequential or remote loss.

Endorsement No. 1 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## ACCOUNTS RECEIVABLE ENDORSEMENT

### A. COVERAGE:

Subject to the all terms, conditions, limitations, exclusions and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover:

- a. All sums due to the Insured provided the Insured is unable to affect collection thereof as a result of direct physical loss or damage by a peril insured against, to records of accounts receivable;
- b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- c. Collection expense in excess of NORMAL collection cost and made necessary because of such loss or damage;
- d. Other expenses, when reasonable incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

### B. LIMIT OF LIABILITY:

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed **\$The Sublimit specified in the Declarations.**

### C. REMOVAL:

Such insurance as is afforded by this POLICY applies while the records of accounts receivable are being removed to and while at a place of safety because of imminent danger of loss or damage and while being returned from such place.

### D. ADDITIONAL EXCLUSIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

This Endorsement does not insure against:

- a. Loss due to bookkeeping, accounting or billing errors or omissions;
- b. Loss, the proof of which (as to factual existence) is dependent upon an audit of records or an inventory computation, but this shall not preclude the use of such procedure in support of claim for loss which the Insured can prove, through evidence wholly apart therefrom, as due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.
- c. Loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities, or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

### E. CONDITIONS:

- a. Recoveries:

After payment of loss, all amounts recovered by the Insured on accounts receivable for which the Insured has been indemnified shall belong and be paid to the COMPANY by the Insured up to the total amount of loss paid by the COMPANY, but all recoveries in excess of such amount shall belong to the Insured.

b. Determination of Receivables; Deductions:

1. When there is proof that a loss covered by this POLICY has occurred but the Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Insured's monthly statements and shall be computed as follows:
  - (a) Determine the amount of all outstanding accounts receivable at the end of the same fiscal MONTH in the year immediately preceding the year in which the loss occurs.
  - (b) Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve MONTHS immediately preceding the MONTH in which the loss occurs, or such part thereof for which the Insured has furnished monthly statements to the underwriters as compared with such average for the same MONTHS for the preceding year;
  - (c) The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal MONTH in which said loss occurs.
  - (d) The amount determined under (c) above shall be increased or decreased in conformity with the NORMAL fluctuations in the amount of accounts receivable during the fiscal MONTHS involved, due consideration being given to the experience of the business since the last day of the last fiscal MONTH for which statement has been rendered.
2. There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by receivables not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts that would normally have been uncollectible by the Insured. All unearned interest and service charges shall be deducted.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 2 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **AGREED AMOUNT ENDORSEMENT**

### **(BUSINESS INTERRUPTION)**

Applying to BUSINESS INTERRUPTION SECTION Only:

In consideration of a Statement of GROSS EARNINGS filed with this COMPANY by the Insured and pursuant to the Coinsurance Clause in this Policy, the amount of **\$The Sublimit specified in the Declarations**, shall represent the percentage specified on the Declarations of the value required for compliance with such Coinsurance Clause.

This Agreed Amount Endorsement is effective until **The Sublimit specified in the Declarations** and thereafter the terms and conditions of the Coinsurance Clause in this POLICY applying to the BUSINESS INTERRUPTION SECTION shall apply without modification. It is agreed however, that the Insured is given an additional thirty (30) days in which to file the above mentioned Statement of GROSS EARNINGS, and the Agreed Amount Provision is extended for this thirty (30) day period.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 3 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## AGREED AMOUNT ENDORSEMENT (PROPERTY)

Applying to PROPERTY SECTION Only:

In consideration of a Statement of Values filed with this COMPANY by the Insured and pursuant to the Coinsurance Clause in this POLICY applying to the Property Section, the amount of **\$The Sublimit specified in the Declarations**, shall represent the percentage specified on the Declarations of the value required for compliance with such Coinsurance Clause.

This Agreed Amount Endorsement is effective until **The Sublimit specified in the Declarations** and thereafter the terms and conditions of the Coinsurance Clause in this POLICY applying to the PROPERTY SECTION shall apply without modification. It is agreed however, that the Insured is given an additional thirty (30) days in which to file the above mentioned Statement of Values, and the Agreed Amount Provision is extended for this thirty (30) day period.

Endorsement No. 4 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **BIOLOGICAL, CHEMICAL OR NUCLEAR EXCLUSION**

The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

- **BIOLOGICAL, CHEMICAL OR NUCLEAR EXCLUSION**

This policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any sequence thereto:

1. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or material regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.



Endorsement No. 5 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## BOILER AND MACHINERY ENDORSEMENT

### 1. INSURING AGREEMENT:

Subject to all additional terms, conditions, limitations, exclusions, and stipulations stated herein this POLICY is extended to cover:

- (a) direct physical loss or damage to property of the Insured and to property of others in the care, custody or control of the Insured;
- (b) the loss and expense resulting from the necessary interruption of business; if a BUSINESS INTERRUPTION SECTION and/or any other TIME ELEMENT endorsements are attached and then such provisions hereby apply;

resulting from an ACCIDENT to an OBJECT at an INSURED LOCATION.

When used in this Endorsement, the following definitions shall apply:

“**OBJECT(S)**” shall mean any boiler, fired or unfired pressure vessel, refrigerating or air conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.

“**ACCIDENT(S)**” shall mean a sudden and accidental breakdown of an OBJECT or a part thereof which manifests itself at the time of its OCCURRENCE by physical damage that necessitates repair or replacement of the OBJECT or part thereof.

### 2. LIMIT OF LIABILITY:

The COMPANY's total liability arising out of any One ACCIDENT under this Endorsement, shall in no event exceed \$The Sublimit specified in the Declarations.

If an initial ACCIDENT causes other ACCIDENTS, all will be considered “One ACCIDENT”. All ACCIDENTS at any one INSURED LOCATION which manifest themselves at the same time and are the result of the same cause will be considered “One ACCIDENT.”

### 3. CONDITIONS:

With respect to OBJECTS insured by the provision of this Endorsement, the following additional Condition shall apply:

#### Suspension

Upon the discovery of a dangerous condition with respect to any OBJECT, any representative of the COMPANY may immediately suspend the insurance with respect to an ACCIDENT to said OBJECT by written notice mailed or delivered to the Insured at the address of the Insured, or at the INSURED LOCATION of the OBJECT. Insurance so suspended may be reinstated by the COMPANY, but only by an Endorsement issued to form a part of this POLICY. The Insured will be allowed the unearned portion of the premium paid for the suspended insurance, pro rata, for the period of suspension.

### 4. SUBLIMITS OF COVERAGE:

- a. Ammonia Contamination Coverage

This POLICY is extended to cover loss, including salvage expense, or damage by ammonia contacting or permeating property under refrigeration or in process requiring refrigeration, resulting from any One ACCIDENT to one or more OBJECTS subject to a limit of **\$The Sublimit specified in the Declarations** any One ACCIDENT This limit is part of and not in addition to the Limit of Liability.

b. **Expediting Expenses Coverage**

This POLICY is extended to cover the reasonable extra cost to make temporary repair, expedite permanent repairs and expedite permanent replacement of property covered by this Endorsement, including overtime and the extra cost of express or other rapid means of transportation when loss to such property results from damage as insured against by this Endorsement, all subject to a limit of **\$The Sublimit specified in the Declarations** any One ACCIDENT. This limit is part of and not in addition to the Limit of Liability.

c. **Consequential Damage**

This POLICY is extended to cover loss to property of the Insured and loss to property of others for which the Insured shall become legally obligated to pay when such loss is due to spoilage from lack of power, light, heat, steam, or refrigeration resulting solely from a ACCIDENT to an OBJECT, subject to a limit of **\$The Sublimit specified in the Declarations** any One ACCIDENT. This limit is part of and not in addition to the Limit of Liability.

d. **Hazardous Substances Coverage**

It is agreed that, if, as a result of an ACCIDENT, any property is damaged, contaminated, or polluted by a substance declared by a governmental agency to be hazardous to health, the COMPANY shall be liable under the POLICY for the additional expenses incurred for cleanup, repair or replacement, or disposal of that damaged, contaminated or polluted property. The COMPANY'S total liability for additional expenses shall not exceed **\$The Sublimit specified in the Declarations** any One ACCIDENT. This limit is part of and not in addition to the Limit of Liability.

As used here, "additional expenses" shall mean expenses incurred beyond those for which the COMPANY would have been liable if no substance hazardous to health had been involved in the ACCIDENT.

e. **Water Damage Coverage**

This POLICY is extended to cover loss, including salvage expense, to property damaged by WATER, resulting from any One ACCIDENT shall not exceed **\$The Sublimit specified in the Declarations** any One ACCIDENT. This limit is part of and not in addition to the Limit of Liability.

5. **ADDITIONAL EXCLUSIONS:**

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

A. The following losses are not insured under this Endorsement:

- 1) Breakdown of any structure or foundation (other than a bedplate of a machine) supporting an OBJECT or any part thereof, not caused by an ACCIDENT to the OBJECT;
- 2) Breakdown of any boiler setting, insulating or refractory material not caused by an ACCIDENT to the OBJECT;
- 3) Breakdown of well casings, penstocks or draft tubes;

- 4) Breakdown of OBJECTS manufactured or held by the Insured for sale to others;
- 5) Breakdown of catalyst not caused by an ACCIDENT to the OBJECT containing such catalyst or any other insured OBJECTS;
- 6) Breakdown of any oven, stove or furnace;
- 7) Breakdown of any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than:
  - (a) feed water piping between any boiler and its feed pumps or injectors,
  - (b) boiler condensate return piping, or
  - (c) WATER piping forming a part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes;
- 8) Breakdown of an OBJECT until such time as said OBJECT has been installed and completely tested at an INSURED LOCATION. For the purposes of this insurance, "completely tested" shall mean that said OBJECT has operated at an INSURED LOCATION in the capacity for which it was designed as part of the Insured's NORMAL production process or processes. Notwithstanding the above coverage under this Agreement shall apply to any newly installed OBJECT having a fair market value of \$1,000,000. or less and to any spare or replacement OBJECT or having parts thereof;
- 9) An ACCIDENT to any OBJECT while it is being maintained or altered if said ACCIDENT is a direct result of said maintenance or alterations. However, if an ACCIDENT otherwise insured hereunder subsequently ensues, then the COMPANY shall be liable for such ACCIDENT. Any opening, closing or transporting of an OBJECT shall not be considered a part of any maintenance or alterations;
- 10) An ACCIDENT to any OBJECT utilizing sulfur dioxide or hydrogen sulfide gas as respects:
  - (a) loss or damage resulting from corrosion anywhere following said ACCIDENT,
  - (b) loss or damage to catalyst caused by steam or WATER contacting or permeating the said catalyst following said ACCIDENT, and
  - (c) payment under any BUSINESS INTERRUPTION SECTION or Extra Expense Endorsement forming a part of this POLICY, for any time during which the resumption of business is in anyway curtailed, delayed or prevented because of loss or damage of the kinds referred to in the preceding Sections (a) and (b);
- 11) Breakdown of any vacuum tube or gas tube; and
- 12) Breakdown of any electronic computer or electronic data processing equipment, unless used to operate one or more insured "OBJECTS", unless endorsed hereon;
- 13) Any increase in loss caused by or resulting from the enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation. As used here, increase in loss also includes expenses incurred beyond those for which we would have paid

if no substance declared to be hazardous to health by a governmental agency had been involved in the "ACCIDENT";

**B.** As respects this Endorsement, ACCIDENT shall not include loss:

- 1) From depletion, deterioration, corrosion or erosion, wear and tear, leakage at any valve, fitting, shaft seal, gland packing, joint or connection; the functioning of any safety or protective device; nor shall ACCIDENT mean the breakdown of any OBJECT while it is undergoing hydrostatic, pneumatic, gas pressure, or insulation breakdown tests, or is being dried out;
- 2) From fire concomitant with or following an ACCIDENT or from the use of WATER or other means to extinguish fire (as respects any electrical machine or apparatus or gas turbine), this section is changed to read: "from fire outside said electrical machine or apparatus or gas turbine concomitant with or following an ACCIDENT or from the use of WATER or other means to extinguish fire";
- 3) From an ACCIDENT caused directly or indirectly by fire or from the use of WATER or other means to extinguish fire;
- 4) From a combustion explosion outside the OBJECT concomitant with or following a ACCIDENT;
- 5) From an ACCIDENT caused directly or indirectly by a combustion explosion outside the OBJECT;
- 6) As a respects any boiler of the chemical recovery type, from an explosion within the furnace of any such boiler or within the passages from the furnace to the atmosphere whether or not such explosion (a) is contributed to or aggravated by an ACCIDENT to any part of said boiler that contains steam or WATER, or (b) is caused in whole or in part, directly or indirectly, by an ACCIDENT to any OBJECT or part thereof;
- 7)
  - (a) From an ACCIDENT in whole or in part caused by nuclear reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or
  - (b) From nuclear reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by an ACCIDENT;

nor shall the COMPANY be liable for any loss covered in whole or in part by a contract of insurance, carried by the Insured, which also covers any hazard or peril of nuclear reaction or nuclear radiation, or radioactive contamination.

**C.** Notwithstanding any provisions in the POLICY or its other Endorsements to the contrary, the COMPANY assumes no liability under this Endorsement for any loss:

- 1) From an ACCIDENT caused directly or indirectly by EARTH MOVEMENT; or
- 2) From the explosion of accumulated gases or unconsumed fuel within the fire box, or combustion chamber, or any fired vessel or within the flues which conduct the gases of combustion there from;
- 3) From FLOOD, unless an ACCIDENT ensues and the COMPANY shall then be liable under this Endorsement only for loss from such ensuing ACCIDENT; and

- 4) From explosion of an OBJECT other than:
  - (a) any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
  - (b) any machine or electrical apparatus when such loss is caused by centrifugal force or mechanical breakdown.
- D. With respect to an ACCIDENT to an OBJECT, liability for loss to any catalyst shall not exceed the ACTUAL CASH VALUE thereof at the time of said loss.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 6 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## COURSE OF CONSTRUCTION ENDORSEMENT

### A. COVERAGE:

Subject to all terms, conditions, limitations, exclusions and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover:

1. direct physical loss or damage by a peril insured against to alterations, extensions, renovations, erections, installations, assembly, additions and new facilities, including building materials, supplies, machinery or equipment incidental to such construction or occupancy while at an INSURED LOCATION described under the PROPERTY SECTION, while in the course of construction.
2. the ACTUAL LOSS SUSTAINED by the Insured resulting from the necessary interruption of business during the PERIOD OF INDEMNITY which results directly from the DELAY IN COMPLETION provided that the DELAY IN COMPLETION is caused solely by physical loss or damage to or destruction of Property Insured described in Item No. 1 above.
3. direct physical loss or damage to Property Insured described in Item No. 1 by a peril insured against while such property is undergoing Hot Testing during the HOT TESTING PERIOD.

All coverage afforded under this Endorsement shall cease upon the earlier of: (a) termination of the POLICY, or (b) termination of the HOT TESTING PERIOD as defined herein.

### B. LIMIT OF LIABILITY:

The COMPANY's total liability in any one OCCURRENCE under this Endorsement, shall in no event exceed \$The Sublimit specified in the Declarations.

### C. ADDITIONAL EXCLUSIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

This Endorsement does not insure:

- (1) Contractor's or subcontractor's equipment; machinery, tools, equipment and property of a similar nature not destined to become a permanent part of the completed project or structure;
- (2) Loss of use, loss of markets, penalties for noncompletion, noncompliance with contract conditions, consequential loss of any kind;
- (3) Loss caused by frost, falling of ice or freezing, unless resulting from damage caused by fire, lighting, explosion, windstorm, hail, riot, riot attending a strike, civil commotion,

aircraft, vehicles and smoke;

- (4) a) Any manufacturer or supplier of machinery, equipment or other property for the cost of making good any loss or damage which such party has agreed to make good under a guarantee or warranty, whether expressed or implied, or
- b) Any consulting engineer, architect or designer for loss or damage which arises out of the performance of their respective professional activities,  
  
whether or not named as an Insured under this POLICY;
- (5) Loss or damage directly or indirectly caused by fault, defect error or omission in design, plan or specification;
- (6) Loss or damage occasioned directly or indirectly by any ordinance of law, any order of governmental or municipal authority; by suspension, lapse termination or cancellation of any license, lease or permit, and any injunction or process of any court;
- (7) Loss resulting from the failure of the Insured to use due diligence and dispatch and all reasonable means to restore the property Insured to the condition existing prior to loss or damage;
- (8) Loss resulting from any DELAY IN COMPLETION or use which may be occasioned by ordinance, law or regulation, rule or ruling regulating or restricting repair, alteration, use, operation, construction or installation of buildings, structures or equipment, nor by suspension, lapse or cancellation of any lease or license, contract or order, nor for the DELAY IN COMPLETION or use due to interference by strikers or other persons with the transportation of property, the construction of buildings or with the occupancy and use of the premises;
- (9) Consequential damages including liquidated damages, performance or non-performance penalties, and penalties for non-completion or non-compliance with contract conditions;
- (10) Interruption of incoming electricity, fuel, water, gas, steam, refrigerant, or any other services needed for construction or operation;
- (11) SOFT COSTS as defined herein;
- (13) HOT TESTING of prototype or developmental machinery and equipment or of used machinery and equipment.

**D. AS RESPECTS TESTING:**

No coverage shall be provided under this Endorsement unless all specified protective material and instrumentation is installed and activated.

In no event shall coverage be provided if supervisory or safety systems have been deliberately circumvented.

**E. SUBROGATION:**

For the purpose of this Endorsement only, the following applies:

- (A) In the event of any payment made hereunder, the COMPANY shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.
- (B) Unless otherwise endorsed, it is a condition of this Endorsement that the COMPANY shall be subrogated, to the extent of payment, to all the Insured's rights of recovery against any subcontractor, architect, or design engineer, whether a named Insured or not, for any loss or damage for which the aforesaid subcontractor, architect, or design engineer would otherwise be legally liable.

**F. DEFINITIONS:**

The following terms whenever used in this Endorsement shall mean:

1. "DELAY IN COMPLETION": the time period between the ANTICIPATED COMPLETION OF THE PROJECT and the ACTUAL COMPLETION OF THE PROJECT less any time resulting from delay caused by loss or damage for which the COMPANY is not liable under this Endorsement and not more than the PERIOD OF INDEMNITY.
2. "ANTICIPATED COMPLETION OF THE PROJECT": that point in time when COMPLETION OF THE PROJECT would have taken place but for the loss or damage for which the COMPANY is liable under this Endorsement.
3. "ACTUAL COMPLETION OF THE PROJECT": that point in time when the COMPLETION OF THE PROJECT actually takes place.
4. "HOT TESTING PERIOD: that period of time beginning with the earlier of:
  - (a) introduction into a system of feedstock or other materials for processing or handling,
  - or
  - (b) commencement of fuel or energy supply to a systemand ending with the earliest of:
  - (a) the Project being taken over or taken into use by the principal of the Project, or
  - (b) Cancellation or Expiration of the POLICY.
5. "PERIOD OF INDEMNITY": The twelve (12) month period of time commencing with the ANTICIPATED COMPLETION OF THE PROJECT.
6. "SOFT COSTS": Expenditures which are necessarily incurred during the PERIOD OF INDEMNITY that would not have been incurred by the Insured if the DELAY had not occurred including:
  - a. Interest Expense on construction loan(s)
  - b. Advertising and promotional expenses necessarily incurred;
  - c. Architects and/or engineers fees;
  - d. Legal and accounting fees;
  - e. Commissions incurred upon renegotiation of leases;
  - f. Fees for licensing and permits;
  - g. Insurance premium;



- h. Real Estate taxes and assessments;
- i. Project administration expense;

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of liability provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 7 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

**DATA DISTORTION/CORRUPTION ENDORSEMENT  
COVERS SUBSEQUENT DAMAGE  
FROM NAMED PERILS AND B&M**

It is hereby understood and agreed that this POLICY is amended as follows:

The COMPANY will not pay for damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

- (A) Any functioning or malfunctioning of the Internet or similar facility, or of any intranet or private network or similar facility,
- (B) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,
- (C) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or COMPUTER system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This endorsement shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from fire, lightning, explosion, falling aircraft, smoke, vehicle impact, WIND, or ACCIDENT.

This Endorsement shall not act to increase or broaden coverage afforded by this POLICY.

Such damage or consequential loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

In consequence of all the foregoing the Annual Premium remains unaltered.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 8 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **ELECTRONIC DATA PROCESSING ENDORSEMENT**

### **A. COVERAGE**

Subject to all terms, conditions, limitations, exclusions and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover direct physical loss or damage by a peril insured against to ELECTRONIC DATA PROCESSING SYSTEMS and MEDIA including:

1. Direct physical loss or damage to covered equipment and media caused by mechanical breakdown or malfunction of DATA PROCESSING EQUIPMENT.
2. Direct physical loss or damage to covered DATA PROCESSING EQUIPMENT (including wiring) and DATA PROCESSING MEDIA caused by short circuit, blowout, electrical or magnetic injury or disturbance, or other electrical damage.
3. Direct physical loss or damage to covered DATA PROCESSING EQUIPMENT or DATA PROCESSING MEDIA from corrosion, rust or changes in humidity or temperature as a result of an insured peril loss to dedicated environmental control equipment.

### **B. ADDITIONAL COVERAGE:**

This POLICY is extended to cover the cost to refill a:

1. Clean Agent Fire Extinguishing System, other than halon;
2. Carbon Dioxide (CO<sub>2</sub>) Fire Extinguishing System

which protects data processing operations when they discharge as intended to control a loss covered by this Endorsement. The Insured agrees to keep the Clean Agent Fire Extinguishing System and/or Carbon Dioxide (CO<sub>2</sub>) Fire Extinguishing System, in good working order while this Endorsement is in effect. This extension does not cover any loss that happens at the time of installation, repair or recharging of the special agent extinguishing system.

### **C. LIMIT OF LIABILITY**

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed **\$The Sublimit specified in the Declarations.**

### **D. VALUATION:**

In the event of loss or damage, the basis of adjustment of the property insured herein shall be as follows:

1. DATA PROCESSING SYSTEMS - the actual retail replacement cost of the property at the time any loss or damage occurs. Loss or damage shall be ascertained or estimated on the basis of the actual cash retail REPLACEMENT COST of property similar in kind to that insured at the place of and immediately preceding the time of such loss or damage.

2. DATA PROCESSING MEDIA - the actual reproduction cost of the property; if not replaced or reproduced, blank value of such property. Actual reproduction cost shall mean the cost of reproducing the data thereon from duplicates or from originals of the previous generation, but no liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 9 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **ELECTRONIC DATE RECOGNITION CLAUSE ENDORSEMENT (COMBINED)**

It is hereby understood and agreed that this POLICY is amended as follows:

- A. This COMPANY will not pay for damage or consequential loss directly or indirectly caused by, consisting of, or arising from, the failure of any COMPUTER, DATA PROCESSING EQUIPMENT or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not, that results from the inability to:
  - 1. Correctly recognize any date as its true calendar date;
  - 2. Capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/or
  - 3. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of date or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that this COMPANY will not pay for the repair or modification of any part of an ELECTRONIC DATA PROCESSING SYSTEM or its related equipment, to correct deficiencies or features of logic or operation.
- C. It is further understood that this COMPANY will not pay for damage or consequential loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by you or for you or by or for others to determine, rectify or rest, any potential or actual failure, malfunction or inadequacy described in A. above.

Such damage or consequential loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This Endorsement shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from fire, lightning, explosion, falling aircraft, smoke, vehicle impact, WIND, ACCIDENT.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 10 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## EXTRA EXPENSE ENDORSEMENT

### A. COVERAGE:

Subject to all terms, conditions, exclusions, limitations, and stipulations of the POLICY to which this endorsement is attached, not in conflict herewith, this POLICY is extended to cover the reasonable and necessary EXTRA EXPENSE, incurred by the Insured in order to continue as nearly as practicable the NORMAL operation of the Insured's business following direct physical loss or damage of real or personal property at an INSURED LOCATION(S), by the peril(s) insured against during the Term of this POLICY.

### B. LIMIT OF LIABILITY:

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed **\$The Sublimit specified in the Declarations.**

### C. MEASURE OF RECOVERY:

In the event of direct physical loss or damage to covered property by a peril insured against, this COMPANY shall be liable for such reasonable and necessary EXTRA EXPENSE incurred only during the "PERIOD OF INDEMNITY."

No claim shall be payable with respect to EXTRA EXPENSE unless and until a loss has been paid or liability admitted, in respect of direct physical damage to property insured under this POLICY giving rise to such EXTRA EXPENSE loss. This Condition shall not apply if no such payment shall have been made nor liability admitted solely owing to the operation of a "Deductible" in this POLICY excluding liability for losses below a specified amount.

### D. RESUMPTION OF OPERATIONS:

It is a condition of this POLICY that as soon as practicable the Insured shall resume NORMAL operation of the business and shall discontinue incurring such EXTRA EXPENSE.

### E. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY:

This POLICY is extended to include necessary EXTRA EXPENSE incurred by the Insured as covered hereunder, during the length of time, not exceeding **the number of days shown under TIME LIMITS specified in the Declarations** when, as a direct result of damage to or destruction of property within one (1) statute mile of the premises described under the property section by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil or military authority.

### F. ADDITIONAL EXCLUSIONS AND LIMITATIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

This COMPANY shall not be liable for any EXTRA EXPENSE resulting from:

- 1) Enforcement of any ordinance or law regulating the use, construction, repair or demolition of property; or
- 2) Interference at the described premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of business; or
- 3) The suspension, lapse or cancellation or any lease or license, contract or order beyond the PERIOD OF INDEMNITY.
- 4) Loss of income;
- 5) The cost of repairing or replacing any of the real or personal property herein described, or the cost of research or other expense necessary to replace or restore damaged or destroyed books of account, abstracts, drawings, card index systems or other records (including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing), that have been damaged or destroyed by the perils(s) insured against, except cost in excess of the NORMAL cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing loss under this Policy. In no event shall such excess cost exceed the amount by which the total EXTRA EXPENSE loss otherwise payable under this Policy is thereby reduced; or
- 6) Any other consequential or remote loss.

**G. DEFINITIONS:**

The term "EXTRA EXPENSE", wherever used in this POLICY, is defined as the excess, if any, of the total cost incurred during the PERIOD OF INDEMNITY chargeable to the operation of the Insured's business, over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the PERIOD OF INDEMNITY, which remains after the resumption of NORMAL operations, shall be taken into consideration in the adjustment of any loss hereunder.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 11 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **FIRE AND POLICE DEPARTMENT SERVICE CHARGES ENDORSEMENT**

Subject to all terms, conditions, exclusions, limitations and stipulations of this POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover the reasonable and necessary:

1. fire department firefighting charges imposed as a result of responding to a fire in, on or exposing the insured property at an INSURED LOCATION.
2. costs incurred of restoring and recharging fire protection systems following an insured loss at an INSURED LOCATION.
3. cost incurred for the WATER used for fighting a fire in, on or exposing the insured property at an INSURED LOCATION.
4. police department service charges imposed as a result of responding to an insured loss at an INSURED LOCATION.

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed **\$The Sublimit specified in the Declarations.**

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.



Endorsement No. 12 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## FINE ARTS ENDORSEMENT

### A. INTEREST AND PROPERTY INSURED:

Subject to all terms, conditions and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover direct physical loss or damage by a peril insured against to FINE ARTS as defined herein; all while at an INSURED LOCATION.

### B. LIMIT OF LIABILITY:

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed **\$The Sublimit specified in the Declarations.**

### C. NEWLY ACQUIRED PROPERTY:

This POLICY is extended to cover FINE ARTS newly acquired by the Insured during the term of this POLICY while such property is in the actual possession of the Insured and only while located within the territorial limits of this POLICY.

Coverage under this newly acquired property provision shall commence when the Insured first acquires actual possession of such FINE ARTS and shall cease Sixty (60) days from the date of such acquisition, or when reported to and accepted by the COMPANY, or on the expiration date of this POLICY, whichever shall occur first.

Liability for loss under this newly acquired property provision for any one FINE ARTS property shall not exceed **\$5,000** per each FINE ARTS property.

This newly acquired property provision shall not increase any amounts or limits of liability provided by this POLICY.

### D. ADDITIONAL EXCLUSIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

THIS ENDORSEMENT DOES NOT INSURE:

1. FINE ARTS property while in transit or while on the premises of any exhibition, exposition, fair or trade show;
2. Against loss or damage caused by any repairing, restoration, or retouching process performed on any FINE ARTS;
3. Against loss or damage caused by breakage of statuary, art glass windows, glassware, bric-a-brac, marble, porcelain and similar fragile property unless such breakage is caused by fire, lightning, WIND, removal, leakage from fire protective equipment, explosion, aircraft, vehicles, smoke, riot, civil commotion or vandalism.

**E. PACKING AND UNPACKING:**

The Insured agrees that when packing or unpacking of FINE ARTS is undertaken, such packing and unpacking will be performed by competent packers.

**F. VALUATION:**

The value of all FINE ARTS, including newly acquired property, will be the least of the following at the time of loss:

1. The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of the loss,
2. The cost to replace the article,
3. The value, if any, stated on a schedule on file with the COMPANY,
4. The applicable limit stated in this endorsement.

In the event that a FINE ARTS article is part of a pair or set, and the physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the COMPANY will be liable for the lesser of the full value of such pair or set or the amount designated on the schedule. The Insured agrees to surrender the pair or set to the COMPANY.

**G. FINE ARTS**

The term "FINE ARTS" wherever used in this POLICY is defined as paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, but excluding automobiles, coins, stamps, furs, jewelry other than antique, precious stones, precious metals, watercraft, aircraft, money or securities.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 13 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## INCREASED COST OF CONSTRUCTION & DEMOLITION ENDORSEMENT

**A. COVERAGE:**

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, it is hereby understood and agreed that with respect to the Property Section of this POLICY only, this POLICY is extended to cover:

1. The increased cost of repair, rebuilding or construction of the building(s) or structure(s) covered under this POLICY, on the same premises, of like size and occupancy, caused by loss from any peril insured against under this POLICY and resulting from the enforcement of, and limited to the minimum requirements of, any law or ordinance regulating the construction or repair of damaged building(s) or structure(s); and
2. The insured value of the undamaged portion, and the cost of demolishing any such undamaged portion of the building(s) or structure(s) covered under this POLICY, including the cost of clearing the site thereof, caused by loss from any peril insured against under this POLICY and resulting from enforcement of any law or ordinance regulating the construction or repair of building(s) or structure(s) and in force at the time of loss which necessitate such demolition;

**B. LIMIT OF LIABILITY:**

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed **\$The Sublimit specified in the Declarations.**

**C. ADDITIONAL EXCLUSIONS:**

In addition to the exclusions elsewhere in the POLICY, the following exclusions apply to this Endorsement:

This COMPANY shall not be liable under this Endorsement for:

1. Any additional costs, resulting from the insured's obligation to comply with regulations mandated by any federal, state, municipal, or other authority, that existed prior to the loss from peril(s) insured hereunder.
2. Any loss unless and until the damaged or destroyed building(s) or structure(s) is actually rebuilt or replaced on the same premises with due diligence and dispatch, and, in no event, unless repair or replacement is completed within Two (2) years after the destruction or damage, or within such further time as the COMPANY may allow, in writing, during the Two (2) years.
3. More than the amount actually and necessarily expended to repair or replace as above provided, in excess of the amount recoverable under this POLICY had this endorsement not been attached thereto.
4. More than the amount insured under this endorsement in excess of the REPLACEMENT COST of the building(s) or structure(s) without deduction for depreciation however caused.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 14 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## INGRESS/EGRESS ENDORSEMENT

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover the ACTUAL LOSS SUSTAINED during the period of time, starting at the time of physical damage, **not exceeding the number of days shown under TIME LIMITS specified in the Declarations**, when as a direct result of loss or damage by a peril insured against to property of a type insured against within one (1) mile of an INSURED LOCATION, ingress to or egress from the premises insured is impaired irrespective of whether the premises or property insured shall have been damaged.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 15 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_  
Name of Insured JGB Vegas Retail Lessee, LLC

## LEASEHOLD INTEREST ENDORSEMENT

### A. COVERAGE

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover the following, if caused by direct physical loss or damage by a peril insured against to real property of the type covered by this POLICY, located at LOCATIONS listed in Part B below:

1. the actual rent which remains payable for the unexpired term of the lease if such property becomes wholly untenantable or unusable and the lease agreement requires continuation of the rent payment; or
2. the proportion of rent which remains payable for the unexpired term of the lease if such property becomes partially untenantable or unusable and the lease agreement requires continuation of the rent payment; or
3. the LEASEHOLD INTEREST for the first three (3) MONTHS following loss or damage and the Net LEASEHOLD INTEREST for the remaining unexpired term of the lease if the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law.

### B. COVERED LOCATIONS AND LIMIT OF LIABILITY

Coverage provided by this Endorsement only applies to the LOCATION(S) listed below, and the COMPANY's total liability for loss under this Endorsement arising out of any one OCCURRENCE shall in no event exceed the amount shown opposite each LOCATION.

<u>LOCATION NUMBER</u>	<u>LOCATION</u>	<u>LIMIT OF LIABILITY</u>
		<b>\$The Sublimit specified in the Declarations.</b>

### C. ADDITIONAL CONDITION

It is a condition of this Endorsement that the Insured shall use any suitable property or service owned or controlled by the Insured or obtainable from another source to reduce the amount of loss hereunder.

**D. ADDITIONAL EXCLUSIONS**

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

This Endorsement does not insure against any loss or expense resulting from:

1. the suspension, lapse or cancellation of any license; or
2. the Insured exercising an option to cancel the lease; or
3. any act or omission of or by the Insured which constitutes a default under the lease.

**E. DEFINITIONS**

The following terms wherever used in this Endorsement shall mean:

1. "LEASEHOLD INTEREST": The excess rent paid for either the same or similar replacement property over the amount of rent and other charges which would have been payable under the unexpired lease plus bonuses or advance rent paid, including any maintenance, operating charges or taxes, for each MONTH during the unexpired term of the Insured's lease.
2. "NET LEASEHOLD INTEREST": The present value of the amount which placed at eight percent (8%) annual interest would equal the LEASEHOLD INTEREST, less any amounts otherwise payable hereunder.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 16 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **MINIMUM EARNED PREMIUM ENDORSEMENT**

In the event of cancellation of this policy by the Insured, a minimum earned premium of 30% of the original policy premium shall become earned; subject to the cancellation provisions of the policy.

Failure of the Insured to make timely payment of premium shall be a request by the Insured for the Company to cancel. In the event of such cancellation by the Company for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the insured remits full premium due within 10 days of receiving it.

In the event of any other cancellation by the Company, the earned premium shall be computed pro rata, not subject to the minimum premium.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 17 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## MOBILE EQUIPMENT ENDORSEMENT

The coverage provided by this POLICY to which this Endorsement is attached is restricted as respects direct physical loss or damage to Mobile Equipment of the Insured, or Mobile Equipment of others in the care, custody and control of the Insured and for which the Insured is legally liable, all while situated at an INSURED LOCATION and described in the MOBILE EQUIPMENT SCHEDULE set forth herein.

Boom(s) in excess of Twenty-Five (25) feet in length are insured hereunder only against loss or damage directly caused by fire, lightning, WIND, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, landslide or overturning of the unit of which it is a part; collision, derailment or overturn of carrying conveyance on which the unit insured hereunder is being transported; collision with other Mobile Equipment, whether or not such other equipment is insured hereunder.

### A. LIMIT OF LIABILITY:

This COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed the Scheduled value of each item set forth below, subject to **\$The Sublimit specified in the Declarations** for all items combined, either in case of partial or total loss, or salvage charges, or expenses, or all combined. Any subsequent increase in the Schedule of Values and/or Mobile Equipment Schedule shall not be deemed to increase the liability limit stated in this clause unless amended specifically by Endorsement.

### B. MOBILE EQUIPMENT SCHEDULE

Location	Item #	Item Description	Limit of Liability	Loss Payee
As per Schedule submitted and accepted by the COMPANY as of the POLICY inception date specified in the Declarations.		As per Schedule submitted and accepted by the COMPANY as of the POLICY inception date set as specified in the Declarations.	\$The Sublimit specified in the Declarations	



**C. ADDITIONAL EXCLUSIONS:**

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

**THIS ENDORSEMENT DOES NOT INSURE:**

1. Property while loaned, leased or rented to others;
2. Plans, blueprints, designs, specifications or any similar property;
3. Automobiles, motor trucks, tractors, trailers, motorcycles, or similar conveyances licensed for use on public highways;
4. Aircraft or watercraft;
5. Property while underground, underwater, waterborne (except while being transported on a regular ferry line), or airborne;
6. Property which has become a part of any structure;
7. Against loss, damage or expense occasioned by the weight of a load exceeding the rated or registered lifting or supporting capacity of any machine;
8. Against loss, damage or expense to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by electrical injury or disturbance from artificial causes unless fire or explosion ensues and then only for the actual loss or damage directly caused by such ensuing fire or explosion;
9. Against loss, damage, or expense occasioned by any repairing, adjusting, servicing, remodeling or maintenance operation unless fire or explosion ensues and then only for the actual loss or damage directly caused by such ensuing fire or explosion;
10. Against loss, damage or expense to tires or tubes unless the loss or damage is caused by fire, windstorm or theft or is coincident with other loss or damage insured by this POLICY;
11. Against loss, damage or expense occasioned by breaking through ice, or subsidence of ice or sinking in muskeg;
12. Against loss, damage or expense occasioned by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or any other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted, other than carriers for hire;
13. Against unexplained loss, mysterious disappearance, nor loss or shortage disclosed upon taking inventory;
14. Against loss, damage or expense occasioned by obsolescence;
15. Against loss, damage or expense caused by or resulting from wear and tear, mechanical or electrical breakdown or failure, inherent vice, latent defect, gradual deterioration, corrosion, pitting, rust, dampness of atmosphere, freezing or extremes of temperature;

16. Against loss, damage or expense occasioned by overheating or explosion originating within steam boilers, steam piping, pressure vessels or internal combustion engines;
17. Against loss, damage or expense occasioned by rotating parts of machinery caused by centrifugal force;
18. Against loss, damage or expense occasioned by any loss which is unexplained;
19. Against loss resulting from interruption of business, delay, loss of market or use, or direct or consequential loss of any kind;
20. The cost and expense of repairing any defective part.
21. An OCCURRENCE on public roads or waterways

**D. VALUATION:**

This COMPANY shall not be liable beyond the ACTUAL CASH VALUE of the Mobile Equipment at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such ACTUAL CASH VALUE, however caused, subject to a maximum of the scheduled value of the item, as scheduled herein, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

**E. TERRITORY:**

This Endorsement insures only while the Mobile Equipment is at locations within the United States of America including the District of Columbia.

**F. NEW ACQUISITIONS:**

This Endorsement is extended to cover additional items of a nature similar to those scheduled herein and such items have been acquired subsequent to the attachment date and during the term of this POLICY provided the Insured reports such additions within Thirty (30) days from the date acquired and pays full premium thereon from the date acquired at pro rata of the POLICY rate. It is specifically understood and agreed, however, that this Endorsement shall cease to cover such additional items if they are not reported to the COMPANY within the said Thirty (30) day period and that in any event this COMPANY shall not be liable under the provisions of this clause for more than the ACTUAL CASH VALUE of such property.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 18 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **NAMED WINDSTORM DEFINITION**

“NAMED WINDSTORM” shall mean a storm or weather condition that:

has been declared by the National Oceanic and Atmospheric Administration (NOAA), or its global equivalent, or the World Meteorological Organization or Regional Specialized Meteorological Center (RSMC), or Tropical Cyclone Warning Center (TCWC), or any governmental agency or body having the authority to make such declarations, or any other recognized meteorological authority, to be a hurricane, typhoon, tropical storm or cyclone. NAMED WINDSTORM includes all WIND and rain that ensues from a NAMED WINDSTORM.

In respect of losses hereunder arising from NAMED WINDSTORM, the term OCCURRENCE shall mean the sum total of all the Insured's losses sustained during any one period of seventy-two (72) consecutive hours commencing within the Term of this POLICY under the foregoing perils arising out of or caused by the same atmospheric disturbance.

As respects the foregoing, the Insured may elect the moment from which any period of seventy-two (72) consecutive hours shall be deemed to have commenced, this COMPANY being responsible only for its proportion of the loss to the Insured in respect to the said elected period of seventy-two (72) hours. No single elected seventy-two (72) hour period shall overlap any other elected seventy-two (72) hour period.

This COMPANY shall not be liable for any loss occurring before the effective date and time of this POLICY, nor for any loss occurring after the expiration date and time of this POLICY. The expiration of the POLICY shall not reduce the seventy-two (72) hour period.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 19 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## NEWLY ACQUIRED LOCATIONS ENDORSEMENT

Subject to all terms, conditions, exclusions, limitations, and stipulations of this POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is automatically extended to cover any newly acquired property at LOCATIONS not already covered under this POLICY for a period of **the number of days shown under TIME LIMITS specified in the Declarations** from the date the property is acquired by the Insured subject to the following limit of liability:

The COMPANY's total liability under this Endorsement in any one OCCURRENCE shall in no event exceed **\$The Sublimit specified in the Declarations** at any one LOCATION.

At the termination of the period shown in the first paragraph above, permanent coverage may be provided subject to notification to and acceptance by the COMPANY at terms to be agreed upon at the time of acceptance.

This Endorsement shall not be construed as providing coverage at INSURED LOCATIONS or LOCATIONS otherwise insured herein.

### ADDITIONAL EXCLUSIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

THIS ENDORSEMENT DOES NOT INSURE AGAINST:

1. loss or damage caused by or resulting from FLOOD and/or EARTH MOVEMENT;
2. property while in transit or waterborne;
3. property while on the premises of any exhibition, exposition, fair or trade show;

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 20 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

A. It is agreed that the following special terms and conditions apply to, and are made a part of, the POLICY to which this Endorsement is attached:

1. The Limit of Liability or Amount of Insurance shown in the Declarations of this POLICY, or endorsed onto this POLICY, is the total limit of the COMPANY'S liability applicable to each OCCURRENCE as hereafter defined. Notwithstanding any other terms and conditions of this POLICY to the contrary, in no event shall the liability of the COMPANY exceed this limit or amount irrespective of the number of LOCATIONS involved.
2. The premium for this POLICY is based upon the Schedule of Values on file with the COMPANY, or attached to this POLICY. In the event of loss hereunder, liability of the COMPANY shall be limited to the least of the following:
  - a. The actual amount of loss, less applicable deductible (s);
  - b. The total stated value for the property involved, for Property Damage and TIME ELEMENT separately, as specified in the latest Statement of Values on file with the COMPANY, or attached to this POLICY, less applicable deductible(s);
  - c. The limit of liability or Amount of Insurance specified in the Declarations of this POLICY, or endorsed onto this POLICY.

### B. DEFINITIONS

The following definition supersedes the definition of OCCURRENCE contained in the Policy:

1. "OCCURRENCE"

The term "OCCURRENCE" shall mean any one loss, or series of losses arising out of one event. When loss or losses result from the perils of WIND, FLOOD, EARTH MOVEMENT, riot, riot attending a strike, civil commotion and vandalism and malicious mischief, if such perils are covered by this Policy, one event shall be construed to be all losses arising during a continuous period of seventy-two (72) hours. When filing proof of loss, the Insured may elect the moment at which seventy-two (72) hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to the covered property of interests occurs.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the Policy, except as herein above set forth.

Endorsement No. 21 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **POLLUTION AND CONTAMINATION CLEAN-UP ENDORSEMENT**

Subject to all terms, conditions, limitations, exclusions and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, it is hereby understood and agreed that this POLICY is extended to cover the reasonable and necessary expenses actually incurred by the Insured to cleanup and remove debris defined as a POLLUTANT or CONTAMINANT and other POLLUTANTS or CONTAMINANTS from LAND or WATER at an INSURED LOCATION if the release, discharge, dispersal, migration, or seepage of these substances results from direct physical loss or damage occurring during the term of this POLICY caused by any of the perils specified in the "Pollution and Contamination Exclusion Clause"

No liability shall exist for pollution cleanup and removal at any LOCATION insured for personal property only, at any property covered under the Newly Acquired Locations, Unnamed Locations or Errors and Omissions coverage and unless such expenses are reported to the COMPANY within one hundred eighty (180) days of the date of direct physical loss or damage or the expiration of this policy, whichever is earlier.

The COMPANY's total liability in any one OCCURRENCE and in the annual aggregate shall in no event exceed **\$The Sublimit specified in the Declarations.**

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this Policy.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the Policy, except as herein above set forth.

Endorsement No. 222 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - PHYSICAL DAMAGE – DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused **NEVERTHELESS** if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered **EXCLUDING** however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\*Note - If Fire is not an insured peril under this policy the words from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

NMA 1191

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 23 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## RENTAL VALUE INSURANCE ENDORSEMENT

### A. COVERAGE:

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover against loss resulting directly from necessary untenability, caused by direct physical loss or damage to the building(s) or structure(s) as furnished and equipped by the Insured, by the peril(s) insured against during the term of this POLICY, on the premises situated as herein described.

### B. LIMIT OF LIABILITY:

This COMPANY shall not be liable hereunder for an amount to exceed **\$The Sublimit specified in the Declarations** per OCCURRENCE.

### C. MEASURE OF RECOVERY:

In the event of direct physical loss or damage this COMPANY shall be liable for the ACTUAL LOSS SUSTAINED by the Insured resulting directly from necessary untenability, caused by damage to or destruction of the building(s) or structure(s) as furnished and equipped by the Insured, on the described premises by the peril(s) insured against during the Term of Insurance, but not exceeding the reduction in RENTAL VALUE less charges and expenses which do not necessarily continue during the period of untenability, for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of expiration of this Policy.

No claim shall be payable with respect to RENTAL VALUE unless and until a loss has been paid or liability admitted, in respect of direct physical damage to property insured under this POLICY giving rise to such RENTAL VALUE loss. This condition shall not apply if no such payment shall have been made nor liability admitted solely owing to the operation of a "Deductible" in this POLICY excluding liability for losses below a specified amount.

### D. COINSURANCE:

This COMPANY shall be liable, in the event of loss, for no greater proportion thereof than the amount hereby covered bears to **the percentage specified in the Declarations** of the RENTAL VALUE that would have been earned (had no loss occurred) during the Twelve (12) MONTHS immediately following the date of damage to or destruction of the described property.

### E. EXPENSES RELATED TO REDUCING LOSS:

This POLICY also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Endorsement (except expenses incurred to extinguish a fire), but in no event shall the amount payable under this coverage exceed the amount by which the loss otherwise payable under this POLICY is thereby reduced. Such expenses shall not be subject to the application of the Coinsurance Clause.



**F. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY:**

This POLICY is extended to include the ACTUAL LOSS SUSTAINED by the Insured, resulting directly from untenability as covered hereunder, during the length of time, not exceeding the number of days shown under TIME LIMITS specified in the Declarations when, as a direct result of damage to or destruction of property within one (1) statute mile of an INSURED LOCATION by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil or military authority.

**G. ADDITIONAL EXCLUSIONS:**

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

**THIS COMPANY SHALL NOT BE LIABLE FOR ANY INCREASE OF LOSS RESULTING FROM:**

1. Enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures; or
2. Interference at the described premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the reoccupancy of the premises; or
3. The suspension, lapse or cancellation of any lease, license, contract or order unless such suspension, lapse or cancellation results directly from the untenability of the premises, and then this COMPANY shall be liable for only such loss as affects the RENTAL VALUE of the premises during, and limited to, the PERIOD OF INDEMNITY covered under this Policy;

nor shall this COMPANY be liable for any other consequential or remote loss.

**H. RENTAL VALUE:**

**FOR THE PURPOSES OF THIS ENDORSEMENT "RENTAL VALUE" IS DEFINED AS THE SUM OF:**

1. The total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured, and;
2. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured, and;
3. The fair RENTAL VALUE of any portion of said property which is occupied by the Insured.

In determining RENTAL VALUE due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 24 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

**REPLACEMENT COST ENDORSEMENT**  
**(Applicable To Real and Personal Property Except Stock**  
**and Vacant Buildings)**

1. The following Coinsurance Clause is made a part of this POLICY to apply only to the item(s) to which this Endorsement applies, which Coinsurance Clause supersedes and replaces the Coinsurance Clause, if any, otherwise applicable to such item(s), the provisions of this POLICY applicable only to such item(s) are amended to substitute the term "REPLACEMENT COST" (without deduction for depreciation, deterioration or obsolescence) for the term "ACTUAL CASH VALUE" wherever it appears in this POLICY, subject, however, in all other respects to the provisions of this endorsement and of the POLICY to which this Endorsement is attached.
2. This Endorsement shall not apply to stock and vacant buildings (RAW, IN PROCESS or FINISHED) or MERCHANDISE, including materials and supplies in connection therewith, property of others, household furniture or residential contents, or to manuscripts; or to paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity; or to any refractory lining or catalyst.
3. The COMPANY shall not be liable under this Endorsement for any loss:
  - a. occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair or demolition of any structure(s) unless such liability has been specifically assumed under this POLICY;
  - b. unless and until the damaged or destroyed property is actually repaired or replaced by the Insured with due diligence and dispatch, and in no event, unless repair or replacement is completed within two (2) years after the destruction or damage, or within such further time as the Company may during the two (2) years, in writing, allow.
4. COINSURANCE CLAUSE: It is expressly stipulated and made a condition of this POLICY that the Insured shall at all times maintain contributing insurance on each item of property, the REPLACEMENT COST of which is covered by this POLICY, to the extent of at least the Coinsurance percentage specified on the Declarations of the REPLACEMENT COST (without deduction for depreciation, deterioration or obsolescence) of such property at the time of the loss, and that failing to do so, the Insured shall to the extent of such deficit bear his, her or their proportion of any loss.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 2% of the total amount of insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, providing, that nothing herein shall be construed to waive application of the first paragraph of this clause.
5. The Insured may elect to make claim under this POLICY in accordance with its provisions, disregarding this Endorsement, except that the foregoing Coinsurance Clause applicable to the REPLACEMENT COST of said property shall apply; and the Insured may make further claim for any additional liability brought about by this Endorsement in accordance with its provisions, provided this COMPANY is notified in writing within one hundred and eighty (180) days after loss of the Insured's intent to make such further claim.

6. The COMPANY's liability for loss on a REPLACEMENT COST basis shall not exceed the lesser of the following amounts:
  - a. the amount of the POLICY applicable to the damaged or destroyed property;
  - b. the REPLACEMENT COST of the property or any part thereof with identical property or with like, kind and quality of such property on the same premises and intended for the same occupancy and use; or
  - c. the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
7. APPORTIONMENT CLAUSE: The COMPANY shall not be liable under this POLICY including this Endorsement for a greater proportion of any loss than the amount of this POLICY applying to the property to which this Endorsement applies bears to the total amount of insurance on such property against the peril involved, whether or not such other insurance includes the extension of coverage provided under this endorsement, and whether such other insurance is collectible or not.
8. If the coverage on property under this POLICY be divided into two or more items, all of the foregoing shall apply separately to each item to which this Endorsement applies.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 25 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## ROOF LIMITATION ENDORSEMENT

The coverage provided by this POLICY to which this Endorsement is attached is limited as respects direct physical loss or damage to ROOF SURFACING caused by WIND or NAMED WINDSTORM as defined in the POLICY.

- A. In case of loss, the basis of adjustment for damage to ROOF SURFACING that has been in place on an insured building or structure for fifteen (15) years or more will be ACTUAL CASH VALUE, at time and place of loss.
- B. The term "ROOF SURFACING" means: 1. the roofing material exposed to the weather; 2. the underlayment applied for moisture protection; 3. all materials used in securing the roof surfacing all flashings required in the replacement of the roof surfacing.
- C. This COMPANY shall not pay for COSMETIC DAMAGE to ROOF SURFACING caused by WIND or NAMED WINDSTORM regardless of age. For the purpose of this endorsement, the term "COSMETIC DAMAGE" means marring, pitting or other superficial damage that altered the appearance of the ROOF SURFACING, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the COSMETIC DAMAGE occurred.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 26 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_  
Name of Insured JGB Vegas Retail Lessee, LLC

## **SCHEDULE OF LOCATIONS ENDORSEMENT**

It is hereby understood and agreed that the following LOCATION(S) is (are) insured under this POLICY, subject to all terms, conditions, exclusions, limitations and stipulations of this POLICY.

<u>Location No.</u>	<u>Location</u>	<u>Values</u>
---------------------	-----------------	---------------

**As per Schedule of Locations on file with the Company as of policy inception.**

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 27 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **SERVICE OF PROCESS CLAUSE ENDORSEMENT**

In the event of failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Insurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel at:

**Legal Department  
Starr Surplus Lines Insurance Company  
399 Park Avenue  
New York, NY 10022**

or his or her representative, and that in any suit instituted against the Insurer upon this policy, the Insurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 28 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **SPOILAGE ENDORSEMENT**

Subject to the all terms, conditions, limitations, exclusions and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover direct physical loss or damage to property insured when such loss is due to spoilage from lack of power, light, heat, steam, or refrigeration as a result of a peril insured against.

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed **\$The Sublimit specified in the Declarations.**

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 29 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## TEMPORARY REMOVAL OF PROPERTY ENDORSEMENT

### A. COVERAGE:

Subject to all terms, conditions, exclusions, limitations and stipulations of the Policy to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover personal property of the Insured while removed from an INSURED LOCATION for repairs, for servicing, or to avoid threatened physical loss or damage by a peril insured against. This POLICY covers such property while at the premises to which such property has been moved; and for direct physical loss or damage as provided at the INSURED LOCATION from which such property was removed.

### B. LIMIT OF LIABILITY:

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed \$The Sublimit specified in the Declarations.

### C. ADDITIONAL EXCLUSIONS:

In addition to the exclusions elsewhere in the POLICY, the following exclusions apply to this Endorsement:

This Endorsement shall not apply to personal property:

1. removed from an INSURED LOCATION for normal storage, or for processing or preparation for sale or delivery;
2. covered elsewhere in this POLICY;
3. covered by other insurance.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this Policy.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the Policy, except as herein above set forth.



Endorsement No. 30 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

**TERRORISM EXCLUSION  
(FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM  
RISK INSURANCE ACT, AS AMENDED)**

This Policy excludes loss, damage, cost or expense, arising directly or indirectly as a result of a "certified act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), and any revisions or amendments thereto, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For purposes of this endorsement and in compliance with the Act, "certified act of terrorism" shall mean an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more acts of terrorism, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

**THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.**

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 31 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_  
Name of Insured JGB Vegas Retail Lessee, LLC

## TOTAL TERRORISM EXCLUSION

This Endorsement only applies in the United States of America and its Territories and Possessions. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more "certified acts of terrorism" as defined under the Federal Terrorism Risk Insurance Act of 2002, as amended ("the Act"), this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

**THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.**

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 32 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

This POLICY does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 33 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_  
Name of Insured JGB Vegas Retail Lessee, LLC

## TRANSIT ENDORSEMENT

### A. COVERAGE:

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover direct physical loss or damage by a peril insured against to personal property of the Insured or their interest therein while such property is in due course of transit within and between the forty eight (48) contiguous states of the United States of America, the District of Columbia and Alaska.

### B. LIMIT OF LIABILITY AND DEDUCTIBLE AMOUNTS:

The COMPANY's total liability in any one OCCURRENCE under this Endorsement shall in no event exceed the amount shown below and is subject to the following Deductible:

Limit of Liability any one OCCURRENCE	<u><b>\$The Sublimit specified in the Declarations.</b></u>	Deductible Amount any one OCCURRENCE	<u><b>\$The Deductible specified in the Declarations.</b></u>
--	---	---	---

### C. ADDITIONAL PROPERTY EXCLUSIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

This endorsement does not insure against loss or damage to:

1. The conveyance used as the mode of transportation including any part or equipment thereof or containers;
2. Property in export or import shipments;
3. Property shipped by mail or parcel post from the time it passes into the custody of the United States Postal Service;
4. Property while waterborne except while on ferries operated on the navigable waters of the Continental United States other than to and from Alaska; or,
5. Samples or merchandise while in the care, custody, or control of the Named Insured's salesmen or sales representatives.

### D. ADDITIONAL PERIL EXCLUSIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

This Endorsement does not insure against loss or damage

1. with respect to vehicles operated by the Insured, by theft from a vehicle while unattended unless the portion of the vehicle containing the insured property is of entirely closed construction and, at the time of loss, the doors of which shall have been securely locked and the windows of which shall have been firmly closed, and the loss is a direct result of forcible entry of which there shall be visible evidence;
2. due to any fraudulent, dishonest or criminal act or omission by the Insured or a partner of the Insured; or by theft by any employee of the Insured, while working or otherwise, or by any person to whom the property is entrusted, but this exclusion does not apply to property in the custody of a carrier for hire;
3. by interruption of business, delay, loss of market or use, or indirect or consequential loss of any kind;
4. caused directly or indirectly by seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

**E. BASIS OF LOSS PAYMENT:**

1. Valuation of Property:

The property shall be valued at the amount of invoice, including prepaid or advanced freight, if any, the profit or commission of the Insured as selling agent, and such other costs and charges as may have accrued and become legally due thereon since shipment. In the absence of an invoice, the property shall be valued at its ACTUAL CASH VALUE at point of shipment.

**F. ADDITIONAL CONDITIONS:**

1. Benefit to Bailee:

This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

2. All Subrogation provisions of this POLICY are superseded by the following:
  - a. Impairment of Recovery Rights - Any act or agreement by the Insured before or after loss whereby any right of the Named Insured to recover in whole or in part for loss to property against any carrier for hire, bailee, or other party liable therefore, is released, impaired or lost, shall render the insurance null, but the COMPANY'S right to retain or recover the premium shall not be affected. The Insured, however, may, without prejudice to this insurance, accept the ordinary bills of lading by carriers for hire. The COMPANY is not liable for any loss which, without the written consent of the COMPANY, has been settled or compromised by the Insured.

- b. Right to Institute Legal Proceedings in Name of Insured -Upon payment of any loss or advancement or loan of money concerning the same, the Insured will at the request and expense of the COMPANY and through such counsel as the COMPANY may designate, make claim upon and institute legal proceedings against any carrier, bailee, or other parties believed to be liable for such loss, and will use all proper and reasonable means to recover the same.

**G. DEBRIS REMOVAL EXCLUSION CLAUSE:**

Neither the Debris Removal Clause nor Pollution and Contamination Clean-up Endorsement of this POLICY shall extend to cover expense of removal of debris or POLLUTANTS resulting from loss or damage to property in transit.

This Endorsement does not increase any amounts or limits of insurance provided by this Policy.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 34 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## UNNAMED LOCATION COVERAGE ENDORSEMENT (Real and Personal Property)

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover Real and Personal Property at Unnamed Locations owned, leased or rented by the Insured but not specified in the Schedule of Locations.

The COMPANY's total liability under this Endorsement in any one OCCURRENCE shall in no event exceed **\$The Sublimit specified in the Declarations** at any one LOCATION.

This Endorsement shall not be construed as providing coverage at INSURED LOCATION(S) or LOCATIONS otherwise insured herein.

### ADDITIONAL EXCLUSIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

THIS ENDORSEMENT DOES NOT INSURE AGAINST:

1. loss or damage caused by or resulting from FLOOD and/or EARTH MOVEMENT;
2. property while in transit or waterborne;
3. property while on the premises of any exhibition, exposition, fair or trade show;
4. TIME ELEMENT coverage for any unnamed location.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 35 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## VALUABLE PAPERS AND RECORDS ENDORSEMENT

### A. COVERAGE:

Subject to the all terms, conditions, limitations, exclusions and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover direct physical loss or damage, by a peril insured against, to VALUABLE PAPERS AND RECORDS while located at the PREMISES, it being a condition to any right of recovery hereunder that such VALUABLE PAPERS AND RECORDS shall be kept in appropriately protected receptacles at all times when the PREMISES are not open for business, except while such VALUABLE PAPERS AND RECORDS are in actual use.

This Endorsement applies while the VALUABLE PAPERS AND RECORDS are being conveyed outside the PREMISES and while temporarily within other PREMISES, except for storage.

This Endorsement applies while the VALUABLE PAPERS AND RECORDS are being removed to and while at a place of safety because of imminent danger of LOSS and while being returned from such place, provided the Insured gives written notice to the COMPANY of such removal within ten (10) days thereafter.

### B. LIMIT OF LIABILITY:

The COMPANY'S total liability in any one OCCURRENCE for LOSS under this Endorsement shall in no event exceed **\$The Sublimit specified in the Declarations.**

### C. ADDITIONAL EXCLUSIONS:

In addition to the exclusions elsewhere in this POLICY, the following exclusions apply to this Endorsement:

This Endorsement does not apply:

- a. to LOSS directly resulting from errors or omissions in processing or copying unless a covered peril ensues and then only for direct loss caused by such covered peril.
- b. to LOSS of property held as samples or for sale or for delivery after sale.
- c. to LOSS of property not specifically declared and described, if such property cannot be replaced with other of like kind and quality;

### D. CONDITIONS:

The insured property may be owned by the Insured or held by the Insured in any capacity; provided the insurance applies only to the interest of the Insured in such property, including the Insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the Insured's Proof of Loss.



**E. VALUATION:**

The limit of the COMPANY'S liability for LOSS shall not exceed the ACTUAL CASH VALUE of the property at time of LOSS nor what it would then cost to repair or replace the property with other of like kind and quality, nor the applicable limit of insurance stated in this Endorsement; provided, as respects property specifically described herein, the amount per article specified herein is the agreed value thereof for the purpose of this insurance.

The COMPANY may pay for the LOSS in MONEY or may repair or replace the property and may settle any claim for LOSS of the property either with the Insured or the owner thereof. Any property so paid for or replaced shall become the property of the COMPANY. The Insured or the COMPANY, upon recovery of any such property, shall give notice thereof as soon as practicable to the other and the Insured shall be entitled to the property upon reimbursing the COMPANY for the amount so paid or the cost of replacement.

Application of the insurance to property of more than one person shall not operate to increase the applicable limit of liability.

**F. DEFINITIONS:**

The following terms whenever used in this Endorsement shall mean:

- a. VALUABLE PAPERS AND RECORDS: Written, printed or otherwise inscribed document and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, but does not mean MONEY or SECURITIES;
- b. PREMISES: The interior of that portion of the building at the LOCATION which is occupied by the Insured for the Business purposes stated herein;
- c. MONEY: Currency, coins, bank notes and bullion; and travelers checks, register checks and money orders held for sale to the public;
- d. SECURITIES: All negotiable and non-negotiable instruments or contracts representing either MONEY or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include MONEY.
- e. LOSS: Includes damage.

This Endorsement is subject to the Deductibles specified in the Declarations does not increase any amounts or limits of insurance provided by this POLICY.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 36 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

It is hereby understood and agreed that as respects coverage provided by the Transit Endorsement, the following applies:

## **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

This endorsement applies outside the United States and its Territories and Possessions.

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 37 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## POLICY AMENDMENT ENDORSEMENT

It is hereby understood and agreed that this POLICY is amended as follows:

1. **COMMERCIAL PROPERTY CONDITIONS (CP00900788):** Part **H, POLICY PERIOD, COVERAGE TERRITORY**, Items 2. b. and c. are deleted.
2. **REPLACEMENT COST ENDORSEMENT (PR054 09/14)**, Item 6 is amended to read as follows:
  6. The COMPANY's liability for loss on a REPLACEMENT COST basis shall not exceed the lesser of the following amounts:
    - a. the amount of the POLICY applicable to the damaged or destroyed property;
    - b. the REPLACEMENT COST of the property or any part thereof with identical property or with like, kind and quality of such property on the same premises and intended for the same occupancy and use; or
    - c. the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
    - d. **Items a. through c. above are subject to the OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT (PR044 02/12) provided herein.**
3. **PROPERTY COVERAGE FORM GENERAL CONDITIONS PR 002 (11/16), PROPERTY EXCLUDED, ITEMS D** is amended to read as follows:
  - d. Land, including excavations, grading, or filling, land values, landscaping, roads, lawns plants, standing timber, crops, atmosphere, any water course or body of WATER whether above or below ground including sediments and/or beds of any body of WATER, or the restoration or replacement of any of the above;

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 38 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## APPLICATION OF SUBLIMITS ENDORSEMENT

1. **Application To Insured Interests.** Each sublimit stated in this POLICY applies as part of, and not in addition to, the overall POLICY Limit of Liability for an OCCURRENCE insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, TIME ELEMENT or other insured interest arising from or relating to that aspect of the OCCURRENCE, including but not limited to type of property, construction, geographic area, zone, location, or peril.
2. **Application Within Perils.** If insured under this POLICY, any sublimit for EARTH MOVEMENT, FLOOD, WIND, or NAMED WINDSTORM is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, TIME ELEMENT or other insured interest arising from or relating to such an OCCURRENCE. If FLOOD occurs in conjunction with WIND, NAMED WINDSTORM, or EARTH MOVEMENT, the FLOOD sublimit applies within and erodes the sublimit for WIND, NAMED WINDSTORM, or EARTH MOVEMENT.

This endorsement takes precedence over and, if in conflict with any other wording in the POLICY bearing on the application of sublimits, replaces that wording.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 39 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

## **ADDITIONAL INSUREDS AND LOSS PAYEES ENDORSEMENT**

ADDITIONAL INSUREDS and LOSS PAYEES do not have the same rights and obligations under this POLICY as a Named Insured, or FIRST NAMED INSURED, and this provision does not confer any such rights or obligations on ADDITIONAL INSUREDS or LOSS PAYEES. The term "ADDITIONAL INSUREDS" and "LOSS PAYEES" means persons or entities, other than the FIRST NAMED INSURED or any other Named Insured, to whom money or insurance proceeds is to be paid for a covered loss under this POLICY. An ADDITIONAL INSURED and LOSS PAYEE is not a FIRST NAMED INSURED or a Named Insured.

This provision does not apply to contractual requirements to add persons or entities as Named Insureds or additional Named Insureds. Such Named Insureds or additional Named Insureds can only be added to this POLICY by separate written endorsement.

1. If, pursuant to a written contract effective prior to the date of the loss in question, the Named Insured shown in the Declarations ("FIRST NAMED INSURED") is required to add a person or entity to this POLICY that was not already added:

- a. as an ADDITIONAL INSURED, then this POLICY shall be deemed to have been endorsed accordingly, subject to all other terms, conditions, limits of liability and exclusions of this POLICY, as such person or entity's interest may appear;
- b. as a LOSS PAYEE, then this POLICY shall be deemed to have been endorsed accordingly, subject to all other terms, conditions, limits of liability and exclusions of this POLICY and loss to covered property in which such LOSS PAYEE has an interest shall be adjusted with the Insured and payable jointly to the FIRST NAMED INSURED and such LOSS PAYEE;

and no written endorsement to this POLICY shall be required in order for this provision to be effective as to such person or entity subject to compliance with the following.

2. Pursuant to item 1. above and within ninety (90) business days after the COMPANY is notified of a loss which may be covered under this POLICY, the FIRST NAMED INSURED or its authorized representative shall:
  - a. provide the COMPANY with the identities of all persons or entities with interests in the property that is the subject of the loss; and
  - b. provide the COMPANY with copies of all contracts (predating the date of loss) requiring that such persons or entities be added to this POLICY as ADDITIONAL INSUREDS or LOSS PAYEES.
  - c. if the FIRST NAMED INSURED reasonably requires more than ninety (90) business days to produce the information required under paragraphs 2a and 2b above, the COMPANY will provide extensions of time that are reasonable and appropriate for the circumstances, however all such requests must be made in writing to the COMPANY.

3. If the FIRST NAMED INSURED or its authorized representative fails to comply with item 2. above, the COMPANY shall assume that there are no such persons or entities, and:
  - a. the COMPANY shall not be liable for any failure to take such person or entity's interest into account in the adjustment or payment of any loss; and
  - b. The COMPANY can only accept copies of those contracts which require the addition of a person or entity as an ADDITIONAL INSURED or LOSS PAYEE that are directly related to the property which is the subject of the loss. Providing the COMPANY with copies of any and all contracts requiring addition of a person or entity as an ADDITIONAL INSURED or LOSS PAYEE, or with bordereaux listings of all such persons and entities, at any time before, on, or after the date of a loss shall not constitute compliance with item 2. above.
4. This ADDITIONAL INSURED and LOSS PAYEE provision does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the COMPANY from providing insurance to such persons or entities, including, but not limited to, the payment of claims.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

Endorsement No. 40 Additional Premium \_\_\_\_\_ Return Premium \_\_\_\_\_

Name of Insured JGB Vegas Retail Lessee, LLC

### **PRE-EXISTING DAMAGES EXCLUSION**

This POLICY does not cover loss, damage, cost or expense, of whatever nature, arising directly or indirectly from an OCCURRENCE predating the inception of this POLICY, or any loss, damage, cost or expense which are, or are alleged to be, in the process of occurring as of the inception date of this POLICY ("PRE-EXISTING DAMAGE"). The burden of proving that any loss, damage, cost or expense arose from any OCCURRENCE during the POLICY Period shall be on the Insured.

In the event PRE-EXISTING DAMAGE to insured property has not been repaired or reinstated at the date of an OCCURRENCE during the POLICY Period:

Where insured property was an actual or constructive total loss prior to the OCCURRENCE during the POLICY Period, this POLICY does not cover loss, damage, cost or expense of whatever nature relating to that insured property.

In any other case, the amount that would have been required to repair any unrepaired PRE-EXISTING DAMAGE, assessed at the date of the settlement of the claim, will be deducted when calculating the loss, damage, cost or expense arising directly or indirectly from the OCCURRENCE.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limitations, exclusions or conditions of the POLICY, except as herein above set forth.

## **APPENDIX A – NEW MADRID SEISMIC ZONE**

### **Arkansas, counties of:**

Arkansas, Ashley, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Fulton, Grant, Greene, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Sharp, St. Francis, White, Woodruff

### **Illinois, counties of:**

Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson

### **Indiana, counties of:**

Crawford, Daviess, Dubois, Gibson, Greene, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Spencer, Sullivan, Vanderburgh, Warrick

### **Kentucky, counties of:**

Ballard, Breckinridge, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren, Webster

### **Mississippi, counties of:**

Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Grenada, Holmes, Humphreys, Issaquena, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Warren, Washington, Webster, Yalobusha, Yazoo

### **Missouri, counties of:**

Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, Scott, Shannon, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington, Wayne

### **Tennessee, counties of:**

Benton, Carroll, Cheatham, Chester, Crockett, Decatur, Dickson, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Lake, Lauderdale, Lawrence, Lewis, Madison, McNairy, Montgomery, Obion, Perry, Robertson, Shelby, Stewart, Tipton, Wayne, Weakley



## **APPENDIX B – PACIFIC NORTHWEST SEISMIC ZONES**

### **Oregon, counties of:**

Benton, Clackamas, Clatsop, Columbia, Coos, Curry, Douglas, Jackson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, Yamhill

### **Washington, counties of:**

Chelan, Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum, Whatcom

### **British Columbia (includes Vancouver Island):**

South of 50° N latitude and west of 120° W longitude

## APPENDIX C - DEFINITION OF TIER 1 WIND COUNTIES

### **Alabama Counties of:**

Baldwin  
Mobile

### **FLORIDA:**

Entire State

### **Georgia – Counties of:**

Bryan	Glynn
Camden	Liberty
Chatham	McIntosh

### **Hawaii:**

Entire State

### **Louisiana Parishes:**

Assumption	St. Charles
Calcasieu	St. James
Cameron	St. John the Baptist
Iberia	St. Martin
Jefferson	St. Mary
LaFourche	St. Tammany
Orleans	Terrebonne
Plaquemines	Vermilion
St. Bernard	

### **Mississippi – Counties of:**

Hancock  
Harrison  
Jackson

### **North Carolina – Counties of:**

Beaufort	Jones
Bertie	New Hanover
Brunswick	Onslow
Camden	Pamlico
Carteret	Pasquotank
Chowan	Pender
Craven	Perquimans
Currituck	Tyrrell
Dare	Washington
Gates	
Hyde	

**South Carolina – Counties of:**

---

Beaufort	Georgetown
Berkeley	Horry
Charleston	Jasper
Colleton	

**Texas – Counties of:**

---

Aransas	Kenedy
Brazoria	Kleberg
Calhoun	Matagorda
Cameron	Nueces
Chambers	Orange
Galveston	Refugio
Harris*	San Patricio
Jefferson	Willacy

\*Areas located wholly or partially within Designated Catastrophe Areas as defined by the Texas Department of Insurance.

**Virginia Counties:****Independent Cities:**

---

Accomack	Chesapeake
Gloucester	Hampton
Isle of Wright	Newport News
James City	Norfolk
Lancaster	Poquoson
Mathews	Portsmouth
Middlesex	Virginia Beach
Northampton	Williamsburg
Northumberland	
Surry	
York	

**Puerto Rico:**

---

Entire Island



## TO OUR BROKERS/AGENTS

### **IMPORTANT NOTICE - TO BE KEPT WITH POLICY**

#### **WHAT TO DO WHEN A LOSS OCCURS**

1. Report as soon as practicable, every incident, loss or damage (LOSS NOTICES) which may become a claim to:

[StarrPoolClaims@starrcompanies.com](mailto:StarrPoolClaims@starrcompanies.com)

2. Starr Specialty Lines Insurance Agency, LLC claims **CANNOT** be processed through any other facility and must be reported as indicated above.
3. Adjusters can **ONLY** be assigned by Starr Specialty Lines Insurance Agency, LLC Property Claims Department.

# EXHIBIT B

# EXHIBIT C



## DECLARATION OF EMERGENCY FOR COVID-19- DIRECTIVE 003

**WHEREAS**, on March 12, 2020, I, Steve Sisolak, Governor of the State of Nevada issued a Declaration of Emergency to facilitate the State's response to the COVID19 pandemic; a

**WHEREAS**, on March 13, 2020, Donald J. Trump, President of the United States declared a nationwide emergency pursuant to Sec. 501(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"); and

**WHEREAS**, the World Health Organization and United States Centers for Disease Control and Prevention have advised that there is a correlation between density of persons gathered and the risk of transmission of COVID-19; and

**WHEREAS**, close proximity to other persons is currently contraindicated by public health and medical best practices to combat COVID-19; an

**WHEREAS**, recreational social gatherings unnecessarily extend periods of interpersonal contact and promulgates spread of COVID-19; a

**WHEREAS**, certain non-essential activities result in the congregation of persons for extended periods of time; and

**WHEREAS**, fire services, law enforcement agencies, emergency medical services, and public safety agencies are essential to the welfare, safety, and health of our communities; and

**WHEREAS**, NRS 414.060 outlines powers and duties delegated to the Governor during the existence of a state of emergency, including without limitation, directing and controlling the conduct of the general public and the movement and cessation of movement of pedestrians and vehicular traffic during, before and after exercises or an emergency or disaster, public meetings or gatherings; and

**WHEREAS**, NRS 414.070 outlines additional powers delegated to the Governor during the existence of a state of emergency, including without limitation, enforcing all laws and regulations relating to emergency management and assuming direct operational control of any or all forces, including, without limitation, volunteers and auxiliary staff for emergency management in the State; providing for and compelling the evacuation of all or part of the population from any stricken or threatened area or areas within the State and to take such steps as are necessary for the receipt and care of those persons; and performing and exercising such other functions, powers and duties as are necessary to promote and secure the safety and protection of the civilian population; and

**WHEREAS**, NRS 414.090 limits the powers of political subdivisions in the event of an emergency, and provides that counties shall, and cities may, in pertinent part establish local organizations for emergency management in accordance with the state emergency management plan and program for emergency management; enter into contracts and incur obligations necessary to combat such an emergency or disaster, protect the health and safety of persons and property and provide emergency assistance to the victims of such an emergency or disaster; and exercise the powers vested under NRS 414.090 in the light of the exigencies of the extreme emergency or disaster without regard to timeconsuming procedures and formalities prescribed by law, except constitutional requirements, pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes, and the appropriation and expenditure of public funds; and

**WHEREAS**, the Nevada Attorney General opined in Opinion Number 57-336 that "there can be no question but that the Legislature intended to give to the Governor the broadest possible powers consistent with constitutional government in a time of dire emergency;" and

**WHEREAS**, the Nevada Attorney General opined in Opinion Number 9 5-03 that, in the context of the Governor's exercise of powers under NRS Chapter 414, municipalities exceed their statutory authority in adopting emergency powers that:

- Establish a curfew allowing only authorized persons in public places;
- Forbid or limit the number of persons who may gather or congregate in public places;
- Prohibit or restrict traffic on public streets and roads;
- Prohibit the sale or distribution of gasoline (or other flammable/ combustible), except in vehicle gas tanks or other proper container;
- Close businesses which sell gasoline (or other flammable/combustible);
- Prohibit the sale or distribution of alcohol;
- Close businesses which sell alcohol;
- Prohibit the sale or distribution of guns, ammunition or explosives; or
- Close businesses which sell guns, ammunition or explosives; and

**WHEREAS**, the Nevada Attorney General further opined in Opinion Number 95-03 that such powers as outlined immediately above, if enacted, would be preempted by other grants of power set forth in Chapter 414 and elsewhere; and

**WHEREAS**, Article 5, Section 1 of the Nevada Constitution provides: "The supreme executive power of this State, shall be vested in a Chief Magistrate who shall be Governor of the State of Nevada;" and

**WHEREAS**, on March 17, 2020, I directed Nevadans to implement the following measures; and

**WHEREAS**, non-essential businesses continue to operate and avail themselves to the general public, further exacerbating the public health emergency:

**NOW, THEREFORE**, by the authority vested in me as Governor by the Constitution and the laws of the State of Nevada and the United States, and pursuant to the March 12, 2020, Emergency Declaration,

<b>SECTION 1:</b>	Non-Essential Businesses, as further defined in regulations promulgated under this Directive, that promote recreational social gathering activities including, but not limited to, recreation centers, clubhouses, nightclubs, movie theaters, massage parlors, adult entertainment establishments, brothels, and live entertainment venues, and any other such Non-Essential Business shall close effective March 20, 2020, at 11:59 p.m., for the duration that this Directive shall be in effect.
<b>SECTION 2:</b>	Non-Essential Businesses that promote extended periods of public interaction where the risk of transmission is high, including fitness establishments such as gyms and studios; aesthetic services such as beauty shops, barber shops, nail salons, tanning salons, and wax salons; and any other such Non-Essential Business shall close effective March 20, 2020, at 11 :59 p.m., for the duration that this Directive shall be in effect.
<b>SECTION 3:</b>	<p>The Nevada general public may utilize restaurants and food establishments serving prepared meals. Such establishments may continue serving the public, but shall cease onsite dining effective March 20, 2020 at 11:59 p.m., for the duration that this Directive shall be in effect. Food establishments open to the Nevada general public shall only serve customers through a take-out, drive-through, curbside pickup, or delivery capacity. Food establishments shall adopt COVID-19 risk mitigation policies including, but not limited to:</p> <ul style="list-style-type: none"> <li>• To the extent practicable, ensuring that customers receiving orders outside the food establishment maintain adequate social distancing practices by not congregating within a minimum of six feet of separation between each other. This social distancing requirement does not apply to persons residing in the same household.</li> <li>• To the extent practicable, disallowing the formation of queues whereby persons congregate in a manner that violates the social distancing guidelines above.</li> <li>• Adopting contactless payment systems whenever possible.</li> <li>• All food workers must strictly abide by all applicable hygiene guidelines including handwashing and glove requirements.</li> <li>• Follow United States Centers for Disease Control and Prevention sanitization recommendations, including disinfecting surfaces routinely and at frequent intervals throughout the workday.</li> </ul>



<b>SECTION 4:</b>	An Essential Licensed Business, including but not limited to, and as further defined in regulations promulgated under this Directive, healthcare providers, veterinary services, grocery stores, pharmacies, financial institutions, hardware stores, convenience stores, security services, and gas stations, is encouraged to continue operation, but must adopt COVID-19 risk mitigation measures that reduce the risk of community disease spread, including but not limited to:
<b>SECTION 5:</b>	Retail cannabis dispensaries may operate by delivery only pursuant to the guidance that Retail cannabis dispensaries may operate by delivery only pursuant to the guidance that
<b>SECTION 6:</b>	The construction, mining, manufacturing, and infrastructure sector labor force may continue operations, but shall maintain strict social distancing practices to facilitate a minimum of six feet of separation between workers, and to adopt policies and practices that ensure minimum contact between the workforce and the general public. This social distancing restriction shall not be construed to supersede any safety practices imposed on the industry by state or federal law. Business sectors operating under this authority must comply with any applicable COVID-19 risk mitigation policies, as further defined in regulations promulgated under this Directive, and any precautionary measures and guidance that shall be promulgated by Nevada Department of Business and Industry.
<b>SECTION 7:</b>	This Directive shall not be construed to hinder the ability of the industries identified in the U.S. Department of Homeland Security Cyber & Infrastructure Security Agency Essential Critical Infrastructure Workforce memorandum dated March 19, 2020 to continue their operation appropriately modified to account for Centers for Disease Control (CDC) workforce and consumer protection guidance.
<b>SECTION 8:</b>	Businesses not delineated above or in regulations promulgated under this Directive may continue operations, not to include retail sales, if they are able to implement social distancing safeguards for the protection of their employees and: <ul style="list-style-type: none"> <li>• Perform operations without contact with the Nevada general public; or</li> <li>• To the extent practicable, provide services without causing members of the Nevada general public to congregate in a manner contrary to social distancing goals of a minimum of six feet of separation for more than incidental contact; or</li> <li>• Provide services without causing more than ten members of the Nevada general public to congregate.</li> </ul>
<b>SECTION 9:</b>	Businesses that do not comply with this Directive or regulations promulgated under his Directive, after receiving written notice from law enforcement, may be subject to criminal prosecution and civil penalties under NRS 202.595, NRS 202.450, and any other applicable statute, ordinance, or regulation. All law enforcement agencies in the State of Nevada are authorized to enforce this Directive and regulations promulgated under this Directive. The Office of the Attorney General is given concurrent jurisdiction to prosecute violations of this Directive and any regulations promulgated thereunder.
<b>SECTION 10:</b>	Pursuant to NRS 414.060(3)(f), I hereby authorize all local, city, and county governments to enforce this Directive and regulations promulgated thereunder. This includes, but is not limited to, suspending a license, revoking a license, or issuing penalties for violating business, professional, liquor, tobacco, or gaming licenses issued by the local jurisdiction for actions that jeopardize the health, safety, or welfare of the public; conduct which may injuriously affect the public health, safety, or welfare; conduct that may be detrimental to the public peace, health, or morals; or any other applicable ordinance or requirement for such a license.
<b>SECTION 11:</b>	This Directive. shall remain in effect until April 16, 2020, unless renewed by a ubsequent Directive promulgated pursuant to the March 12, 2020 Dedaration of Emergency to facilitate the State's response to the COVID-19 pandemic.

#### Emergency Order Instructions



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 20th day of March, in the year two thousand twenty.



[Emergency Regulations](#)

**Executive**

[Governor](#)

[Lt. Governor](#)

[Secretary of State](#)

[Attorney General](#)

[State Treasurer](#)

[State Controller](#)

**Legislature**

[Legislature Website](#)

[NELIS](#)

[Legislature Meetings](#)

[Find Your Legislator](#)

[Nevada State Senate](#)

[Nevada State Assembly](#)

**Alerts**

[Amber Alerts](#)

[Consumer Affairs](#)

[Weather Alerts](#)

[211- Service Information](#)

[511 - Road Conditions](#)

[911 - Emergency Help](#)

Select Language | ▼



The Official State of Nevada Website | Copyright ©2019 State of Nevada - All Rights Reserved | [Privacy Policy](#)  
| [ADA Technology Accessibility Guidelines](#) | [Web Style Standards](#) | [ADA Assistance](#) | [State ADA Website](#)

Version 3.0.007

# EXHIBIT D



## DECLARATION OF EMERGENCY DIRECTIVE 018

**WHEREAS**, in late 2019, the United States Centers for Disease Control and Prevention began monitoring an outbreak of respiratory illness caused by a novel coronavirus first identified in Wuhan, Hubei Province, China; and

**WHEREAS**, on February 11, 2020, the International Committee on Taxonomy of Viruses named this novel coronavirus "severe acute respiratory syndrome coronavirus 2 (SARS-Co V-2);" and

**WHEREAS**, on February 11, 2020, the World Health Organization named the disease caused by SARSCo V-2, "COVID-19;" and

**WHEREAS**, the World Health Organization advises that the novel coronavirus that causes COVID-19 virus is highly contagious, and spreads through respiratory transmission, and direct and indirect contact with infected persons and surfaces; and

**WHEREAS**, the World Health Organization advises that respiratory transmission occurs through both droplet and airborne transmission, where droplet transmission occurs when a person is within 6 feet of someone who has respiratory symptoms like coughing or sneezing, and airborne transmission may occur when aerosolized particles remain suspended in the air and is inhaled; and

**WHEREAS**, the World Health Organization advises that contact transmission occurs by direct contact with infected people or indirect contact with surfaces contaminated by the novel coronavirus; and

**WHEREAS**, some persons with COVID-19 may exhibit no symptoms but remain highly infectious; and

**WHEREAS**, on March 5, 2020, Clark County and Washoe County both reported the first known cases of COVID-19 in the State of Nevada; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic; and

**WHEREAS**, on March 12, 2020, I, Steve Sisolak, Governor of the State of Nevada issued a Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic; and

**WHEREAS**, on March 13, 2020, Donald J. Trump, President of the United States declared a nationwide emergency pursuant to Sec. 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"); and

**WHEREAS**, on March 14, 2020, I formed a medical advisory team to provide medical guidance and scientifically based recommendations on measures Nevada could implement to better contain and mitigate the spread of COVID-19; and

**WHEREAS**, on March 15, 2020, the State of Nevada experienced its first COVID-19 related fatality; and

**WHEREAS**, in the 53 days since Nevada's first COVID-19 death, as of May 7, 2020, the number of deaths in the State of Nevada has climbed to 286; and

**WHEREAS**, as of May 7, 2020, Johns Hopkins University's Coronavirus Resource Center has attributed 75,423 deaths in the United States of America to COVID-19; and

**WHEREAS**, infectious disease and public health experts advised that minimizing interpersonal contact slows the rate at which the disease spreads, and is necessary to avoid overwhelming healthcare systems, commonly

referred to as "flattening the curve"; and

**WHEREAS,** since the March 12, 2020 Declaration of Emergency, I have issued 17 Directives pursuant to that order to provide for the safety, wellbeing, and public health of Nevadans and the administration of the State of Nevada; and

**WHEREAS,** these Directives were promulgated to reduce interpersonal contact and promote social distancing to flatten the curve; and

**WHEREAS,** data showed that Nevada was one of the top five states in the United States for social distancing; and

**WHEREAS,** Nevada's medical experts indicate that the rate at which COVID-19 is spreading in the State of Nevada has effectively slowed to a level that does not jeopardize the state's healthcare system due, in part, to Nevadans following strict social distancing measures individually and pursuant to Directives I issued pursuant to the March 12, 2020, Declaration of Emergency; and

**WHEREAS,** although the danger to Nevadans from the COVID-19 disease has abated, the disease has not been eliminated and measures that protect safety, wellbeing, and public health of Nevadans must remain in effect; and

**WHEREAS,** on April 21, 2020, the National Governors Association issued guidance for a staged reopening that protects the public's health while laying a strong foundation for long-term economic recovery; and

**WHEREAS,** on April 30, 2020, I introduced the **Nevada United: Roadmap to Recovery plan** that outlined a phased approach to reopening Nevada businesses and industry; and

**WHEREAS,** the **Nevada United: Roadmap to Recovery plan** set forth a collaborative partnership between state and local governments that included the formation of the Local Empowerment Advisory Panel ("LEAP") to serve as a resource to local governments and local communities; and

**WHEREAS,** [NRS 414.060](#) outlines powers and duties delegated to the Governor during the existence of a state of emergency, including without limitation, directing and controlling the conduct of the general public and the movement and cessation of movement of pedestrians and vehicular traffic during, before and after exercises or an emergency or disaster, public meetings or gatherings; and

**WHEREAS,** [NRS 414.070](#) outlines additional powers delegated to the Governor during the existence of a state of emergency, including without limitation, enforcing all laws and regulations relating to emergency management and assuming direct operational control of any or all forces, including, without limitation, volunteers and auxiliary staff for emergency management in the State; providing for and compelling the evacuation of all or part of the population from any stricken or threatened area or areas within the State and to take such steps as are necessary for the receipt and care of those persons; and performing and exercising such other functions, powers and duties as are necessary to promote and secure the safety and protection of the civilian population; and

**WHEREAS,** the Nevada Attorney General opined in Opinion Number 95-03 that in times of emergency when the Governor's authority under Nevada Revised Statutes Chapter 414 is in effect, the powers of political subdivisions to control business activity is limited; and

**WHEREAS,**[NRS 414.060\(3\)\(f\)](#) provides that the administrative authority vested to the Governor in times of emergency may be delegated; and

**WHEREAS,** Article 5, Section 1 of the Nevada Constitution provides: "The supreme executive power of this State, shall be vested in a Chief Magistrate who shall be Governor of the State of Nevada;" and

**NOW, THEREFORE,** by the authority vested in me as Governor by the Constitution and the laws of the State of Nevada and the United States, and pursuant to the March 12, 2020, Emergency Declaration,

IT IS HEREBY ORDERED THAT:

Section 1:	To the extent this Directive conflicts with earlier Directives or regulations promulgated pursuant to the March 12, 2020 Declaration of Emergency, the provisions of this Directive shall prevail.
Section 2:	For the purposes of this Directive, "vulnerable persons" are defined as those who are at heightened risk of complications from COVID-19 disease, and include: <div>1. Individuals who are 65 years of age and older; 2. Individuals with chronic lung disease or moderate to severe asthma; 3. Individuals who have serious heart conditions;</div>



	<p>4. Individuals who are immunocompromised;</p> <p>5. Pregnant women; or</p> <p>6. Individuals determined to be high risk by a licensed healthcare provider.</p>
<b>Section 3:</b>	All vulnerable persons are strongly encouraged to stay at home to the greatest extent possible, except when necessary to provide, support, perform, or operate necessary activities, minimum basic operations, critical government functions, necessary travel, or essential businesses.
<b>Section 4:</b>	The phrase "social distancing" includes guidance promulgated by the United States Centers for Disease Control and Prevention, including without limitation, maintaining at least six feet of social distancing from other individuals. The phrase "sanitation requirements" or "sanitation measures" includes without limitation, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.
<b>Section 5:</b>	Section 2 of Directive 010 is hereby amended to provide that effective May 9, 2020, all Nevadans are strongly encouraged to stay in their residences to the greatest extent possible. Recognizing that COVID-19 is still present in Nevada and highly contagious, Nevadans are advised that they are safer at home and should avoid interpersonal contact with persons not residing in their households to the extent practicable. To reduce the spread of COVID-19 via respiratory transmission, the Nevada public should utilize face coverings in public spaces.
<b>Section 6:</b>	Pursuant to <a href="#">NRS 441A.180</a> , persons testing positive for COVID-19 shall stay at home and "self-quarantine" for a minimum of two weeks, except as necessary to care for themselves or seek medical care. Persons determined to be in contact with an individual who tested positive for COVID-19 must quarantine and stay at home for two weeks, or until a negative test result has been received.
<b>Section 7:</b>	Section 1 of Directive 007 is hereby amended to provide that effective May 9, 2020, the Nevada general public shall not gather in groups of ten or more in any indoor or outdoor area, whether publicly owned or privately owned where the public has access by right or invitation, express or implied, whether by payment of money or not, including without limitation, parks, basketball courts, volleyball courts, baseball fields, football fields, rivers, lakes, beaches, streets, convention centers, libraries, parking lots, and private clubs. This provision shall not be construed to apply to the gathering of persons living within the same household, persons working at or patronizing businesses operating pursuant to this Directive, or providing essential services to the public.
<b>Section 8:</b>	The Nevada Labor Commissioner shall provide guidance to employers on labor laws related to COVID-19, including without limitation, sick leave policies, required postings for employers, and bulletins, guides, and forms for employers and employees.
<b>Section 9:</b>	All employers must take proactive measures to ensure compliance with the social distancing and sanitation guidelines. All employers shall require employees who interact with the public to wear face coverings, to the maximum extent possible, and shall abide by all other guidelines promulgated by the Nevada State Occupational Safety and Health Administration (NV OSHA).
<b>Section 10:</b>	All businesses must adopt measures that meet or exceed the standards promulgated by NV OSHA to minimize the risk of spread of COVID-19. All businesses are encouraged to permit their employees to work from home to the maximum extent practicable. The Nevada State Occupational Safety and Health Administration shall continue to ensure that businesses reopened pursuant to this Directive or otherwise operating during the state of emergency provide adequate protections to their workers and adopt sanitation protocols that minimize the risk of spread of COVID-19 among their workforce. NV OSHA shall enforce all violations of its guidance, protocols, and regulations.
	<p>To the maximum extent practicable, employers and employees are strongly encouraged to incorporate the following protocols into their business operations:</p> <ol style="list-style-type: none"> <li>1. Encourage customers to wear face coverings</li> <li>2. Continue to encourage telework, whenever possible and feasible with business operations</li> <li>3. Return to work in phases</li> <li>4. Close common areas where personnel are likely to congregate and interact, or enforce strict social distancing protocols</li> <li>5. Strongly consider special accommodations for personnel who are members of a</li> </ol>

<p><b>Section 11:</b></p>	<p>5. Strongly consider special accommodations for personnel who are members of a vulnerable population</p> <p>6. Consider encouraging employees to do a self-assessment each day in order to check if they have any COVID-19 type symptoms, for example, fever, cough or shortness of breath</p> <p>7. Practice hand hygiene</p> <p>8. Perform frequent enhanced environmental cleaning of commonly touched surfaces</p> <p>9. Implement separate operating hours for vulnerable populations</p> <p>10. Provide signage advising the public of appropriate social distancing within the facility, including six feet of social distancing from other individuals; and</p> <p>11. Provide readily available hand sanitizer or other sanitizing products for employees and customers</p>
<p><b>Section 12:</b></p>	<p>All employers are encouraged to accommodate vulnerable persons and workers caring for a child whose school or place of care is closed, or childcare provider is unavailable, for reasons related to COVID-19, by promoting telecommuting or other remote work options, flexible schedules, or other means. To the greatest extent possible, employers should extend similar accommodations to workers who live in the same household as a vulnerable person. Upon request, all employers covered by the Families First Coronavirus Response Act ("FFCRA") must provide leave to eligible employees as provided by the Act. Employers covered by the FFCRA must notify covered employees seeking accommodations of their eligibility. The provisions of this Section shall be in effect for the duration that the March 12, 2020 Declaration of Emergency shall be in effect, unless specifically terminated by a subsequent Directive.</p>
<p><b>Section 13:</b></p>	<p>Effective May 9, 2020, all businesses that engage in retail sales may, in addition to providing retail sales on a curbside or home delivery basis, allow customer access, with a maximum occupancy of 50% based on listed fire code capacity. Businesses are strongly encouraged to promote home delivery, curbside delivery, walk-up, drive-through, or window service whenever possible. Businesses must adopt measures promulgated by NV OSHA to minimize the risk of spread of COVID-19 including social distancing and sanitation measures, and abide by all other guidance promulgated pursuant to this and other Directives. To the maximum extent practicable, businesses must provide services in a manner disallowing the formation of queues whereby persons congregate in a manner that violates the social distancing guidelines above. All businesses are encouraged to permit their employees to work from home to the maximum extent practicable. Retail businesses operating in open-air malls or strip malls are expressly permitted to operate under the conditions set forth in this Directive. Retail businesses operating pursuant to this Directive at indoor malls may provide retail sales to any extent they can do so on a home delivery basis, or for curbside delivery outside the mall under the conditions set forth in this Directive.</p>
<p><b>Section 14:</b></p>	<p>Effective May 9, 2020, drive in theaters may resume operations for movies and drive-in religious services under strict social distancing guidelines pursuant to this Directive. Movie theaters operating on a non-drive-in basis shall remain closed to the public until further notice.</p>
<p><b>Section 15:</b></p>	<p>Section 3 of Directive 013 is hereby rescinded. Effective May 9, 2020, automobile, off-highway vehicle, and recreational vehicle sales showrooms may reopen to customers on a limited basis. The number of customers in showroom areas may not exceed 50% of the area's listed fire code capacity. Dealerships are encouraged to operate on an appointment only basis to reduce interpersonal contact to the greatest extent possible. Test drives should be limited to the customer and the customer's household members, and vehicles must be sanitized after each test drive.</p>
	<p>Section 7 of Directive 013 is hereby rescinded. Effective May 9, 2020, nail care salons, hair salons, and barber shops licensed by the Nevada Board of Cosmetology or State Barber's Health and Sanitation Board may reopen to customers provided that:</p> <ol style="list-style-type: none"> <li>1. Salons and barber shops with walls or partitions between stations or chairs may utilize all stations, but under no circumstances may more than one customer or client be seated at any given station or chair.</li> <li>2. Salons and barber shops without walls or partitions between stations may only seat customers or clients at every other station or chair, or arrange stations or chairs so that a minimum of 6 feet of separation between customers is maintained.</li> <li>3. Salons and barber shops may not accept customers or clients on a walk-in basis.</li> </ol>

Section 16:	<p>3. Salons and barber shops may not accept customers or clients on a walk-in basis, and technicians, stylists and barbers may not serve or accept appointments for more than one customer at any given time.</p> <p>4. Customers waiting for appointments must wait outside the facility and must practice social distancing by maintaining a minimum of 6 feet of separation between customers not residing in the same household.</p> <p>5. Technicians, stylists, barbers and other employees must wear face coverings at all times.</p> <p>6. Persons licensed by the Nevada Board of Cosmetology or State Barber's Health and Sanitation Board must abide by all guidelines promulgated by their respective boards. Boards are directed to impose disciplinary measures against licensees who violate this provision.</p> <p>Persons licensed by the Nevada Board of Cosmetology or State Barber's Health and Sanitation Board may perform in-home beauty services to persons other than those in their household if their licenses permit them to do so, but must abide by all sanitation practices required by their respective licensing board, and must wear face coverings while servicing customers and clients.</p>
Section 17:	<p>The prohibition on onsite dining at restaurants and food establishments in Section 3 of Directive 003 is hereby amended. All restaurants and food establishments operating during the state of emergency due to the COVID-19 pandemic are strongly encouraged to accommodate vulnerable persons by providing to-go, curbside, and delivery options for customers. Restaurants and food establishments, including bars and taverns licensed to serve food, may provide onsite dining subject to the following provisions:</p> <ol style="list-style-type: none"><li>1. The maximum occupancy for onsite dining shall be 50% of the maximum seating capacity under normal circumstances, excluding bar seating.</li><li>2. Tables or available booths must be spaced, or customers seated a minimum of 6 feet apart from other customers.</li><li>3. Bar tops and bar areas shall remain closed to customers, but bar beverages may be served at tables for onsite consumption.</li><li>4. Customers waiting to dine onsite must wait outside the establishment until they can be seated and must practice social distancing by maintaining a minimum of 6 feet of separation between customers not residing in the same household.</li><li>5. To the maximum extent practicable, restaurants and food establishments should require reservations to manage occupancy.</li></ol> <p>Restaurants and food establishments unable to comply with Items 1-4, above, may not open for onsite dining, but may continue to offer to go, curbside and home delivery to customers. Buffets, cafeterias, and self-serve dining facilities shall remain closed until further notice. All other provisions of Section 3 of Directive 003 not in conflict with this Section shall remain in effect.</p>
Section 18:	<p>Breweries, distilleries, and wineries not licensed to serve food may offer curbside delivery, and home delivery where permitted by local code or ordinance. Breweries, distilleries, and wineries may continue all operations necessary to produce product, consistent with worker safety guidelines promulgated by the Nevada State Occupational Safety and Health Administration.</p>
Section 19:	<p>The following non-essential businesses shall remain closed during Phase One of the Nevada United: Roadmap to Recovery plan:</p> <ol style="list-style-type: none"><li>1. Nightclubs</li><li>2. Bars, pubs, and taverns not covered by Sections 17 or 18 of this Directive</li><li>3. Gyms and fitness facilities</li><li>4. Recreation and community centers including public pools</li><li>5. Museums and art galleries</li><li>6. Zoos and aquariums, but may remain open to staff members to maintain essential operations for the health and safety of animals</li><li>7. Entertainment venues, including sports venues, movie theaters with the exception of drive-in theaters covered in Section 14 of this Directive, museums, bowling alleys, arcades and other amusement venues, and miniature golf</li><li>8. Brothels</li><li>9. Adult entertainment facilities</li><li>10. Massage parlors, not to include massages for physical therapy or that are medically necessary as prescribed by a licensed healthcare provider</li><li>11. Spas, not to include nail salons, hair salons, and barber shops covered in Section</li></ol>



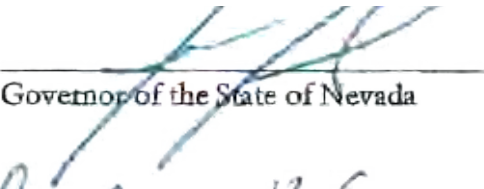
	16 of this Directive 12. Body art facilities 13. Body piercing facilities 14. Tanning salons
Section 20:	Nevada State parks are hereby directed to open to the public for day use, subject to usage that does not pose a public health risk through overcrowding, or other violations of social distancing standards. Park rangers and staff shall develop and implement park access control measures to proactively prevent overcrowding, including by limiting capacity at or closing parks as necessary to enforce public safety and public health protocols. The Nevada public is advised to maintain all COVID-19 risk mitigation social distancing protocols, and utilize face coverings whenever possible.
Section 21:	Section 13 of Directive 016 is hereby amended. Gaming operations, not including licensed online gaming or mobile wagering operations, shall remain closed through Phase One. The Gaming Control Board shall promulgate guidance for a phased and incremental resumption of gaming operations.
Section 22:	Section 3 of Directive 016 is hereby amended to provide that in addition to curbside or home delivery, licensed cannabis dispensaries may additionally engage in retail sales on an in-store basis, effective May 9, 2020, pursuant to guidance that shall be issued by the Department of Taxation in conjunction with the Cannabis Compliance Board, and subject to all local ordinances or municipal code. Retail cannabis dispensaries must continue to abide by measures promulgated by NV OSHA to minimize the risk of spread of COVID- 19 including social distancing and sanitation measures. All retail cannabis dispensaries are encouraged to permit their employees to work from home to the maximum extent practicable.
Section 23:	Previous Directives not specifically referenced herein remain in effect for the duration specified in those specific Directives or subsequent extensions, unless specifically terminated or extended renewed by subsequent Directive. Directive 016 and all Directives incorporated by reference within Directive 016 with specific expiration dates are extended until May 30, 2020.
Section 24:	Pursuant to <a href="#">NRS 414.060(3)(f)</a> , I hereby delegate to each county of this state to include the consolidated municipality of Carson City, and local municipalities, the authority to adopt additional protective measures intended to combat the spread of COVID-19, including without limitation, stay at home and face covering orders, so long as those measures are at least as restrictive as those imposed by all Directives promulgated pursuant to the Declaration of Emergency for COVID-19 issued on March 12, 2020. Additional restrictive measures adopted by counties and municipalities may be implemented without additional approval by the State.
Section 25:	Pursuant to <a href="#">NRS 414.060(3)(f)</a> , I hereby authorize all local, city, and county governments to enforce this Directive and regulations promulgated thereunder, including but is not limited to, suspending licenses, revoking licenses, or issuing penalties for violating business, professional, liquor, tobacco, or gaming licenses issued by the local jurisdiction for actions that jeopardize the health, safety, or welfare of the public; conduct which may injuriously affect the public health, safety, or welfare; conduct that may be detrimental to the public peace, health, or morals; or any other applicable ordinance or requirement for such a license.
Section 26:	The State of Nevada shall retain all authority vested in the Governor pursuant to <a href="#">NRS Chapter 414</a> .
Section 27:	This Directive shall remain in effect through May 30, 2020, unless terminated or extended by a subsequent Directive promulgated pursuant to the March 12, 2020 Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic.

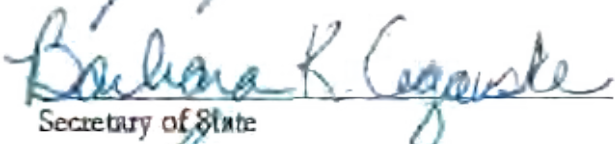
COVID-19 Declaration of Emergency Directive 018 Orders

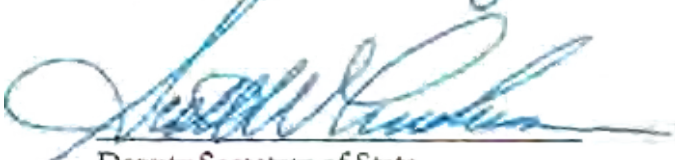


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 7th day of May, in the year two thousand twenty.



  
Governor of the State of Nevada

  
Secretary of State

  
Deputy Secretary of State

[2020-05-15 - COVID-19 Phase One Reopening - Industry-Specific Guidance \(Revised\)](#)  
[2020-05-13 - COVID-19 Phase One Reopening: General Guidance](#)

Executive

- [Governor](#)
- [Lt. Governor](#)
- [Secretary of State](#)
- [Attorney General](#)
- [State Treasurer](#)
- [State Controller](#)

Legislature

- [Legislature Website](#)
- [NELIS](#)
- [Legislature Meetings](#)
- [Find Your Legislator](#)
- [Nevada State Senate](#)
- [Nevada State Assembly](#)

Alerts

- [Amber Alerts](#)
- [Consumer Affairs](#)
- [Weather Alerts](#)
- [211- Service Information](#)
- [511 - Road Conditions](#)
- [911 - Emergency Help](#)

Select Language | ▼





NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Agriculture



### Employees

#### Mandatory\*

- Face coverings are required inside facilities and for any interaction where a 6 feet distance is not possible.
- Provide disposable gloves to employees in manufacturing facilities and indoor operations.
- Employers must perform daily symptom assessment of employees.\*\*
- Require employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.

#### Recommended Best Practices\*

- Provide hand sanitizer stations.
- Take temperatures of employees daily and/or ask screening questions for COVID-19.
- Post informational signs regarding social distancing, facial coverings, and what to do if symptomatic.

### Shift Patterns

- Alternate end-of-day shift changes for social distancing for large operations.

- Provide hand sanitizer stations.
- Consider staggered shifts to ensure minimum 6 feet between people.

### Shared Spaces/ Workstations

- Ensure minimum 6 feet between people; if not possible, install barriers.
- Regularly disinfect all high touch surfaces inside facilities and shared agriculture equipment between uses by different employees.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
- Do not use communal water fountains.

- Encourage employees to disinfect their workstations, if applicable, regularly.
- Establish a regular cleaning schedule.
- Limit congregation in shared spaces.
- Divide essential staff into groups and establish rotating shifts.
- Close lunch rooms, breakrooms or other gathering spaces, if they exist, or conduct regular cleaning.

### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work and follow CDC guidelines.
- Contact the local health district about suspected cases or exposures. Employers should maintain the confidentiality of employee health information.
- Shutdown any facility for deep cleaning and disinfection, if possible.
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures.
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessment should include monitoring for fever, cough and trouble breathing.

*\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.*

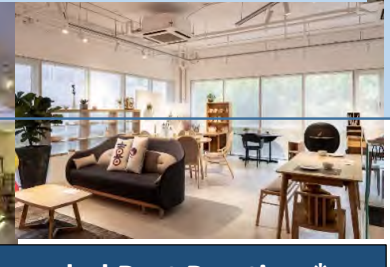




NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Appliance and Furniture Showrooms



### Employees & Customers

#### Mandatory\*

- Ensure minimum 6 feet between people; if not possible, install barriers. Place markers to indicate 6 feet.
- Employers must perform daily symptom assessment of employees.\*\*
- Require employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Face coverings are required for employees.
- Handshakes, high fives, hugs, first and elbow bumps and other greetings are not allowed.

#### Recommended Best Practices\*

- Provide hand sanitizer stations to customers.
- Stagger or limit arrivals of employees and customers.
- Assign one sales representative only to a customer.
- Post informational signs regarding social distancing, facial coverings, and what to do if symptomatic.
- Train staff on new operation plan.
- Consider allowing employees to enter through a separate door than customers.
- Encourage customers to wear facial coverings.

### Shift Pattern

- Alternate shift changes.
- Stagger lunch and break times.

- Split into sub-teams, limit contact across sub-teams.
- Enact standards for different aspects of the business and teams (e.g. delivery, fleet, warehouse).

### Shared Spaces/ Showroom/ Workstations

- Number of customers in showroom areas may not exceed 50% of the area's listed fire code capacity.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
- Space showroom floor to allow for distancing.
- Staff meetings should be limited to 10 employees with social distancing protocols.
- Limit the number of people in an elevator, if applicable.
- Do not use communal water fountains.
- Use fabric sanitizer for all soft goods.
- Use mattress protectors for the mattresses.
- Provide bedding for each customer to use to test mattresses.

- Close gathering spaces, if possible, or conduct regular cleanings.
- Consider virtual meetings over in-person meetings.
- Limit shared spaces to one team or customer group at a time.
- Limit item sharing.

### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work and follow CDC guidelines.
- Contact the local health district about suspected cases or exposures. Employers should maintain the confidentiality of employee health information.
- Shutdown any facility for deep cleaning and disinfection, if possible.
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures.
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessment should include monitoring for fever, cough and trouble breathing.

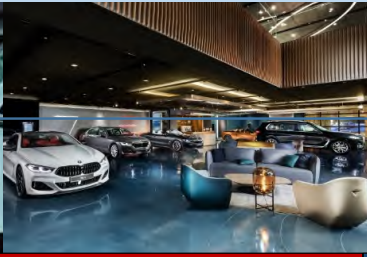
\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Auto Dealerships



### Mandatory\*

### Recommended Best Practices\*

#### Employees, Distributors & Guests

- Ensure minimum 6 feet between people; if not possible, install barriers.
- Employers must perform daily symptom assessment of employees.\*\*
- Require employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Stagger or limit arrivals of employees and guests.
- Face coverings are required for employees.
- Test drives should be limited to the customer and the customer's household members, and vehicles should be sanitized after each test drive.

- Train staff on new operation plan.
- Post informational signs regarding social distancing, facial coverings, and what to do if symptomatic.
- Face coverings are recommended for all customers and guests.
- Wear disposable latex or nitrile gloves when handling paperwork.

#### Shift Pattern

- Change shift patterns (e.g. fewer shifts).
- Stagger lunch and break times.

- Split into sub-teams, limit contact across sub-teams.
- Personnel should work from home if possible.

#### Physical Spaces/ Workstations

- Ensure a minimum of 6 feet between people, adjust floor plan for tables – they must be 12 feet apart.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
- Space factory floor to allow for distancing.
- Regularly disinfect all high-touch surfaces inside facilities.
- Number of customers in showroom areas may not exceed 50% of the area's listed fire code capacity.

- Close gathering spaces, if possible, or conduct regular cleanings.
- Provide hand sanitizer dispensers.

#### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work and follow CDC guidelines.
- Contact the local health district about suspected cases or exposures. Employers should maintain the confidentiality of employee health information.
- Shutdown any facility for deep cleaning and disinfection, if possible.
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures.
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessments should include monitoring for fever, cough, and trouble breathing.

*\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.*



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Banking and Financial Services



### Employees & Customers

#### Mandatory\*

- Ensure minimum 6 feet between people, if not possible, install barriers.
- Face coverings are required for all employees.
- Provide disposable gloves to employees handling money or other similar transactions.
- Employers must perform daily symptom assessment of employees.\*\*
- Require employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Reduce sharing of work materials.
- Limit travel as much as possible.
- Limit number of people on common use elevators.

#### Recommended Best Practices\*

- Provide hand sanitizer stations.
- Take temperatures of employees daily upon entry and/or ask screening questions for COVID-19 symptoms.
- Consider providing some business transactions over the phone or Internet to avoid in-person interactions.
- Continue to encourage online banking and drive-through ATM service (if available).
- Post informational signs regarding social distancing, facial coverings, and what to do if symptomatic.

### Shift Patterns

- Personnel should work from home whenever possible and feasible.

- Consider staggered shifts to ensure a minimum of 6 feet between people.
- Alternate end-of-day shift changes for social distancing.
- Divide essential staff into groups and establish rotating shifts.

### Shared Spaces/ Workstations

- Routinely disinfect all high touch surfaces (e.g. door handles, light switches, sinks, toilets, countertops, phones, tables, cabinetry handles, appliance handles, stairways/stairwells, etc.).
- Do not use communal water fountains.
- Cancel/postpone in-person events when special distancing guidelines cannot be met.
- No self-serve food in cafeteria or other common area.
- Establish maximum capacity (e.g. 50% of fire code).

- Redesign/space workstations for 6 feet or more of distance.
- Close cafeteria and gathering spaces, if possible, or conduct regular cleanings.
- Utilize teleconference methods to avoid in-person gatherings.
- Limit congregation in office spaces.
- Availability of at least 3 weeks of cleaning supplies.

### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work.
- Contact the local health district about suspected cases or exposures. Employers should maintain the confidentiality of employee health information.
- Shutdown facility for deep cleaning and disinfection, if possible.
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures.
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessment should include monitoring for fever, cough and trouble breathing.

\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.





NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Barber Shops and Barber Schools



### Mandatory\*

#### Prepare to Reopen

1. Evaluate the layout of the Barber Shop or Barber School:
  - a. Use every other chair/station or arrange seating at least 6 feet apart to create separation.
2. Establish New Policies and Schedule:
  - a. Stagger employee's schedules to minimize the risk of overcrowding.
  - b. Stagger theory/lab/clinic instructional delivery schedules to facilitate smaller groups.
  - c. Require appointment scheduling and/or require walk-ins to wait outside.
  - d. Alert and train staff about new policies and procedures.
  - e. Alert students and clients about new policies and procedures.
  - f. Require barbers to wear a mask, require clients to wear a mask when possible.
  - g. Require a freshly laundered or disposable chair cloth (cape) to be used for each client. Buy either plastic capes which can be disinfected on site or disposable plastic chair cloths.
3. Communication:
  - a. Put any new policies and procedures for staff, students, and clients in writing.
4. Products and Supplies:
  - a. Order personal protection equipment, primarily masks and client capes.
  - b. Maintain a sufficient amount of cleaning and disinfecting products.
  - c. Maintain a sufficient number of tools and implements to always have clean items available.
  - d. Maintain inventory control of supplies and materials to ensure availability when needed.

#### Prior to Reopening

1. Reception Area:
  - a. Remove all magazines and non-essential items in the waiting area that cannot be disinfected.
  - b. Clean and disinfect all hard, non-porous surfaces. Anything that is touched must be cleaned and disinfected.
  - c. Keep any products clean and dust free.
  - d. Place a sign in the window to notify clients that you are practicing proper infection control. Post informational signs regarding social distancing, facial coverings and what to do if symptomatic
2. Work Stations:
  - a. Clean and disinfect station.
  - b. Clean and disinfect all tools and implements and store in a closed, clean drawer or cabinet.
  - c. Clean and disinfect all electrical implements used in services.
  - d. Clean and disinfect chair and headrest.
  - e. Ensure that single use items are new.
3. Restrooms:
  - a. Clean and disinfect everything.
  - b. Remove all products that do not belong in restroom. Do not use the restroom as a storage room.
4. Laundry:
  - a. Any linens that were left in the salon prior to closure should be laundered.
  - b. Launder all linens in hot water and dry on high heat.
  - c. All linens should be stored in a clean cabinet.
5. Sinks:
  - a. Clean and disinfect all sinks, including handles, hoses, and spray nozzles.

## Opening of Barber Shops & Barber Schools

1. Practical Changes:
  - a. Stagger appointments or have clients wait in their car until you are ready for them.
  - b. Follow the 6 feet social distancing rule. This will allow for the business to accommodate a maximum 10 people for every 250 square feet. You must practice social distancing of 6 feet except for when a barber is working on a client.
  - c. Optional to take clients temperature. Anything over 100.4 degrees Fahrenheit, you should refuse service.
  - d. Before working on a client, you should ask the following questions:
    - i. Have you traveled outside the country or state in the last 14 days?
    - ii. Have you experienced any COVID-19 symptoms (e.g. fever, cough, or trouble breathing) in the last 14 days?
    - iii. Recommend a 14-day waiting period to clients answering "yes" to any question.
  - e. If any staff is experiencing any COVID-19 symptoms (e.g. fever, cough, or trouble breathing), they should not be at work for a minimum 14-day period.
  - f. For the time being, you should not allow any magazines, candy dishes, coffee pots, etc. in the barber shop/barber school.
  - g. If possible, encourage clients to use a method of payment that does not require touch. If you are using any form of payment that requires touch, you must sanitize between every use.
  - h. You must wash your hands before and after each client. If gloves are worn, they must be discarded after each client.
  - i. Have clients wash their hands upon entering barber shop/barber school or use hand sanitizer.
  - j. Wear a mask (facial covering) while in the barber shop/barber school. Clients should also be asked to wear one when they can.
  - k. Sanitize and disinfect all surfaces at the start of the day and every 1-2 hours depending on traffic (e.g. door handles, countertops, registers, phones, etc.).
  - l. Sanitize and disinfect the chair after each client.
  - m. Clean chair cloth (cape) for each client. Consider using disposable capes, and discard after each client. If cape is able to be disinfected, you must rotate capes and disinfect after each client.
  - n. Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
  - o. Do not shake hands. There are safer ways to welcome a client in.
2. Disinfectants/PPE:
  - a. Disinfectants must be [EPA](#)-registered and labeled as bactericidal, virucidal, and fungicidal.
  - b. There is a list of approved disinfectants on the EPA website.
  - c. The first step to disinfection is sanitizing. The proper way to sanitize is wash with soap and water, chemical cleaners, wipes, etc. When you have done that, disinfect with an EPA approved disinfectant. Please follow manufacturer's directions for proper disinfectants. Most of the immersion or sprays are 10-minute kill time, where wipes are usually 2-4 minutes. Refer to manufacturer's directions.
  - d. Barbicide should be changed every day or more, if it becomes contaminated. The correct way to mix it is ¼ cup or 2 ounces concentrate to 4 cups or 32 ounces water. Implements must stay submerged for a minimum of 10 minutes.
3. Hand Hygiene:
  - a. Wash hands with soap and water for 20 seconds before and after every client.
  - b. Require regular handwashing upon arrival, before meals and breaks, after using the restroom, blowing nose and before returning home.
4. Tracking COVID-19:
  - a. In the course of contact with clients, if the barber should hear about anyone in their barber shop/barber school with COVID-19 symptoms, they should contact the Nevada Health Department.
5. Resources:
  - a. Nevada State Barber's Health and Sanitation Board
  - b. EPA
  - c. CDC
  - d. Barbicide
  - e. Southern Nevada Health District
  - f. Miladay

*\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.*

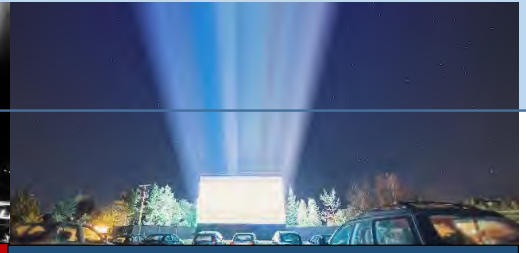
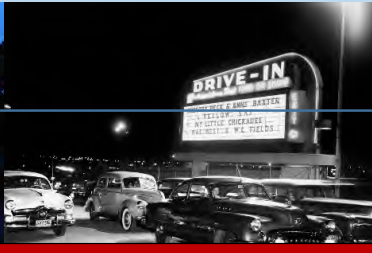




NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Drive-In Operations



### Mandatory\*

### Recommended Best Practices\*

### Employees & Guests

- Ensure a minimum of 6 feet between people.
- Employees must wear face coverings for interactions with the public and when other employees are present indoors.
- Employers must perform daily symptom assessment of employees.\*\*
- Require employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Post informational signs regarding social distancing, facial coverings and what to do if symptomatic.
- Guests may not leave their vehicles except to visit the restroom.

- Provide hand sanitizer stations.

### Shift Pattern

- Change shift patterns (e.g., fewer shifts).

### Shared Spaces

- Drive-in shall be accessible only to persons in vehicles for movies and drive-in religious services. Pedestrians shall not be permitted access to drive-in theaters.
- Ensure vehicles are spaced at least 10 feet apart.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
- Access to restrooms shall be limited to one person, plus a minor child or a person needing physical assistance, at a time.
- Restrooms must be sanitized every 30 minutes.
- Do not use communal water fountains.
- Snack bar and entertainment areas shall remain closed.

- Daily deep disinfection of entire facility.
- Disinfect shared spaces between uses.

### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work and follow CDC guidelines.
- Contact the local health district about suspected cases or exposures. Employers should maintain the confidentiality of employee health information.
- Shutdown any facility for deep cleaning and disinfection, if possible.
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessment should include monitoring for fever, cough and trouble breathing.

\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Food Establishments



### Mandatory\*

### Recommended Best Practices\*

#### Employees, Distributors & Guests

- Ensure a minimum 6 feet between people, if not possible, install barriers
- Employers must perform daily symptom assessment of employees.\*\*
- Employees must wear face coverings.
- Require employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Customers waiting to be seated must wait outside and must practice social distancing from people not in their household.

- Face coverings are recommended for guests.
- Try to seat no more than 5 unless the group is from the same household.
- Provide hand sanitizer stations.
- Post informational signs regarding social distancing, facial coverings, and what to do if symptomatic.
- Stagger or limit arrivals of employees and guests.

#### Shift Pattern

- Split into sub-teams, limit contact across sub-teams.
- Reduce pace to allow less FTEs per line.
- Stagger lunch and break times.

#### Physical Spaces/ Workstations

- Ensure a minimum of 6 feet between people; adjust floor plan for tables and booths to accommodate social distancing.
- Maximum occupancy for onsite dining must be 50% of the maximum seating capacity under normal circumstances, excluding bar seating.
- Close bar areas for seating.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
- Buffets, cafeterias, and self-serve dining facilities are closed.

- Daily deep disinfection of entire facility.
- Try to seat no more than 5 unless the group has already been together.
- Consider disposable menus and single-use utensils, cups, and plates.
- Require reservations to manage occupancy.

#### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work and follow CDC guidelines.
- Contact the local health district about suspected cases or exposures. Employers should maintain the confidentiality of employee health information.
- Shutdown any facility for deep cleaning and disinfection, if possible.
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures.
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessment should include monitoring for fever, cough and trouble breathing.

*\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), Nevada OSHA, and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.*



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## General Office Environments



### Employees and Visitors

#### Mandatory\*

- Ensure minimum 6 feet between people; if not possible, install barriers.
- Face coverings are required for all employees, unless not advisable by a healthcare professional, against documented industry best practices, or not permitted by federal or state laws/regulations. A face covering is not required if an employee is working alone in an enclosed office space.
- Employers must perform daily symptom assessment of employees.\*\*
- Require employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Limit travel as much as possible.
- Stagger arrival of all employees and guests.

#### Recommended Best Practices\*

- Reduce sharing of work materials.
- Face coverings are recommended for all customers and guests.
- Enable natural workplace ventilation.
- Health questionnaire for symptoms at entry.
- Post informational signs regarding social distancing, facial coverings, and what to do if symptomatic.
- Encourage personnel to work from home whenever possible and feasible with business operations.

### Physical Spaces

- Prohibit gatherings of 10 or more people where social distancing of at least 6 feet cannot be achieved.
- Ensure frequent disinfection of desks, workstations, and high-contact surfaces.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
- Cancel/postpone in person events when special distancing guidelines cannot be met.
- No self-serve food in cafeteria.
- Utilize disposable tableware and other materials.
- Establish maximum capacity (e.g. 50% of fire code).

- Redesign/space workstations for 6 feet or more of distance.
- Close cafeteria and gathering spaces, if possible, or conduct regular cleanings.
- Divide essential staff into groups and establish rotating shifts.
- Availability of at least 3 weeks of cleaning supplies.

### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work and follow CDC guidelines.
- Contact the local health district about suspected cases or exposures. Employers should maintain the confidentiality of employee health information.
- Shutdown any facility for deep cleaning and disinfection, if possible.
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures.
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessments should include monitoring for fever, cough, and trouble breathing.

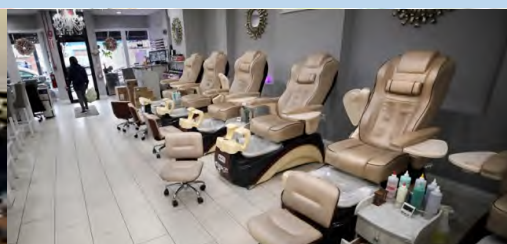
*\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), Nevada OSHA, and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.*



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Hair Care Salons



### Mandatory

#### Infection Prevention Item Checklist

- Disinfectant Concentrate outlined on [EPA List N](#), Disinfectant Container, Disinfectant Spray/Wipes, Disposable Gloves, Hand Sanitizer, Liquid Soap, Face Mask, Protective Eyewear, Spray Bottle, Storage Container (products/tools), Surface Cleaning Products, Towels (cloth/paper), Waste Container, and Water.

#### General/ Operational Salon Equipment Checklist

- Audio/Visual Equipment, Cash Registers, Credit/Debit Card Systems, Dispensary Cabinetry, Dispensary Sinks, Handwashing Stations, Lighting Equipment, Lobby Furniture, Personal Protective Equipment, Phones, Reception Computers, Reception Desks, Restroom Fixtures, Stocked Cleaning Supplies, Stocked Disinfectants, Soiled Items/Towel Bins, Towel Storage, and Washer/Dryer.
- Consult the Nevada State Board of Cosmetology for disinfection information.

#### Hair Care Salon Equipment Checklist

- Backbar, Hair Dryer Stations, Mirrors, Service Product Storage, Service Tool Storage, Service Workstations, Shampoo Chairs, and Tool/Implement Trolleys.
- Consult the Nevada State Board of Cosmetology for disinfection information.

#### Hair Care Tools & Implements

1. Disposable Item/Thrown Away After One Use:
  - a. Cotton
  - b. Cotton Swabs
  - c. End Papers
  - d. Aluminum Foils
  - e. Neck Strips
  - f. Paper Towels
  - g. Plastic Caps
  - h. Thread
2. Disinfect by Submerging, Spraying, or Wiping with Disinfectant:
  - a. Applicator Bottles
  - b. Brushes (Synthetic)
  - c. Clipper Blades/Guards
  - d. Combs
  - e. Curved Needles
  - f. Hair Clips
  - g. Hair Rollers
  - h. Measuring Instruments
  - i. Perm Rods
  - j. Product Applicator Brushes
  - k. Product Bowls
  - l. Razors
  - m. Shears
  - n. Spatula/Whisks
  - o. Spray Bottles



## Hair Care Tools & Implements

3. Disinfect by Spraying or Wiping with Disinfectant:
  - a. Blow Dryers
  - b. Clippers
  - c. Curling/Flat Irons
  - d. Timers
  - e. Trimmers
4. Launder in Washer/Dryer:
  - a. Capes/Drapes
  - b. Towels

## Steps to Maintain Disinfected Tools & Implements

1. Disposable/Thrown Away after One Use:
  - a. Once a single-use item has been used, it must be disposed of into the trash.
2. Disinfect by Submerging in Disinfectant:
  - a. Remove all visible debris.
  - b. Clean with soap and warm water.
  - c. Submerge in an EPA registered disinfectant following the label's instructions.
  - d. Rinse, dry, and store in a clean, closed container.
3. Disinfect by Spraying or Wiping with Disinfectant:
  - a. Remove all visible debris.
  - b. Clean with soap and warm water.
  - c. Spray or wipe items with an EPA registered disinfectant, so that item remains visibly wet for the recommended contact time.
  - d. Rinse, dry, and store in a clean, closed container.
4. Launder in Washer/Dryer:
  - a. Wash with detergent on hot cycle.
  - b. Dry immediately on hot cycle until completely dry.
  - c. Store in dust-free closed cabinets.

## Disinfected Equipment

- Clean and disinfect all surfaces that come in contact with consumers, following the manufacturer's directions, as product contact times and other factors may impact a product's effectiveness.
- Consult the Nevada State Board of Cosmetology for disinfection information.

## Additional Protocols

- Require regular handwashing upon arrival, before meals and breaks, after using the restroom, blowing nose and before returning home.
- Post informational signs regarding social distancing, facial coverings and what to do if symptomatic.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).

Prior to Phase 1, all businesses providing aesthetic services and spas were closed as [non-essential businesses](#). In Phase 1, the only such businesses that are allowed to re-open are hair salons, nail care salons and barber shops that are licensed by the Nevada Board of Cosmetology or the State Barber's Health and Sanitation Board. These businesses must follow the strict guidance set forth under [Section 16 of Emergency Directive 018](#) and the guidance issued by their respective licensing boards. All other businesses providing aesthetic services, including skin care services, and spas remain closed. There's more information on business that will remain closed in our Phase 1 reopening guidance [here](#).

There has been some confusion about whether certain prohibited services (facials, waxings) can be performed in a facility allowed to open (e.g., hair or nail salon). For clarity, if a type of business has not been opened in Phase 1, that particular activity is not allowed to be provided at a business that has explicitly been open. For example, a hair or nail salon that has been allowed to open in Phase 1 under certain criteria and guidelines, may NOT also allow facials or other prohibited activities continue just because they are open for hair or nail care services.

*\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), Nevada OSHA, Nevada Board of Cosmetology, and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.*



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Nail Care Salons



### Mandatory\*

#### Infection Prevention Item Checklist

- Disinfectant Concentrate outlined on [EPA List N](#), Disinfectant Container, Disinfectant Spray/Wipes, Disposable Gloves, Hand Sanitizer, Liquid Soap, Face Mask, Protective Eyewear, Spray Bottle, Storage Container (products/tools), Surface Cleaning Products, Towels (cloth/paper), Waste Container, and Water.

#### General/ Operational Salon Equipment Checklist

- Audio/Visual Equipment, Cash Registers, Credit/Debit Card Systems, Dispensary Cabinetry, Dispensary Sinks, Handwashing Stations, Lighting Equipment, Lobby Furniture, Personal Protective Equipment, Phones, Reception Computers, Reception Desks, Restroom Fixtures, Stocked Cleaning Supplies, Stocked Disinfectants, Soiled Items/Towel Bins, Towel Storage, and Washer/Dryer.
- Consult the Nevada State Board of Cosmetology for disinfection information.

#### Nail Care Salon Equipment Checklist

- Hot Towel Machines, Manicure Stations, Paraffin Warmers, Pedicure Chairs, Pedicure Stations, Polish Swatches, and UV/LED Lights.
- Consult the Nevada State Board of Cosmetology for disinfection information.

#### Nail Care Tools & Implements

1. Disposable Item/Thrown Away After One Use:
  - a. Aluminum Foils
  - b. Cotton
  - c. Disposable Product Applicators
  - d. Nail Buffers
  - e. Nail Files
  - f. Orangewood Sticks
  - g. Foot Files
  - h. Pumice Stones
  - i. Sanders and Sleeves for Drills
2. Disinfect by Submerging, Spraying, or Wiping with Disinfectant:
  - a. Cuticle Pushers
  - b. Dappen Dishes
  - c. Drill Instrument Heads
  - d. Finger Bowls
  - e. Nail Clippers
  - f. Nail Nippers
  - g. Nail Tip Cutters
3. Disinfect by Spraying or Wiping with Disinfectant:
  - a. Nail Brushes
  - b. Electric Drills
  - c. Nail Enhancement Brushes
  - d. Pedicure Bowls
  - e. UV/LED Lights
4. Launder in Washer/Dryer:
  - a. Towels

## Steps to Maintain Disinfected Tools & Implements

1. Disposable/Thrown Away after One Use:
  - a. Once a single-use item has been used, it must be disposed of into the trash.
2. Disinfect by Submerging in Disinfectant:
  - a. Remove all visible debris.
  - b. Clean with soap and warm water.
  - c. Submerge in an EPA registered disinfectant following the label's instructions.
  - d. Rinse, dry, and store in a clean, closed container.
3. Disinfect by Spraying or Wiping with Disinfectant:
  - a. Remove all visible debris.
  - b. Clean with soap and warm water.
  - c. Spray or wipe items with an EPA registered disinfectant, so that item remains visibly wet for the recommended contact time.
  - d. Rinse, dry, and store in a clean, closed container.
4. Launder in Washer/Dryer:
  - a. Wash with detergent on hot cycle.
  - b. Dry immediately on hot cycle until completely dry.
  - c. Store in dust-free closed cabinets.

---

## Disinfected Equipment

- Clean and disinfect all surfaces that come in contact with consumers, following the manufacturer's directions, as product contact times and other factors may impact a product's effectiveness.
- Consult the Nevada State Board of Cosmetology for disinfection information.

---

## Additional Protocols

- Require regular handwashing upon arrival, before meals and breaks, after using the restroom, blowing nose and before returning home.
- Post informational signs regarding social distancing, facial coverings and what to do if symptomatic.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).

Prior to Phase 1, all businesses providing aesthetic services and spas were closed as [non-essential businesses](#). In Phase 1, the only such businesses that are allowed to re-open are hair salons, nail care salons and barber shops that are licensed by the Nevada Board of Cosmetology or the State Barber's Health and Sanitation Board. These businesses must follow the strict guidance set forth under [Section 16 of Emergency Directive 018](#) and the guidance issued by their respective licensing boards. All other businesses providing aesthetic services, including skin care services, and spas remain closed. There's more information on business that will remain closed in our Phase 1 reopening guidance [here](#).

There has been some confusion about whether certain prohibited services (facials, waxings) can be performed in a facility allowed to open (e.g., hair or nail salon). For clarity, if a type of business has not been opened in Phase 1, that particular activity is not allowed to be provided at a business that has explicitly been open. For example, a hair or nail salon that has been allowed to open in Phase 1 under certain criteria and guidelines, may NOT also allow facials or other prohibited activities continue just because they are open for hair or nail care services.

*\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), Nevada OSHA, Nevada Board of Cosmetology, and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.*



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Real Estate/Leasing



Pursuant to Section 6 of Declaration of Emergency Directive 013, open house showings, and in-person showings of single family and multi-family residences currently occupied by renters of real estate on the market for sale, are prohibited until May 15, 2020. The provision does not prohibit the use of existing three-dimensional (3-D) interactive property scans, virtual tours, and virtual staging to showcase a property, and it allows, but does not require, the tenant to agree to provide photos, videos, or other virtual access to the property owners for this use. Additionally, Section 6 of the Declaration of Emergency Directive 013 provides that real estate professionals engaged in real estate sales during the state of emergency shall adopt precautionary measures and COVID-19 risk mitigation practices to minimize the risk of spreading the disease and are encouraged to avoid in-person transactions and services to the extent practicable. The provisions set forth in Section 6 of the Declaration of Emergency Directive 013 shall not be construed to limit the sales of real estate during the state of emergency.

### **Team Member Guidance:**

- **Team Member Safety:**

- Your team members must be able to work safely in the community and must observe the Centers for Disease Control (CDC) guidelines **at all times**. Full CDC guidance can be found [here](#).
- Consider reminding your team that working outside their home continues to be voluntary.
- If your team members are healthy, not in a high-risk category, able and willing to support your team, and support customers face-to-face, consider allowing them to do so. For those team members that cannot do so, consider no consequences, no repercussions, and no retaliation against them.
- Encourage open dialogue with your team members and ensure proper record keeping regarding the communication.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Remind your team to practice social distancing by keeping six (6) feet of separation between themselves and others.
- Post informational signs regarding social distancing, facial coverings and what to do if symptomatic.



- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.). Use disinfectants outlined on [EPA List N](#).
- Empower sales agents to cancel appointments and request cleaning or disinfecting if she/he ever feels unsafe in a sales office.
- **Team Members Age 65 Years or Older or Have a Personal Immune or Respiratory Health Condition:**
  - Based on currently available information and clinical expertise, the CDC states that older adults (65 years and above) and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19.
  - Due to that, consider allowing those who are age 65 or older to work virtually from home until conditions change. Prepare for your sales agents that are in this category to not work on-site at the sales offices or models. The same provisions should apply to sales agents of any age who have respiratory, heart, kidney, liver, diabetes or other immune-compromised (e.g. cancer) health conditions.
- **Follow State and Local Authority Requirements at All Times:**
  - There are state and local laws and ordinances, specific to each city or county in some cases, that determine whether and under what circumstances we can perform elements of our business. You must know, understand, and follow these requirements, with help from your regional counsel. These requirements can include but are not limited to:
    - Signage;
    - Cleaning schedules;
    - Personal protective equipment; and
    - Other things specific to an area.
- **Daily Confirmation from Agents/Team Members at New Developments:**
  - You should consider having your team members email their Owner Developer, Broker and/or Office Manager confirming their willingness to volunteer to work at their assigned community and that they are healthy and symptom-free of COVID-19. Owner Developer, Broker and/or Office Managers should save all the daily emails in a virtual or physical folder to maintain records.
  - The following questions should be answered by your team members in the daily email:
    - Please confirm that their decision to work at a physical sales model/office location is completely voluntary.
    - Are they and everyone in their home feeling well? No respiratory illness or any flu-like symptoms or a fever? And, no current quarantine orders?
    - Do they know if they or an immediate family/friend have been exposed to COVID-19?
    - Based on CDC recommendation for those that are at higher risk, confirm that they are under the age requirement and exempt from any of these health conditions.

#### **Sales Office and Model Home Guidance:**

- **Number of People Allowed:**
  - Staff accordingly, but not excessively. In some cases, for larger communities it may be necessary to have more than one agent on-site. However, the overall number should be limited to maintain safe social distancing practices.

- Sales partners must make their best efforts to not set customer appointments on the same day in order to minimize the number of unique people in the space during that day. If this can't be avoided, a full cleaning of the space must be conducted in between showings – whether on the same day or not.
- Customers are limited to two (2) individuals at a specific appointment, plus one (1) engaged broker/realtor, and only if allowed under local rules. At no time, should there be more than four (4) individuals (may be limited to three (3) in certain jurisdictions) in a sales model at any given time. Children under 12 years of age should not be allowed in sales offices or models at any time.
- All visitors to the sales offices/models must sign-in. A record of each appointment or visit should be made.
- Social distancing must always be maintained.
- If a customer arrives unannounced, a sales agent may proceed to make a “real-time” appointment as long as the above rules are followed, the new appointment will not conflict with a previously scheduled appointment, and only if the customer (and broker/realtor, if applicable) properly answers the questions listed below under “Customer Questions Prior to Appointment.” The space they are viewing should also be cleaned prior to showing.

- **Meeting with Customers at Communities:**

- Based on the size of offices, please avoid using them during this period of adjusted protocols. Instead, sales agents may want to send their customers through the sales office entrance, topography maps, and touchscreens (if applicable) directly to the model homes, and/or utilize the following social distancing and cleanliness best practices:
  - If you utilize a touch screen, please take the lead and use this tool to show your customers different features of the models. Please ask the customer to refrain from touching the screen directly as you will operate the device for them.
  - Set-up a make-shift desk area using the dining tables and/or kitchen and bar counters in the models to accommodate six (6) feet of social distancing.
  - Consider using an online program for completing sales contracts. Avoid physical sharing of pens, paper, or other objects during your appointments.
  - Continue with prior protocol of social distancing, no handshakes, or any other type of physical contact.
  - In some locations, local authorities have recommended that individuals wear face covers (masks) when in public places. For sales agents in these areas, please follow local recommendations and wear face coverings while at your community sales models meeting customers. In other jurisdictions where local authorities have not made face mask requests, you should still encourage your team members to wear facial coverings. **REMINDER** –Based on the above CDC recommendations, sales representatives and RSM's should follow all **Disinfecting Protocols** at their respective communities.

- **Customer (and Broker/Agent, if applicable) Questions Prior to Appointment:**

- Prior to a customer/broker visiting the community, the sales agent should send an email inquiring:
- If the customer/broker has had any illness, exposure to the illness or been subject to a quarantine, then the sales counselor should postpone the appointment immediately and reschedule to a later date.
- If the sales agent has reason to doubt the accuracy of the response(s), she/he can do the same.

- Sales agent should always communicate the decision to reschedule in a calm and professional manner with all customers. In the event a sales counselor needs to postpone an appointment, a sample response is: "In the best interests of everyone's health, let's schedule an appointment for you in a couple of weeks (14 days), or perhaps we can conduct a virtual appointment for you?"
- The responsive email(s) from the customer/broker answering the questions below should be saved for record keeping purposes.

*\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.*



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Retail & Consumer Services



### Mandatory\*

### Recommended Best Practices\*

#### Employees

- Ensure minimum 6 feet between people; if not possible, install barriers.
- Face coverings are required for all employees, unless not advisable by a healthcare professional, against documented industry best practices, or not permitted by federal or state laws/regulations.
- Employers must perform daily symptom assessment of employees.\*\*
- Require employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Clean high-touch items after each use (e.g. carts, baskets).

- Group employees by shift to reduce exposure.
- Place hand sanitizer stations in high-contact locations.
- Post information signs regarding social distancing, facial coverings, and what to do if symptomatic.

#### Customers & Guests

- Ask customers and guests not to enter symptomatic.
- Stagger entry of customers and guests.

- Face coverings are recommended while shopping or visiting.
- Health questionnaire for symptoms at entry point.
- Provide face coverings upon entry.
- Where possible, accept customers by appointment only.
- Consider suspending return policies.
- Place hand sanitizer stations in high-contact locations.
- Specify hours for at-risk populations (e.g., elderly).

#### Physical Spaces

- Ensure minimum 6 feet between people; if not possible, install barriers.
- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
- Discontinue self-service food stations, product samples.
- Establish maximum occupancy of 50% of fire code.
- Food courts remained closed.

- Close once a week for deep cleaning.
- Maximize available checkout space to promote social distancing (e.g. space customer lines with floor markers, use alternative registers).
- Use contactless payments where possible.
- Increase capacity for delivery and curb-side pickup.
- Clean merchandise before stocking.

#### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work and follow CDC guidelines.
- Contact the local health district about suspected cases or exposures and employers should maintain the confidentiality of employee health information.
- Shutdown any facility for deep cleaning and disinfection, if possible
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures.
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessment should include monitoring for fever, cough and trouble breathing.

\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.



NEVADA  
HEALTH  
RESPONSE

# Roadmap to Recovery for Nevada

## Transportation, Couriers & Warehousing



### Employees, Customers & Guests

#### Mandatory\*

- Employers must perform daily symptom assessment of employees.\*\*
- Direct employees to stay home if symptomatic.
- Require frequent and thorough hand washing, including providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand sanitizer.
- Ensure a minimum of 6 feet of social distancing between people; if not possible, install barriers.
- Face coverings are required for all employees.

#### Recommended Best Practices\*

- Face coverings are required for employees and recommended for guests.
- Provide PPE such as gloves and hand sanitizer.
- If possible, implement procedures so customers do not have to sign for deliveries.
- Post informational signs regarding social distancing, facial coverings, and what to do if symptomatic.

### Shift Pattern

- Maintain a 1:1 ratio and require face coverings for in-cab/on training of new drivers.

- Stagger breaks in warehouses and truck driving schools to discourage congregation.
- If possible, reduce slip-seating and keep drivers in a specific truck. If drivers must share a truck, high touch areas in the cab should be cleaned between shifts.

### Physical Spaces/ Trucks/ Workstations

- Daily deep disinfection of high contact surfaces (e.g. door handles, light switches, seats, railings, cabinetry handles, appliance handles, toilets, countertops, phones, tables, etc.).
- Ensure a minimum of 6 feet of distancing in office spaces.
- Mechanics will clean truck after service is completed.
- Disinfect the high touch areas inside the truck cab.
- Shared equipment must be cleaned and disinfected between each user.

- Encourage employees to clean their cabs/workstations periodically.
- Establish a regular truck, office and warehouse cleaning schedule.

### Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work and follow CDC guidelines.
- Contact the local health district about suspected cases or exposures. Employers should maintain the confidentiality of employee health information.
- Shutdown any facility for deep cleaning and disinfection, if possible.
- Use disinfectants outlined on [EPA List N](#).

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/notifications.
- Once testing is readily available, test all suspected infections or exposures.
- Following testing, contact local health department to initiate appropriate care and tracing.

\*\*Daily symptom assessment should include monitoring for fever, cough and trouble breathing.

\*These recommendations were compiled based on guidance from the CDC, the U.S. Food and Drug Administration (FDA), [Nevada OSHA](#), and other relevant agencies for the industry and public health officials, including state licensing boards. The information provided is only intended as general information to the public. Following these guidelines does not constitute, and is not a substitute for, compliance with all laws and regulations applicable at any particular time. Individuals and businesses are responsible to ensure that they comply with all laws and regulations that apply to them, including, but not limited to, federal and state health and safety requirements. Additionally, compliance with these regulations does not ensure against the spread of infections from COVID-19 or any other cause.



Steve Sisolak  
Governor of Nevada



# Roadmap to Recovery for Nevada

## **Guidelines and Protocols for Individuals and Businesses**

The Statewide Standards and Business Guidelines set forth in this document were developed with the Local Empowerment Advisory Panel (LEAP) to advise individuals, employers, and businesses through Phase 1.

Steve Sisolak  
Governor of Nevada



# Phase One

**Guidelines and Protocols for Reopening**



Steve Sisolak  
Governor of Nevada

# Phase One

## Statewide Standards: Individuals

**FACE COVERINGS** are strongly encouraged in public and when around persons from other households.

All Nevadans are encouraged to continue **STAYING AT HOME** and limit trips outside of their homes as much as practicable to mitigate the spread of COVID-19.

**ALL VULNERABLE INDIVIDUALS** should continue to shelter in place. Members of households with vulnerable residents should be aware that by returning to work or other environments where distancing is not practical, they could carry the virus back home. Precautions should be taken to isolate from vulnerable residents.

**VISITS TO SENIOR LIVING FACILITIES**, long-term care facilities, nursing homes and hospitals should continue to be prohibited.

If tested positive for COVID-19, an individual must **QUARANTINE** and stay at home for two weeks.

If determined to be a **CONTACT OF AN INDIVIDUAL** who tested positive for COVID-19, an individual must quarantine and stay at home for two weeks, or until a negative test result has been received.

Maintain at least **SIX FEET OF SOCIAL DISTANCING** per person for non-household members at all times.

**FACE COVERINGS** are strongly encouraged when in public and when around persons from other households.

Nevadans must continue to **LIMIT PUBLIC & PRIVATE GATHERINGS TO 10** or fewer people, unless individuals live in the same household.

**AVOID NON-ESSENTIAL TRAVEL** and adhere to self-quarantine and monitor health for 14 days after arriving or returning to Nevada.

**UNSAFE HOMES:** Individuals whose homes/residences are unsafe or become unsafe, such as victims of domestic violence, are expressly permitted and urged to leave their homes and stay at a safe alternative location

THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH  
RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.





Steve Sisolak  
Governor of Nevada

# Phase One

## Statewide Standards: Requirements for Businesses & Employers

All essential and non-essential businesses opening or continuing operations in Phase One must adopt measures promulgated by the Nevada State Occupational Safety and Health Administration (**NV OSHA**) to minimize the risk of spread of COVID-19, including social distancing and sanitation measures, and abide by all other guidance promulgated pursuant to the Phase One directive.

All employers shall require employees who interact with the public to wear **FACE COVERINGS**, to the maximum extent practicable.

THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH  
RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.



Steve Sisolak  
Governor of Nevada

# Phase One

## Statewide Standards: Guidance for Businesses & Employers

***All businesses and employers are encouraged to adopt and/or take the following actions:***

Businesses should encourage customers to wear **FACE COVERINGS**.

Continue to encourage **TELEWORK**, whenever possible and feasible with business operations.

If possible, have employees **RETURN TO WORK IN PHASES**.

**CLOSE COMMON AREAS** where personnel are likely to congregate and interact, or enforce strict social distancing protocols.

Follow guidance from the **NEVADA LABOR COMMISSIONER** regarding sick leave policies.

Strongly consider **SPECIAL ACCOMMODATIONS** for employees who are members of a vulnerable population.

Consider encouraging employees to do a **SELF-ASSESSMENT** each day in order to check if they have any COVID-19 type symptoms (fever, cough or shortness of breath).

Remind employees to **STAY HOME WHEN SICK**, use cough and sneeze etiquette, and practice hand hygiene.

Frequently perform enhanced **ENVIRONMENTAL CLEANING** of commonly touched surfaces.

**Social Distancing & Sanitation Practices in Businesses** - All businesses should consider proactive measures to help protect staff and customers, including but not limited to:

- *Implementing separate operating hours for the elderly and vulnerable customers.*
- *Designating with signage, tape or by other means, six feet of spacing for employees, customers, clients or members to maintain appropriate distance.*
- *Having hand sanitizer, and sanitizing products, readily available for employees and customers.*



Steve Sisolak  
Governor of Nevada

# Phase One

## Businesses that will REMAIN CLOSED through Phase One

- Nightclubs
- Bars, pubs and taverns that do not have a license to serve food
- Gyms & fitness facilities, including health clubs, yoga, barre and spin facilities
- Entertainment and recreational activity venues:
  - Recreation and community centers, including public pools
  - Sporting event venues
  - Live entertainment venues, including theaters
  - Cinemas
  - Movie theatres (except drive-in movie theaters)
  - Racetracks
  - Zoos
  - Aquariums
  - Bowling centers
  - Skiing facilities
  - Theme parks
  - Amusement parks
  - Miniature golf
  - Arcades and other amusement venues
- Brothels and houses of prostitution
- Adult entertainment establishments
- Spas
- Aesthetic service establishments, with the exception of nail, hair salons and barber shops
- Body art and body piercing establishments

### **GAMING ESTABLISHMENTS:**

**Gaming will NOT reopen in Phase One. Gaming operations, not including licensed online gaming or mobile wagering operations, remain closed through Phase One. The Gaming Control Board will promulgate guidance for a phased and incremental resumption of gaming operations.**



Steve Sisolak  
Governor of Nevada

# Phase One

## Businesses & Entities that will CONTINUE OPERATING under pre-Phase One standards

**RECREATIONAL AREAS:** Local governments shall continue limiting the general public's use of shared recreational equipment, including playground equipment, basketball courts, volleyball courts, baseball fields, beaches, or football fields, in a manner that causes the congregation of ten or more persons in a manner contrary to best COVID-19 disease mitigation social distancing practices.

Golf, tennis, and pickleball activities can continue to operate as long as they comply with social distancing, sanitation, and other requirements intended to prevent the spread of COVID-19.

**NEVADA STATE PARKS**, if open, are limited to day use only.

Beverage production facilities (e.g. **BREWERIES, DISTILLERIES, & WINERIES**) without food service options may remain open for the manufacture of product and can continue curbside and/or pick-up operations. **NO** serving for consumption on the premises.

**DRIVE UP RELIGIOUS SERVICES** continue to be permitted, as long as congregants stay in a vehicle and maintain at least 6 feet of social distance from people not in their household.

Grocery stores will still **NOT BE ALLOWED TO OFFER SELF-SERVE FOOD OPTIONS**, like salad bars and unpackaged dry goods, like nuts, seeds, coffee, etc. Stores can still pre-package these items themselves and sell them, but they can no longer remain open for self-service.

---

**Transportation:** Transportation, paratransit, vehicle rental services, taxis, transportation network companies (such as Uber and Lyft), marinas, docks, boat storage, and other private, public and commercial transportation and logistics providers may continue to be open and operate subject to strict social distancing requirements. They must continue to adhere to all rules set forth by their appropriate regulatory authority.

**Professional Services and Other General Office Environments:**

Professional services, such as legal services, accounting services, and real estate services should be conducted virtually or by telephone whenever possible. Staff should be encouraged to continue to work from home as much as possible, or return to work in phases. See additional guidance from the LEAP.

**State and Local Government:**

State offices currently closed to the public will remain closed to the public during Phase 1. This excludes law enforcement, public safety, first responders, public works, and essential government employees. Local governments have the authority to determine the timeline for reopening offices currently closed to the public.



**Steve Sisolak**  
Governor of Nevada

# Phase One

## Businesses that may REOPEN with restrictions

### **RESTAURANTS:**

- Restaurants are strongly encouraged to continue curbside, delivery, and/or pickup operations.
- Restaurants are allowed to open dine-in under strict social distancing requirements:
  - Self-service stations (salad bars, beverage stations, etc.) are NOT permitted
  - Restaurants shall require employees to wear face coverings and should encourage customers to wear face coverings, to the maximum extent practicable
  - In-person or on-premises dining is limited to no more than 50% of available seating capacity, excluding bar seating (table and bar top seating).
  - Reservations should be required when practicable to better achieve social distancing requirements
  - Tables or available booths must be spaced at least 6 feet apart.
  - Bar tops & bar areas within restaurants remain closed (can serve drinks at table)
  - If waiting to be seated, patrons must wait outside and practice social distancing.

**PUBS, WINERIES, BARS & BREWERIES that serve food** can continue curbside, pick-up, and/or carry out operations. If the establishment is licensed to and serves food in a restaurant-like setting, it may open up to do so based on general restaurant restrictions (above) with bar-tops and bar areas closed to drinking and eating

### **BARBER SHOPS, HAIR SALONS & NAIL SALONS**

Barber Shops, hair salons & nail salons may open under strict social distancing requirements:

- Partitions or walls between each chair/workstation are strongly encouraged.
  - If there are partitions or walls between each chair/workstation, then each chair/workstation can be used at any given time.
  - If there are no partitions or walls between each chair/workstation, the business must only use every other chair/workstation or arrange seating to be at least 6 feet apart to create separation and achieve social distancing.
- Services shall be provided by appointment only.
- Customers waiting for appointment must wait outside and practice social distancing.
- Stylists, technicians, barbers and other employees must wear face coverings. Customers or clients should wear face coverings to the extent practicable.



Steve Sisolak  
Governor of Nevada

# Phase One

## Businesses that may REOPEN with restrictions

### **RETAIL BUSINESSES:**

*\*\*\*ALL retail businesses – regardless as to whether they were defined as “essential” or “non-essential” in previous directives – must abide by the Phase 1 Statewide Standards for retail businesses below and listed in the Phase 1 directive.\*\*\**

*Businesses shall require employees who interact with the public to wear face coverings and should encourage customers to wear face coverings, to the extent practicable.*

- Retail businesses are strongly encouraged to promote and continue online or call-in ordering, curbside, delivery, and/or pickup operations.
- Retail businesses are strongly encouraged to consult and implement industry best practices.
- Retail businesses shall limit the number of customers in their facility at any given time to no more than 50% of allowed occupancy based on applicable fire code.
- Appliance, furniture, and home furnishing showrooms may reopen; must not exceed 50% of allowed occupancy based on applicable fire code.

### **Malls:**

- Open air malls may open with strict social distancing requirements.
- Indoor malls remain closed to the public, but may establish an outdoor curbside or pick-up operation to the extent practicable, following strict social distancing requirements.

### **Automobile, ATV, Recreational Vehicle Dealers:**

Encourage appointment only; test drives allowed if only customer or customer household member(s) - no dealership representative in/on the vehicle; showroom areas open to the public must not exceed 50% of allowed occupancy based on applicable fire code.

### **Entertainment:**

- Drive-in movie theatres may resume operations provided that they follow strict social distancing protocols.

### **CANNABIS:**

*Under the Governor's previous executive order, retail cannabis dispensaries were able to offer curbside sales. Under the Phase 1 directive, that will be expanded to include the ability to conduct in-store sales under the following guidance from the Marijuana Enforcement Division / Cannabis Compliance Board:*

- Retail cannabis dispensaries are encouraged to continue curbside, delivery and pick-up operations.
- May conduct in-store sales after submitting plan and receiving approval from the Marijuana Enforcement Division. Must adhere to strict social distancing requirements.
  - Retail businesses shall limit the number of customers in their facility at any given time to no more than 10 customers or 50% of allowed occupancy based on applicable fire code; whichever is fewer.
  - Consultations virtually or by phone / email whenever possible.
- Employees will be required to wear face coverings; facilities must turn away any customer refusing to wear a face covering.



Steve Sisolak  
Governor of Nevada

# Phase One

## Local Empowerment

***Local Government and businesses can impose stricter social distancing requirements than the statewide standards***

In line with the federally supported, state managed and locally executed response and recovery plan, **COUNTY GOVERNMENTS** are empowered to tailor specific restrictions on business and public life, as long as those restrictions do not go below the strict standards the state issues in the Phase 1 reopening standards.

**BUSINESSES** are empowered to impose stricter social distancing requirements than the statewide standards, as they deem necessary or appropriate.

Local governments are **EMPOWERED TO ENFORCE** the provisions of this Directive, including the intent, and are strongly encouraged to consult the guidance developed by the Local Empowerment Advisory Panel (LEAP).

# EXHIBIT E



# **EXHIBIT F**

# EXHIBIT G



LAW OFFICES  
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

Michael T. Schulman, Esq.  
mschulman@wrslawyers.com

LV4630-004

April 17, 2020

**VIA ELECTRONIC MAIL**

Starr Surplus Lines Insurance Company  
Claims Department  
399 Park Ave., 8<sup>th</sup> Floor  
New York, NY 10022  
StarrPoolClaims@starrcompanies.com

Re: *Notice of Insurance Claim*  
Commercial Property Policy No. SLSTPTY11245819  
Policy Period: 12/15/19 – 12/15/20  
Named Insured: JGB Vegas Retail Lessee, LLC

Dear Starr Surplus Lines Claims Department:

My office has been retained as legal counsel for JGB Vegas Retail Lessee, LLC (“JGB”), the named insured under your Commercial Property Insurance Policy, which includes, among other coverages, Business Income and Extra Expense coverages, bearing policy number SLSTPTY11245819, with a policy period effective between December 15, 2019 and December 15, 2020. In connection with the recent shutdowns, closures, and other directives, we are writing to tender a claim on behalf of JGB under the aforementioned Commercial Property Insurance Policy for lost business income, extra expense, and whatever other coverages are available.

Nothing contained herein should be construed as a waiver of any rights or relief that the named insured has under the aforementioned Policy, all of which are expressly reserved.

///

///

///

///

///

4051405.1

11400 West Olympic Boulevard, 9th Floor, Los Angeles, California 90064-1582  
Tel 310.478.4100 Fax 310.479.1422  
www.wrslawyers.com  
Los Angeles • Las Vegas • Reno

**PA 0323**

Starr Surplus Lines Insurance Company  
Claims Department  
April 17, 2020  
Page 2

Please let us know if you have any questions. Otherwise, we look forward to promptly hearing from the Starr Surplus Lines adjuster assigned to this claim.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

*/s/ Michael T. Schulman*

MICHAEL T. SCHULMAN

AMW:mnw

# EXHIBIT H



LAW OFFICES  
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

Royi Moas, Esq.  
rmoas@wrslawyers.com

LV4630-004

April 22, 2020

**VIA EMAIL ONLY**

Serena J. Larson  
Sr. Executive General Adjuster  
Sedgwick  
Riverside, CA  
serena.larson@sedgwick.com

**Re: STARR Commercial Property Policy No. SLSTPTY11245819**  
Policy Period: 12/15/19 – 12/15/20  
Named Insured: JGB Vegas Retail Lessee, LLC

Dear Ms. Larson:

As a follow up to our call on Monday, in early March, 2020 Governor Steve Sisolak declared a state of emergency in Nevada under the Emergency Management Act. *See* [http://gov.nv.gov/News/Emergency\\_Orders/Emergency\\_Orders/](http://gov.nv.gov/News/Emergency_Orders/Emergency_Orders/). On March 17, 2020, Governor Sisolak ordered the general public to cease gathering at certain establishments, effective March 17, 2020, at 11:59 p.m. until April 16, 2020. **By noon on March 18, 2020, in accordance with the Governor's Orders the insured's property was closed to the general public.** On March 20, 2020, Governor Sisolak furthered ordered all non-essential businesses in the state to close effective until April 16, 2020, and then on March 31, 2020, Governor Sisolak extended the closure of non-essential businesses and all Emergency Directives until April 30, 2020. Please let us know if this information is sufficient for a date of loss, and what other information you need for your file at this time, while we continue putting together the leases and financials we discussed.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

/s/ Royi Moas

ROYI MOAS, ESQ.

RM/aw

3556 E. Russell Road, 2nd Floor, Las Vegas, Nevada 89120-2234  
Tel 702.341.5200 Fax 702.341.5300  
[www.wrslawyers.com](http://www.wrslawyers.com)  
Los Angeles • Las Vegas • Reno

**PA 0326**

# EXHIBIT I



Cell (951) 789-9889

E-mail [serena.larson@sedgwick.com](mailto:serena.larson@sedgwick.com)

*April 27, 2020*

JGB Vegas Retail Lessee, LLC  
3645 Las Vegas Blvd S, Unit 101  
Box 172  
Las Vegas, NV 89109

Insured : JGB Vegas Retail Lessee, LLC  
Policy No. : SLSTPTY11245819  
Policy Period : December 15, 2019 to December 15, 2020  
STARR Claim No. : STP 16932  
Location of Loss : Various Locations as identified on SOV  
Date of Claim : March 18, 2020- 12 Noon

Dear Sirs:

As you know from our discussions with your counsel representatives, “Sedgwick” is retained as the third party adjuster to assist with the investigation and adjustment of the claims presented by JGB Vegas Retail, LLC (“JGB”) to STARR Surplus Insurance Company (“STARR”) under the policy referenced above. “JGB” provided notice of potential loss of revenue, extra expenses and other coverages as available pursuant to the Governor’s order as referenced below:

On March 17, 2020, Governor Sisolak ordered the general public to cease gathering at certain establishments, effective March 17, 2020, at 11:59 p.m. until April 16, 2020.

**By noon on March 18, 2020, in accordance with the Governor’s Orders the insured’s property was closed to the general public.** On March 20, 2020, Governor Sisolak furthered ordered all non-essential businesses in the state to close effective until April 16, 2020, and then on March 31, 2020, Governor Sisolak extended the closure of non-essential businesses and all Emergency Directives until April 30, 2020.

As explained during the call, we look to you to present your claim so that we can review how the policy might respond.





At this time, STARR Surplus Insurance Company reserves all rights and defenses under the Policy. By that, I mean that any investigation undertaken by any of “STARR’s” employees, representatives, adjusters, agents, accountants, or attorneys shall not be construed to be a waiver of any of the terms, provisions, conditions, limitations or exclusions of the Policy, including the right to deny coverage. “STARR” specifically reserves itself the right to make all coverage decisions with respect to your claim, and the only authorized communications concerning coverage are those conveyed in writing signed by “STARR” or expressly stating that the writing has been authorized by “STARR.” Neither Sedgwick nor any consultants which may be retained by “STARR” have the authority to interpret the Policy for “STARR” or otherwise decide coverage for it.

Neither by this letter nor by any other actions of any of “STARR” and/or its authorized agents, adjusters, or representatives should “STARR” be prevented via waiver or estoppel from relying upon any term, condition, limitation, and/or exclusion in the Policy, all of which are expressly reserved. You are further notified additional policy provisions or language will be notated at a future date once we better understand what is being claimed.

To further our review, a detailed Request for Information is attached to this letter. Thank you for your prompt reply. Please send all items electronically as employees are working exclusively remotely. I would suggest a share site be created to ease the transmission of documents.

Sincerely,

Serena Larson. AIC CPCU  
*Senior Executive General Adjuster*  
p. 951,789.9889  
e. [serena.larson@sedgwick.com](mailto:serena.larson@sedgwick.com)

CC: Counsel

Enclosures: Location Listing, RFI

1. Provide a detailed list of all affected or claimed Loss Locations.
2. Please specify whether you are claiming direct physical loss of or damage to real property, personal property, stock and supplies, and/or merchandise.
3. If you are claiming direct physical loss of or damage to insured property, please explain the nature of that physical loss or damage.
4. Has there been a confirmed case of COVID-19 at any of the properties identified above.
  - a. If so, please provide all relevant details including, but not limited to, the identity of that person and when that person was present at the insured property.
5. Have the insured locations been tested for the presence of COVID-19?
  - a. If so, please provide all relevant details including, but not limited to, when the property was tested, which organization tested the property, and any reports prepared by that organization confirming the conclusions of their investigation/testing.
6. Is your business fully closed?
  - a. If so, on what date did it fully close?
7. Has your business reduced its hours of operation?
  - a. If so, please explain the nature of this partial operation including, but not limited to, whether your business is operating with reduced staff, whether your operation is open for pickup and/or deliveries?
  - b. If so, please advise when the reduction in operation began?
8. Please advise what is required to resume full operation of your business?
9. Please advise what is required to resume partial operations?

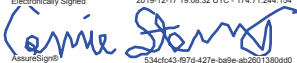
10. What is your total estimated loss?
  - a. Please separately allocate the amount of your claimed physical damage and business interruption.
11. Has ingress or egress to your business been physically prevented, either partially or totally, and if so, provide an explanation as to how and why?
12. Is there a state or city order impacting your business operations?
  - a. If so, please provide a copy of the order.
13. Have any suppliers or customers been prevented from providing or receiving goods, services or information as a result of COVID-19?
  - a. If so, please identify the supplier and/or customer, explain how that supplier or customer's property was damaged, and explain how that damage prevented:
    - i. Your supplier from providing you goods or services, or
    - ii. Your customer from accepting your goods or services.
14. Please provide a copy of the Rent Roll for all affected locations- from January 2020 through current. Include all CAM operating expenses.
15. Please provide copies of all leases for claimed businesses.
16. Please provide copies of any correspondence from any tenants advising of their intent to pay or forego rent obligations.
17. Please provide copies of any letter to tenants relative to their ongoing lease obligations.
18. Please provide any additional information relevant to your claim.

*We reserve the right to amend or add to this list at any time to advance our understanding of the claim as submitted. Thank you.*

## JGB Vegas Retail Lessee LLC

Loc. #	Bldg #	Location	Bldg Description	Building Value	BPP	Business Income	Sq Feet	Year Built	Stories	Const.	Sprinklers	Roof Type
1	1	3627 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg A-1	\$600,000		\$438,000	1500	2015	1	Metal	Yes	Flat Metal
1	2	3639 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg A-2	\$2,520,000		\$1,300,093	6300	2015	1	Metal	Yes	Flat Metal
1	3	3615 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg C-1	\$1,160,000		\$1,602,445	2900	2015	1	Metal	Yes	Flat Metal
1	4	3623 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg C-2	\$2,720,000		\$1,423,035	6800	2015	1	Metal	Yes	Flat Metal
1	5	3631 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg D-1	\$1,680,000		\$1,342,539	4200	2015	1	Metal	Yes	Flat Metal
1	6	3641 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg D-2	\$1,800,000	\$250,000	\$814,000	4500	2015	1	Metal	Yes	Flat Metal
1	7	3643 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg D-3	\$1,680,000		\$1,140,000	4200	2015	1	Metal	Yes	Flat Metal
1	8	3649 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg D-4	\$1,440,000		\$1,506,036	3600	2015	1	Metal	Yes	Flat Metal
1	10	3619 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg F-1	\$3,600,000		\$1,067,712	9000	2015	2	Metal	Yes	Flat Metal
1	11	3635 Las Vegas Blvd S Las Vegas NV 89109	Retail Bldg F-2/office	\$3,600,000	\$150,000	\$1,770,540	9000	2015	2	Metal	Yes	Flat Metal

\$20,800,000    \$400,000    \$12,404,400    52,000

Electronically Signed  
  
 AssureSign®    2019-12-17 19:08:32 UTC - 174.71.244.154  
 534cfc43-97d-427e-ba9e-4b2601380d9d

# EXHIBIT J

# **EXHIBIT K**



Cell (951) 789-9889

E-mail [serena.larson@sedgwick.com](mailto:serena.larson@sedgwick.com)

*May 26, 2020*

JGB Vegas Retail Lessee, LLC  
3645 Las Vegas Blvd S, Unit 101  
Box 172  
Las Vegas, NV 89109

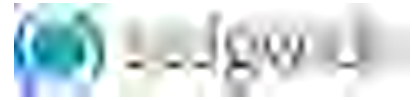
Insured : JGB Vegas Retail Lessee, LLC  
Policy No. : SLSTPTY11245819  
Policy Period : December 15, 2019 to December 15, 2020  
STARR Claim No. : STP 16932  
Location of Loss : Various Locations as identified on SOV  
Date of Claim : March 18, 2020- 12 Noon

Dear Sirs:

As you know, Sedgwick has been retained as the independent adjuster by Starr Surplus Lines Insurance Company ("Starr") in connection with the claim that JGB Vegas Retail Lessee, LLC has submitted under Policy No. SLSTPTY11245819 for the period of December 15, 2019 to December 15, 2020 (the "Policy").

Starr is in receipt of your May 13, 2020 letter responding to our request for information ("RFI"). According to your responses, the alleged loss location is Grand Bazaar Shops in Las Vegas, Nevada. Your responses state:

The recent government mandated shutdowns, closures, and other directives have resulted in direct physical loss of the aforementioned real property during said time frame, because the insured, its subtenants, and customers are not allowed to enter, use, and/or operate the premises.



Your letter further states that there is no confirmed case of COVID-19 at the loss location. According to your letter, on March 18, 2020, the Grand Bazaar Shop and all subtenants and licensees had closed and remained closed as of May 13, as did the common areas and access to the adjoining Bally's Hotel and ingress to and egress from the Las Vegas Strip. The letter further states, however, that four restaurants maintained "minimal operations" for varying periods of time. It appears that one tenant, Frozen Desserts V, LLC has remained open with limited hours since March 18, 2020. Additionally, Celebrity Burgers, LLC suspended operations on March 20, 2020 and VPC Las Vegas Strip Pizza suspended operations on March 22, 2020. Your letter stated that Dirt Dogs, Inc., suspended operations on or about March 25, 2020, but was anticipated to be reopening for curbside/carryout with limited hours on or about May 6, 2020.

According to your letter, there has not been a reduction in employees or staff at JGB, but there has been a reduction in costs related to certain third-party vendors for security and housekeeping services. JGB's rent payments reportedly continue. Your letter states, however, that JGB has been unable to collect a vast majority of rent for the time frames identified nor has it received percentage rents which would have accumulated.

In subsequent correspondence, you have requested "guidance" with respect to tenants who are asking for rent abatements.

After reviewing your responses, Starr has serious concerns as to whether there is any coverage under the Policy.

The Perils Insured Against provision in the Property Coverage Form General Conditions states:

1. COVERAGE: PERILS INSURED AGAINST

This POLICY covers the property insured hereunder against all risks of direct physical loss or damage to covered property while at INSURED LOCATIONS occurring during the Term of this POLICY, except as hereinafter excluded or limited.





Accordingly, in general, the Policy covers only direct physical loss or damage to covered property at an insured location, except as excluded. If there is no direct physical loss or damage to covered property, there would be no coverage. Your May 13, 2020 letter states that JGB believes that the State of Nevada orders “resulted in direct physical loss...because the insured, its subtenants, and customers are not allowed to enter, use, and/or operate the premises.” However, no actual **physical** loss or damage was identified in the response. Rather, it appears that the insured’s claim is based on the loss of the ability to use the premises because of the March 18, 2020 State of Nevada Emergency Order. Loss of use does not constitute physical loss or damage.

The Policy also contains the following Additional Exclusions:

7. ADDITIONAL EXCLUSIONS:

b. Pollution and Contamination Exclusion Clause:

This POLICY does not insure against loss or damage caused by or resulting from any of the following regardless of any cause or event contributing concurrently or in any other sequence to the loss:

1. contamination;
2. the actual or threatened release, discharge, dispersal, migration or seepage of POLLUTANTS at an INSURED LOCATION during the Term of this POLICY unless the release, discharge, dispersal, migration, or seepage is caused by fire, lightning, leakage from fire protective equipment, explosion, aircraft, vehicles, smoke, riot, civil commotion or vandalism. This POLICY does not insure off-premises cleanup costs arising from any cause and the coverage afforded by this clause shall not be construed otherwise.



\*\*\*

e. This POLICY shall not pay for:

1. Delay or loss of use or market except as may be provided under TIME ELEMENT coverage if provided herein
2. Enforcement of any ordinance or law regulating the construction, repair or demolition of any property insured hereunder, except as specifically stated herein or by endorsement;
3. Fines or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever;

Pollutants or Contaminants are defined as:

#### T. POLLUTANT or CONTAMINANTS

The term "POLLUTANTS" or "CONTAMINANTS" shall mean any solid, liquid, gaseous or thermal irritant or CONTAMINANT including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, virus, waste, (waste includes materials to be recycled, reconditioned or reclaimed) or hazardous substances as listed in the Federal WATER Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.



There is no coverage for losses caused by contamination or by the actual or threatened release, discharge, dispersal, migration, or seepage of Pollutants at an Insured Location. Pollutants and Contaminants are specifically defined to include virus. Additionally, the Policy precludes coverage for delay or loss of use or market, unless there is coverage under the Time Element Sections of the Policy.

The Business Interruption Section of the Policy states in pertinent part:

1. Interest and Property Insured:

This COMPANY agrees to insure subject to all the terms, conditions, limitations, exclusions and stipulations of this POLICY:

Loss directly resulting from necessary interruption of the Insured's NORMAL business operations caused by direct physical loss or damage to real or personal property covered herein, except FINISHED STOCK, and arising from a peril insured against hereunder and occurring during the term of this POLICY; all while located at INSURED LOCATIONS.

Unless and until liability has been admitted or a claim paid for direct physical damage to or destruction of property insured under this POLICY, no claim shall be payable nor any advance be due for any business interruption loss. This Condition shall not apply if no such payment shall have been made nor liability admitted solely owing to the operation of a "Deductible" in this POLICY which excludes liability for losses below a specified amount.

Further, the payment of a claim or admission of liability for loss due to direct physical loss or damage to property insured under this POLICY is not in and of itself, evidence that the Insured has sustained a business interruption loss under this Section.



## 2. ACTUAL LOSS SUSTAINED:

In the event of direct physical loss or damage to covered property by a peril insured against, this COMPANY shall be liable for the ACTUAL LOSS SUSTAINED by the Insured resulting directly from the necessary interruption of business, but not exceeding the reduction in GROSS EARNINGS less charges and expenses which do not necessarily continue during the interruption of business. Loss under this Section shall be subject to the PERIOD OF INDEMNITY.

The Extra Expense Endorsement states in pertinent part:

Subject to all terms, conditions, exclusions, limitations, and stipulations of the POLICY to which this endorsement is attached, not in conflict herewith, this POLICY is extended to cover the reasonable and necessary EXTRA EXPENSE, incurred by the Insured in order to continue as nearly as practicable the NORMAL operation of the Insured's business following direct physical loss or damage of real or personal property at an INSURED LOCATION(S), by the peril(s) insured against during the Term of this POLICY.

The Rental Value Insurance Endorsement states in pertinent part:

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover against loss resulting directly from necessary untenability, caused by direct physical loss or damage to the building(s) or structure(s) as furnished and equipped by the Insured, by the peril(s) insured against during the term of this POLICY, on the premises situated as herein described.



The Business Interruption section provides coverage only for losses directly resulting from necessary interruption of the Insured's normal business operations caused by direct physical loss or damage to real property covered under the Policy arising from a peril insured against. The Extra Expense Endorsement similarly provides coverage only when there has been direct physical loss or damage of covered real or personal property by a peril insured against. Likewise, the Rental Value Insurance Endorsement provides coverage for losses resulting directly for necessary untenantability caused by direct physical loss or damage to insured buildings or structures furnished and equipped by the Insured by a peril insured against. If there has been no direct physical loss or damage by a covered peril, there would be no coverage under either of these sections of the Policy. Based on the responses in your May 13, 2020 letter, JGB is claiming that its losses were caused by the orders issued by the Nevada governor, not by physical loss or damage.

The Business Interruption section includes an extension for Interruption by Civil or Military Authority, stating:

7. Interruption by Civil or Military Authority:

This POLICY is extended to include, starting at the time of physical loss or damage, the actual loss sustained by the Insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding the number of days shown under TIME LIMITS stated in the Declarations, when, as a direct result of damage to or destruction of property within one (1) statute mile of an INSURED LOCATION by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil or military authority

The Extra Expense Endorsement of the Policy includes a similar extension, stating:



#### **E. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY:**

This POLICY is extended to include necessary EXTRA EXPENSE incurred by the Insured as covered hereunder, during the length of time, not exceeding **the number of days shown under TIME LIMITS specified in the Declarations** when, as a direct result of damage to or destruction of property within one (1) statute mile of the premises described under the property section by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil or military authority.

The Rental Value Insurance Endorsement also contains an Interruption by Civil or Military Authority extension, stating:

#### **F. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY:**

This POLICY is extended to include the ACTUAL LOSS SUSTAINED by the Insured, resulting directly from untenability as covered hereunder, during the length of time, not exceeding **the number of days shown under TIME LIMITS specified in the Declarations** when, as a direct result of damage to or destruction of property within one (1) statute mile of an INSURED LOCATION by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil or military authority.

The Interruption by Civil or Military Authority provisions in the Business Interruption section, Rental Value Insurance Endorsement, and Extra Expense Endorsement afford coverage only when access to the insured premises is specifically prohibited by order of civil or military authority. Such order must be issued as a direct result of damage to or destruction of property within 1 statute mile of the insured location by a peril insured against. Coverage is provided for a maximum of 14 consecutive days.



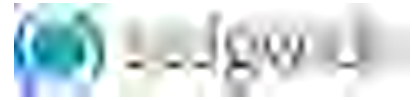
From our review of the State of Nevada orders, there is no mention of the orders having been issued because of physical loss or damage. Additionally, it does not appear that the orders in question prohibited access to the insured premises because the restaurant tenants were permitted to operate for carryout and delivery. If Starr's understanding of the facts is correct, it appears that there is no coverage under the Policy for the claimed losses caused by the orders of by the State of Nevada.

Your May 13, 2020 letter states that ingress to or egress from the insured location was total or partially physically prevented. Your letter also refers to ingress to or from the Las Vegas Strip and Bally's Hotel being closed. The Policy contains an Ingress/Egress Endorsement which states in pertinent part:

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover the ACTUAL LOSS SUSTAINED during the period of time, starting at the time of physical damage, **not exceeding the number of days shown under TIME LIMITS specified in the Declarations**, when as a direct result of loss or damage by a peril insured against to property of a type insured against within one (1) mile of an INSURED LOCATION, ingress to or egress from the premises insured is impaired irrespective of whether the premises or property insured shall have been damaged.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

The Ingress/Egress provision therefore provides coverage when ingress to or egress from the insured property is impaired as a direct result of loss or damage by a peril insured against within one mile of an insured location. If there is no loss or damage by a peril insured against, there is no coverage under this provision. Coverage is provided for a maximum of 14 consecutive days



Your May 13, 2020 letter states that access to the insured premises was physically prevented. It is unclear, however, what JGB believes caused the physical prevention of access.

The Policy also contains Leasehold Interest Endorsement. The Leasehold Interest Endorsement provides certain coverage if the property becomes untenable or unusable. In order for coverage to apply, the following requirements must be met:

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover the following, if caused by direct physical loss or damage by a peril insured against to real property of the type covered by this POLICY, located at LOCATIONS listed in Part B below::

Coverage is not provided under this provision unless there was direct physical loss or damage by a peril insured against to real property of the type covered at a listed location. No locations are listed in the Endorsement, but, in any event, there would be no coverage under this provision if there was no direct physical loss or damage by a peril insured against to real property of a type covered by the Policy. Coverage is subject to a \$250,000 sublimit.

In order for Starr to complete its analysis of coverage under its Policy, it requests that you respond to the following questions:

- 1) Was access to the loss location prohibited as a result of an order issued as the result of physical loss or damage within one mile of the insured location? If so, please provide a copy of the order and identify the address of the location where the damage occurred, what the damage was, and when it occurred.
- 2) What physically prevented access to the loss location as stated in your response to question number 11? If it was physical loss or damage, please identify the address of the location where the damage occurred, what the damage was, and when it occurred.





- 3) Aside from the loss of use and operation of the loss location because of the government orders referred to in response to question 3, is there any other physical loss or damage that occurred? If so, please state the date when the physical loss or damage occurred and describe the nature of the physical loss or damage.

Starr looks forward to your responses, which it will review on a “without prejudice” basis. Starr continues to reserve all rights, privileges, and defenses under the Policy, at law, or otherwise.

This letter, Starr’s investigation of the claim, and any other efforts taken in regard to the determination of coverage and/or the nature and extent of the loss or damage are not, and should not be construed as, a waiver of any terms, conditions, exclusions or other provisions of the Policy, or any other policies of insurance issued by Starr. Starr’s reservation of rights includes the right to amend the above reservation of rights to identify any additional grounds for disclaimer of coverage, including but not limited to those set forth above. Starr acknowledges that, by accepting this reservation of rights, you are not waiving any of your rights under the Policy.

Please understand that no representative of Sedgwick, or of any other consultant retained by or on behalf of Starr, has any authority either to bind Starr with respect to coverage, or to interpret, waive or alter any of the terms, conditions, or limitations of the Policy. All coverage determinations are reserved exclusively to Starr.

If you have any questions or wish to discuss the matters raised in this letter further, please feel free to contact us.

Sincerely,

Serena Larson. AIC CPCU  
*Senior Executive General Adjuster*  
p. 951,789.9889  
e. [serena.larson@sedgwick.com](mailto:serena.larson@sedgwick.com)

# EXHIBIT L

# McKool SMITH

Marc T. Ladd  
Direct Dial: (212) 402-9406  
mladd@McKoolSmith.com

One Manhattan West  
395 9<sup>th</sup> Avenue, 50<sup>th</sup> Floor  
New York, NY 10001-8603

Telephone: (212) 402-9400  
Facsimile: (212) 402-9444

October 22, 2020

## VIA EMAIL

Amy M. Samberg  
Foran Glennon Paladech Ponzi & Rudloff PC  
2200 Paseo Verde Parkway  
Suite 280  
Henderson, NV 89052  
[asamberg@fgppr.com](mailto:asamberg@fgppr.com)

**RE:      Named Insured:    JGB Vegas Retail Lessee, LLC (“JGB”)**  
**Policy No.:            SLSTPTY11245819 (the “Policy”)**  
**Policy Period:        12/15/19-12/15/20**  
**Claim No.:            STP 16932 (the “Claim”)**

Dear Amy,

I write on behalf of plaintiff JGB in response to your October 15, 2020 letter (the “October 15 Letter”) regarding the prior correspondence between JGB and Starr Surplus Lines Insurance Company (“Starr”). This response further supplements not only my previous letter to you, dated September 28, 2020 (the “September 28 Letter”), but also the documentation and information previously provided by JGB to Sedgwick (on May 13 and September 10, 2020) describing in detail JGB’s losses covered under the Policy—losses for which Starr has refused payment to this day.

First, Starr’s insistence that it “has not denied JGB’s claim—it is attempting to investigate it”—and JGB’s alleged “aware[ness]” of the same—is puzzling. Again, as stated in my September 28 Letter, while it was clear from Sedgwick’s May 26, 2020 letter that Starr did not intend to pay JGB’s Claim (*see* Compl. ¶¶ 45-51), any and all potential doubt as to Starr’s position was resolved on September 16, 2020, when Starr filed a motion to dismiss in the Coverage Lawsuit asserting that JGB has no right to coverage for the Claim under the Policy *under any set of facts*:

- Page 24: “**Even if** Plaintiff pleaded sufficient facts to support either the applicability of Civil Authority coverage or a direct physical loss or damage at the insured premises, **coverage is nonetheless excluded** under the Pollutants and Contaminants Exclusion.” (emphasis added).
- Page 25: “**Since the sole basis for Plaintiff’s claimed losses is alleged contamination by a virus**, namely COVID-19, to either its property or nearby property for the purposes of Civil Authority coverage, the claim is excluded from coverage. Accordingly, Starr respectfully requests that the Court dismiss

**McKool Smith**

A Professional Corporation • Attorneys

Austin | Dallas | Houston | Los Angeles | Marshall | New York | Silicon Valley | Washington, DC

**PA 0347**

Plaintiff's breach of contract (and related) claims, and **with prejudice.**" (emphasis added).

- Page 29: "Because Plaintiff **cannot amend the Complaint to allege all of the above requirements** to state a claim for Civil Authority coverage, the Complaint **should be dismissed with prejudice and leave to amend should be denied.**" (emphasis added).
- Page 30: Amendment **would be futile** in this case because the Policy and the Order speak for themselves . . . . Plaintiff cannot truthfully allege **any set of facts to change this**, thus any amendment must also fail." (emphasis added).

The October 15 Letter's claim that Starr's position denying coverage is merely "in response to the Complaint as written" is plainly belied by the quotes above contained in Starr's Motion, which assert that JGB "cannot amend the Complaint" to "allege any set of facts" to trigger coverage. Mot. at 30. Your October 15 Letter does not even address Starr's position that "even if" JGB sufficiently pleaded a claim for coverage, the "sole basis" of the Claim is COVID-19, and therefore, "coverage is nonetheless excluded" under the Pollution and Contamination Exclusion. *Id.* at 24-25. Starr cannot have it both ways—*i.e.*, compelling JGB to provide further responses to information requests under the guise that it is "attempting to investigate" coverage, while simultaneously representing to the Court that JGB cannot truthfully allege any set of facts that would change Starr's position that it has no obligation to pay. The fact is, Starr has denied the Claim (wrongly, to JGB), and therefore, JGB is under no obligation under the Policy's requirement for cooperation to respond to Starr's further requests for information.

Second, the October 15 Letter's rejection of the above principle regarding an insured's cooperation, on the ground that my September 28 Letter cited "non-Nevada case law," is also misplaced. It is well-settled law, *under any state law*, that once a party to a contract breaches that contract, the non-breaching party is relieved of performance—especially in the case of a policyholder's obligation to cooperate following a coverage denial. The law is no different in Nevada. *See, e.g., Bart St. III v. ACC Enterprises, LLC*, 2020 WL 1638329, at \*4 (D. Nev. Apr. 1, 2020) ("Nevada law provides[] 'the party who commits the first breach of the contract cannot maintain an action against the other for a subsequent failure to perform.'"). If Starr contends that Nevada law holds any differently than the authorities cited in my September 28 Letter, please provide any such relevant authority.

Third, JGB did not "refus[e] to provide [Starr's] requested information" (Oct. 15 Ltr. at 1); rather, as my September 28 Letter made clear, "the topics of which your letter requests further responses from JGB already are the subject of the Coverage Lawsuit—and, in particular, are squarely the subject of Starr's Motion—and will be properly and necessarily addressed by JGB's and Starr's arguments therein." Sept. 28 Ltr. at 2. And, as instructed, JGB addressed all of these topics in its Opposition to Starr's Motion to Dismiss, filed on October 14, 2020 ("Opposition Brief" or "Opp. Br.").

In any event, as a show of good faith and to avoid any further letters on this issue when the parties' litigation already has necessarily addressed these issues (and will continue to do so), JGB provides the following responses to Starr's request for further information on its three questions:

- Question 1: Was access to the loss location prohibited as a result of an order issued as the direct result of direct physical loss or damage within one mile of the insured location? If so, please provide a copy of the order; identify the address of the location (within one mile of the insured location) where the damage occurred; what the damage was; and when it occurred.

Answer: Yes. As stated in both JGB's Complaint (Compl. ¶¶ 21-24) and its Opposition Brief, a day after the virus was identified at the Mirage casino, well under a mile from the Grand Bazaar Shops, the Nevada Governor Sisolak issued a Declaration of Emergency reporting the "multiple confirmed and presumptive cases of COVID-19 in the State of Nevada"—including, of course, the Las Vegas Strip where the Grand Bazaar Shops are located. Opp. Br. at 5-6. The Governor ordered emergency operations to "coordinat[e] a response to minimize the impacts [of], and prevent the further transmission of, COVID-19 to persons in this state[.]" *Id.* at 5. And, as a result, the Governor issued Orders directing all non-essential businesses and most other operations to cease and would-be customers to stay at home. *Id.* at 5-6. The Governor explained that the stay-at-home orders and the ceasing of non-essential businesses "were needed in Nevada because of the unique characteristics of the novel coronavirus," and its "ability to survive on surfaces for indeterminate periods of time render[ing] some property unusable," which contributes to "damage and property loss." *Id.* at 6. These Orders have been continuously renewed throughout the last seven months in light of the continued presence of COVID-19 in the areas surrounding the Grand Bazaar Shops. *Id.* at 5-6; *see also id.* at 22-25. Indeed, hundreds of COVID-19 cases have been reported at various casinos and resorts all within one mile of the Shops. Most or all of this information was stated in JGB's Complaint and/or is publicly available; moreover, all the subject Orders are either publicly available or attached to JGB's Opposition Brief.

- Question 2: What physically prevented access to the loss location as stated in JGB's response to question number 11 . . . . If it was physical loss or damage, please identify the address of the location where the damage occurred; what the damage was; and when it occurred.

Answer: First, as JGB stated in its Opposition Brief, nothing in the Policy requires a showing of access being "physically prevented" in order to trigger coverage under the Policy. Opp. Br. at 7. Second, the location of the physical loss and damage was the Grand Bazaar Shops, as well as the property immediately surrounding the Shops, which suffered such physical loss and damage as a result of the presence of the coronavirus from at least March 2020, and such presence has been continuous since. *Id.* at 5. Indeed, JGB has received new reports of the presence of COVID-19 on its property since filing its Complaint, and JGB accordingly has been forced to make alterations to the property and access to the same, in light of the presence of COVID-19, signifying that the virus has a physical presence on the premises that continues to damage and interrupt its

business today. *Id.* at 30. As a result of the presence and nature of COVID-19, and the Governor's Orders restricting and prohibiting access to non-essential businesses in light of the same, the Grand Bazaar Shops were largely forced to close, the few restaurants that remained open were severely limited in their operations, and Nevada residents were required to stay home, resulting in significant and ongoing damage and loss to the insured property. *Id.* at 6; *see also id.* at 5-7, 22-25, 29.

- Question 3: Aside from the claimed loss of use and operation of the loss location because of the government orders referred to in response to question 3 . . . is there any other physical loss that occurred? If so, please state the date when the physical loss or damage occurred and describe the nature of the physical loss or damage.

Answer: First, JGB does not agree with Sedgwick's/Starr's prefatory characterization of JGB's Claim as solely for one of "loss of use and operation of the loss location." JGB claims damages covered under the Policy for physical loss and damage to property based on the presence of COVID-19 on its own property and the immediately surrounding property, as well as the government Orders prohibiting access to the same, starting, at least, in March 2020. And, because of this physical loss or damage, JGB has suffered, and will continue to suffer, losses triggering various TIME ELEMENT coverages, including the general Business Interruption, Interruption by Civil or Military Authority, Ingress/Egress, Rental Value Insurance, Extra Expense, and Protection and Preservation of Property provisions of the Policy. *See* Compl. ¶¶ 37-40; Opp. Br. at 3-6. Moreover, to the extent that Starr contends that loss of operation cannot trigger coverage under a property policy, that position has been held to be incorrect by courts across the country, including in the context of COVID-19. *See* Opp. Br. at 5-6, 15-22. JGB continues to suffer losses to this day as well from confirmed reports of COVID-19 on the premises. *Id.* at 29.

\* \* \* \* \*

Please let me know as soon as possible if any of the above—or anything contained in JGB's Opposition Brief—changes Starr's previous denial of coverage, such that Starr will begin compensating JGB for its covered losses. JGB reserves all its rights, under the law and the Policy, as well as the right to supplement the above responses to the extent that new information comes to its attention.

Please do not hesitate to call me with any questions.

Best regards,

/s/ Marc T. Ladd  
Marc T. Ladd

cc: Don Springmeyer  
Roi Moas  
Serena J. Larson  
Andrea Stroink

# EXHIBIT M



November 5, 2020

Connie Stankivicz  
JGB Vegas Retail Lessee, LLC  
3645 Las Vegas Blvd S, Unit 101  
Box 172  
Las Vegas, NV 89109

Insured: JGB Vegas Retail Lessee, LLC  
Policy No.: SLSTPTY11245819  
Policy Period: December 15, 2019 to December 15, 2020  
Claim No.: STP 16932  
Location of Loss: The Grand Bazaar Shops  
Date of Claim: March 18, 2020

Dear Ms. Stankivicz:

Starr is in receipt of your counsel's October 22, 2020, letter in which answers three supplemental questions, originally asked on May 26, 2020. Based on these answers, as well as all of the information previously provided and the terms of the Policy (No. SLSTPTY11245819) (the "Policy"), Starr regrets to inform you that the claim is not covered by the Policy.

The Perils Insured Against provision in the Property Coverage Form General Conditions states:

1. COVERAGE: PERILS INSURED AGAINST

This POLICY covers the property insured hereunder against all risks of direct physical loss or damage to covered property while at INSURED LOCATIONS occurring during the Term of this POLICY, except as hereinafter excluded or limited.

The Policy covers only direct physical loss or damage to covered property at an insured location, except as excluded. The information provided shows that the claimed loss of rent income is due to the State of Nevada Governor's orders, which according to you "resulted in direct physical loss...because [you], [your] subtenants, and customers [were] not allowed to enter,<sup>1</sup> use, and/or operate the premises." However, no actual physical loss or damage was identified in the response. Rather, it is evident that the claim is based on the loss of the ability to use the premises to its full

---

<sup>1</sup> As explained in greater detail below, nothing in the orders prevented either you or your tenants from "enter[ing]" the premises.



capabilities because of the Governor's orders. Mere loss or reduction of use, in and of itself, does not constitute physical loss or damage.

The Policy also contains the following Additional Exclusions:

7. ADDITIONAL EXCLUSIONS:

b. Pollution and Contamination Exclusion Clause:

This POLICY does not insure against loss or damage caused by or resulting from any of the following regardless of any cause or event contributing concurrently or in any other sequence to the loss:

1. contamination;
2. the actual or threatened release, discharge, dispersal, migration or seepage of POLLUTANTS at an INSURED LOCATION during the Term of this POLICY unless the release, discharge, dispersal, migration, or seepage is caused by fire, lightning, leakage from fire protective equipment, explosion, aircraft, vehicles, smoke, riot, civil commotion or vandalism. This POLICY does not insure off-premises cleanup costs arising from any cause and the coverage afforded by this clause shall not be construed otherwise.

\*\*\*

e. This POLICY shall not pay for:

1. Delay or loss of use or market except as may be provided under TIME ELEMENT coverage if provided herein;
2. Enforcement of any ordinance or law regulating the construction, repair or demolition of any property insured hereunder, except as specifically stated herein or by endorsement;
3. Fines or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever;

Pollutants or Contaminants are defined as:

T. POLLUTANT or CONTAMINANTS

The term "POLLUTANTS" or "CONTAMINANTS" shall mean any solid, liquid, gaseous or thermal irritant or CONTAMINANT including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, virus, waste, (waste includes materials to be recycled, reconditioned or reclaimed) or hazardous substances as listed in the Federal WATER Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and

Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

There is no coverage for losses caused by contamination or by the actual or threatened release, discharge, dispersal, migration, or seepage of Pollutants at an Insured Location. Pollutants and Contaminants are specifically defined to include "virus[es]" without any limitation as to which viruses may or may not qualify. Additionally, the Policy precludes coverage for delay or loss of use or market, unless there is coverage under the Time Element Sections of the Policy.

The Business Interruption Section of the Policy states in pertinent part:

1. Interest and Property Insured:

This COMPANY agrees to insure subject to all the terms, conditions, limitations, exclusions and stipulations of this POLICY:

Loss directly resulting from necessary interruption of the Insured's NORMAL business operations caused by direct physical loss or damage to real or personal property covered herein, except FINISHED STOCK, and arising from a peril insured against hereunder and occurring during the term of this POLICY; all while located at INSURED LOCATIONS.

Unless and until liability has been admitted or a claim paid for direct physical damage to or destruction of property insured under this POLICY, no claim shall be payable nor any advance be due for any business interruption loss. This Condition shall not apply if no such payment shall have been made nor liability admitted solely owing to the operation of a "Deductible" in this POLICY which excludes liability for losses below a specified amount.

Further, the payment of a claim or admission of liability for loss due to direct physical loss or damage to property insured under this POLICY is not in and of itself, evidence that the Insured has sustained a business interruption loss under this Section.

2. ACTUAL LOSS SUSTAINED:

In the event of direct physical loss or damage to covered property by a peril insured against, this COMPANY shall be liable for the ACTUAL LOSS SUSTAINED by the Insured resulting directly from the necessary interruption of business, but not exceeding the reduction in GROSS EARNINGS less charges and expenses which do not necessarily continue during the interruption of business. Loss under this Section shall be subject to the PERIOD OF INDEMNITY.

The Extra Expense Endorsement states in pertinent part:

Subject to all terms, conditions, exclusions, limitations, and stipulations of the POLICY to which this endorsement is attached, not in conflict herewith, this POLICY is extended to cover the reasonable and necessary EXTRA EXPENSE, incurred by the Insured in order to continue as nearly as practicable the NORMAL operation of the Insured's business following direct physical loss or damage of real

or personal property at an INSURED LOCATION(S), by the peril(s) insured against during the Term of this POLICY.

The Rental Value Insurance Endorsement states in pertinent part:

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover against loss resulting directly from necessary untenantability, caused by direct physical loss or damage to the building(s) or structure(s) as furnished and equipped by the Insured, by the peril(s) insured against during the term of this POLICY, on the premises situated as herein described.

The Business Interruption section provides coverage only for losses directly resulting from necessary interruption of the Insured's normal business operations caused by direct physical loss or damage to real property covered under the Policy arising from a peril insured against. The Extra Expense Endorsement similarly provides coverage only when there has been direct physical loss or damage of covered real or personal property by a peril insured against. Likewise, the Rental Value Insurance Endorsement provides coverage for losses resulting directly for necessary untenantability caused by direct physical loss or damage to insured buildings or structures furnished and equipped by the Insured by a peril insured against. Since there has been no direct physical loss or damage by a covered peril, there is no coverage under either of these sections of the Policy. Based on the responses provided, including your counsel's response to Starr's follow-up questions on October 22, 2020, it is apparent that the claimed losses were caused by the orders issued by the Nevada Governor, not by any actual direct physical loss or damage to your property.

The Business Interruption section includes an extension for Interruption by Civil or Military Authority, stating:

7. Interruption by Civil or Military Authority:

This POLICY is extended to include, starting at the time of physical loss or damage, the actual loss sustained by the Insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding the number of days shown under TIME LIMITS stated in the Declarations, when, as **a direct result of damage to or destruction of property** within one (1) statute mile of an INSURED LOCATION by the peril(s) insured against, **access to such described premises is specifically prohibited** by order of civil or military authority.

The Extra Expense Endorsement of the Policy includes a similar extension, stating:

E. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY:

This POLICY is extended to include necessary EXTRA EXPENSE incurred by the Insured as covered hereunder, during the length of time, not exceeding the number of days shown under TIME LIMITS specified in the Declarations when, as **a direct result of damage to or destruction of property** within one (1) statute mile of the premises described under the property section by the peril(s) insured against, **access to such described premises is specifically prohibited** by order of civil or military authority.

The Rental Value Insurance Endorsement also contains an Interruption by Civil or Military Authority extension, stating:

F. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY:

This POLICY is extended to include the ACTUAL LOSS SUSTAINED by the Insured, resulting directly from untenability as covered hereunder, during the length of time, not exceeding the number of days shown under TIME LIMITS specified in the Declarations when, **as a direct result of damage to or destruction of property** within one (1) statute mile of an INSURED LOCATION by the peril(s) insured against, **access to such described premises is specifically prohibited** by order of civil or military authority.

The Interruption by Civil or Military Authority provisions in the Business Interruption section, Rental Value Insurance Endorsement, and Extra Expense Endorsement afford coverage only when **access to the insured premises is specifically prohibited** by order of civil or military authority. Such order must be issued **as a direct result of damage to or destruction of property** within 1 statute mile of the insured location by a peril insured against. Coverage is provided for a maximum of 14 consecutive days.

From our review of the State of Nevada orders, there is no mention of the orders having been issued because of damage to or destruction of any property, let alone a specific property within one (1) statute mile of the insured location. Additionally, it does not appear that the orders in question actually prohibited access to the insured premises as the restaurant tenants were permitted to operate for carryout and delivery.

While Starr asked a follow-up question concerning whether access was prohibited as a result of an order, counsel's response and explanation made it clear that no actual prohibition of access occurred; only that certain operations were ordered to temporarily cease. For this reason, as well as the absence of any indication of "damage to or destruction of" other nearby property or that any order was issued as a direct result of any specific damage and/or destruction, there is no coverage under the Policy for the claimed losses caused by the orders of by the Nevada Governor.

The Policy also contains an Ingress/Egress Endorsement which states in pertinent part:

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover the ACTUAL LOSS SUSTAINED during the period of time, starting at the time of physical damage, not exceeding the number of days shown under TIME LIMITS specified in the Declarations, when as a direct result of loss or damage by a peril insured against to property of a type insured against within one (1) mile of an INSURED LOCATION, **ingress to or egress from the premises insured is impaired** irrespective of whether the premises or property insured shall have been damaged.

This Endorsement is subject to the Deductibles specified in the Declarations and does not increase any amounts or limits of insurance provided by this POLICY.

The Ingress/Egress provision therefore provides coverage when ingress to or egress from the insured property is actually impaired as a direct result of loss or damage by a peril insured against within one mile of an insured location. In response to Starr's request for additional information on this point, counsel failed to indicate any instance of actual physical prevention. Because there was no actual, physical impairment to ingress to or egress there is no coverage under this provision.

The Policy also contains Leasehold Interest Endorsement. The Leasehold Interest Endorsement provides certain coverage if the property becomes untenable or unusable. In order for coverage to apply, the following requirements must be met:

Subject to all terms, conditions, exclusions, limitations and stipulations of the POLICY to which this Endorsement is attached, not in conflict herewith, this POLICY is extended to cover the following, if caused by direct physical loss or damage by a peril insured against to real property of the type covered by this POLICY, located at LOCATIONS listed in Part B below:

Coverage is not provided under this provision unless there was direct physical loss or damage by a peril insured against to real property of the type covered at a listed location. No locations are listed in the Endorsement, but, in any event, there would be no coverage under this provision because there was no direct physical loss or damage by a peril insured against to real property of a type covered by the Policy.

For the reasons stated herein, the Policy regrettably does not afford coverage for the claim. Therefore, Starr must deny the claim. Starr reserves all its rights under the Policy, at equity and at law. No action taken to date or that may be taken in the future, including any prior or ongoing investigation or communication, shall be deemed or construed as a waiver of those rights. Furthermore, any failure to quote or reference a particular policy provision in the body of this letter, or any prior or future correspondence, shall not be deemed a waiver of any provision of the Policy, all being expressly reserved.

If you have any questions or wish to discuss the matters raised in this letter further, please feel free to contact us.

Sincerely,

Andrea Stroink  
General Adjuster  
Starr Technical Risks Agency, Inc.  
500 West Monroe Street, 31<sup>st</sup> Floor  
Chicago, IL 60661  
Phone: 312-577-7805  
[Andrea.Stroink@starrcompanies.com](mailto:Andrea.Stroink@starrcompanies.com)  
[www.starrcompanies.com](http://www.starrcompanies.com)

# EXHIBIT N

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

MAR 17 2022

FOR THE NINTH CIRCUIT

MOLLY C. DWYER, CLERK  
U.S. COURT OF APPEALS

LEVY AD GROUP, INC.; et al.,

No. 21-15413

Plaintiffs-Appellants,

D.C. No.

v.

2:20-cv-00763-JAD-DJA

FEDERAL INSURANCE COMPANY,

MEMORANDUM\*

Defendant-Appellee,

and

CHUBB CORPORATION,

Defendant.

Appeal from the United States District Court  
for the District of Nevada  
Jennifer A. Dorsey, District Judge, Presiding

Submitted March 9, 2022\*\*  
Phoenix, Arizona

Before: HAWKINS, PAEZ, and WATFORD, Circuit Judges.

---

\* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

\*\* The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

Plaintiff Levy Ad Group, Inc. (“Levy”) appeals the dismissal of its diversity insurance claim for failure to state a claim. Applying Nevada law where interpretation of an insurance policy is a question of law for a court to decide, *Century Sur. Co. v. Casino W., Inc.*, 130 Nev. 395, 398 (2014), we affirm.

Levy, like many others nationwide, seeks coverage under its property insurance policy for economic losses during the COVID-19 pandemic. We agree with the numerous published decisions interpreting nearly identical policy language requiring “direct physical loss or damage” to the insured property according to its plain and ordinary meaning and unanimously concluding coverage does not exist. *Mudpie, Inc. v. Travelers Cas. Ins. Co.*, 15 F.4th 885 (9th Cir. 2021); *see also Estes v. Cincinnati Ins. Co.*, 23 F.4th 695 (6th Cir. 2022); *Terry Black’s Barbeque, L.L.C. v. State Auto. Mut. Ins. Co.*, 22 F.4th 450 (5th Cir. 2022); *10012 Holdings, Inc. v. Sentinel Ins. Co.*, 21 F.4th 216 (2d Cir. 2021); *Sandy Point Dental, P.C. v. Cincinnati Ins. Co.*, 20 F.4th 327 (7th Cir. 2021); *Goodwill Inds. of Central Oklahoma, Inc. v. Philadelphia Indem. Ins. Co.*, 21 F.4th 704 (10th Cir. 2021); *Oral Surgeons, P.C. v. Cincinnati Ins. Co.*, 2 F.4th 1141, 1143–45 (8th Cir. 2021).

Nor can Levy succeed under the civil-authority provision of the policy, which requires “direct physical loss or damage” to a nearby property. *See, e.g., 10012 Holdings, Inc.*, 21 F.4th at 223. Although none of these cases involved Nevada law, there is no reason to think a Nevada court would interpret the contract language



differently. *See S.D. Myers, Inc. v. City and Cnty. of San Francisco*, 253 F.3d 461, 473 (9th Cir. 2001) (reasoning that if no state law case is directly on point, this court must “predict how the highest state court would decide the issue,” using decisions from other jurisdictions as guidance) (citation omitted); *see also Estes*, 23 F.4th at 701 (“[T]he courts in these other states follow essentially the same rules for interpreting contracts . . . They give unambiguous words their ordinary meaning.”) (citations omitted).

The district court correctly analyzed the relevant terms of the policy and held that Levy had not alleged any facts that could bring it within the terms of coverage. As such, the court also properly dismissed Levy’s claim for bad faith. *Pemberton v. Farmers Ins. Exch.*, 109 Nev. 789, 793 (1993). Finally, the court did not abuse its discretion by denying Levy leave to amend its complaint, as Levy did not suggest any additional facts it could have pled which would have brought its claim within the terms of the policy. *See Lipton v. Pathogenesis Corp.*, 284 F.3d 1027, 1039 (9th Cir. 2002).

**AFFIRMED.**