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[proposed] Attorneys for Michael G. Kasolas,
Trustee

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re
FOX ORTEGA ENTERPRISES, INC.,
dba PREMIER CRU,

Debtor.

Case No. 16-40050-WJL

Chapter 7

**DECLARATION OF MICHAEL G.
KASOLAS IN SUPPORT OF
PRELIMINARY APPLICATION FOR
ORDER AUTHORIZING THE TRUSTEE
TO PAY URGENT AND NECESSARY
ADMINISTRATIVE CLAIMS TO
PROTECT ASSETS OF THE ESTATE**

Date: January 25, 2016

Time: 3:30 p.m.

Place: Courtroom 220
1300 Clay Street
Oakland, CA

Judge: The Hon. William J. Lafferty, III

I, Michael G. Kasolas, declare:

1. I am the duly appointed and acting trustee of the above-captioned chapter 7
bankruptcy estate. The following facts are true of my own personal knowledge and if called upon
to do so, would and could competently testify thereto, except as to those matters that are alleged
upon information and belief and as to those matters, I believe them to be true.

1 2. The Debtor filed a Chapter 7 of Title 11 of the United States Code on January
2 8, 2016.

3 3. I am informed and believe that the Debtor has been a well-known seller of top-
4 quality wines in the Bay Area since it opened in 1980. The Debtor claims to have made its
5 reputation by selling top-tier wines at lower prices than competitors, but often selling them as
6 “pre-arrivals.” In return for “unbeatable” prices on sought-after wines offered as “pre-arrivals,”
7 the Debtor often took years to deliver orders. By the time the Debtor filed bankruptcy, the Debtor
8 scheduled \$6,800,000 in wine inventory, and \$70,000,000 in debts. Among the assets of the
9 debtor’s estate is bottled wine inventory, furniture, fixtures and equipment (“Inventory”).

10 4. The Debtor has a warehouse full of wine that I am in the process of selling. Until
11 the wine is sold, I want to insure the wine and maintain the premises with utilities, the alarm and
12 internet systems.

13 5. I am in the process of conducting an inventory of all assets, and will conduct an
14 auction as soon as possible so that the expenses set forth above only need to be paid for as little
15 time as possible. I am informed and believe that the value of the inventory in the premises may
16 be as much as \$6.5 million. I reserve the right to seek reimbursement of any expenses paid from
17 third parties, such as secured creditors who claim an interest in the assets.

18 6. I seek authority to pay all utilities, including PG&E to maintain the proper
19 temperature in the premises to protect the wine inventory, and to operate the necessary computers
20 systems. I estimate that the utilities will cost the estate approximately \$4,500 a month.

21 7. I also seek authority to pay Bay Alarm to maintain the current alarm system, and to
22 direct Bay Alarm to authorize me to change all passwords if they have not been changed as of the
23 date of the Order. I am informed and believe that the alarm system cost approximately \$500 a
24 quarter to maintain.

25 8. I also seek authority to pay for all internet services, domain names services and
26 web host fees. It is critical to maintain these systems since they contain information that may be
27 invaluable in connection with the investigation and prosecution of avoidance actions, and other
28 information relating to the operations of the business. I estimate that such services do not exceed

1 \$500 a month, but I am still investigating all the charges.

2 9. I seek authority to spend \$16,280 for Cargo Insurance for the period of 5 months
3 to insure the Debtor's wine inventory located at 1011 University Ave., Berkeley, California. A
4 true and correct copy of the policy is attached hereto as **Exhibit A**. The salient terms are as
5 follows:

6 a. The limit of coverage is \$7,000,000.

7 b. The policy deductible is \$25,000 per event, except with respect to
8 earthquake loss, in which event the deductible is \$150,000.

9 c. Terrorism coverage has not been purchased.

10 d. Jurisdiction under the policy is in the State of California.

11 e. The insurer must provide 15 days' notice of cancellation.

12 f. The insurer issuing the policy is Besso Limited, and it is underwritten by
13 Lloyds of London.

14 g. It is my understanding of the policy is that the premium per month is
15 \$3,000, but if the Trustee sells approximately one-half of the wine inventory in the first
16 month, the monthly premium would be reduced to \$1,500 per month, and any unearned
17 premium will extend the term of the policy.

18 10. I believe that purchasing the policy is in the best interests of the estate. There is no
19 insurance in place. I understand that the Debtor ceased paying insurance in March 2015. I
20 contacted the Debtor's former insurance company, Alliance, and due to the Debtor's history of
21 nonpayment, Alliance declined to re-issue the Debtor's policy to the estate. I was able to obtain
22 this policy through a licensed insurance broker, John Bills, of Aegis Insurance Markets, and after
23 an extensive search of the markets, it is my understanding that the foregoing policy is the only
24 policy that Mr. Bills could locate.

25 11. I also seek authority to purchase an additional personal property insurance policy to
26 cover some of the equipment and other miscellaneous items that the Cargo Insurance Policy does
27 not cover. The Debtor has no insurance on the Debtor's premises. I am procuring a commercial
28 package general liability and premises policy. The general liability policy limits are \$2 million as

1 an aggregate limit and \$1 million as an occurrence limit. The commercial property limits are
2 \$40,000 for electronic data processing hardware and \$10,000 for business personal property. The
3 policy has an annual premium of \$3,497.50. The insurance company for this policy is Penn Star
4 Insurance Company. A true and correct copy of the policy Indication is attached hereto as
5 **Exhibit B.**

6 12. I am informed and believe that CBC is now owed between \$150,000- \$200,000
7 after receiving proceeds from the sale of the Debtor's principals home. I am also informed and
8 believe that the inventory is worth approximately \$6.5 million, based on my brief review of the
9 Inventory and the Debtor's schedules.

10 I declare under penalty of perjury that the foregoing is true and correct, and that this
11 declaration was executed on January 21, 2016, at Oakland, California.

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13 /s/ Michael G. Kasolas

14 Michael G. Kasolas
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Fox Ortega Enterprises, Inc. dba Premier Cru, Debtor
Case No. 16-40050-WJL-7

EXHIBIT A
TO
DECLARATION OF MICHAEL G. KASOLAS

**THE MARKET REFORM CONTRACT JUNE 2007 (v.1.3)****RISK DETAILS****UNIQUE MARKET****REFERENCE:** B0595J**ATTACHING TO
DELEGATED
UNDERWRITING
CONTRACT****NUMBER:** B0595JZ107016G**TYPE:** CARGO INSURANCE**ASSURED:** Fox Ortega Enterprises, Inc DBA Premie and/or associated and/or affiliated companies.*Address:* PO Box 26650, San Francisco, CA 94126.**PERIOD:** From d.t.b.a 00:01 hours Local Standard Time at domiciled location of Assured
to d.t.b.a 00:01 hours Local Standard Time at domiciled location of Assured**CONVEYANCES:** Any means of conveyance(s) by land and/or sea and/or air.**TERRITORIAL
LIMITS:**

From any point(s) or place(s) in the USA to any point(s) or place(s) in the USA by any route including transshipment if incurred, shipped in and/or over, including whilst at locations wheresoever arising as more fully set out in the voyage clause contained in the wording attached hereto.

INTEREST: Any lawful goods and/or merchandise of any description whatsoever, not otherwise excluded herein, and/or salesmen's samples as declared hereunder pertaining to the business of the Assured. Consisting principally of, but not limited to Wine.**EXCLUDED ITEMS:**

Accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewellery and/or other similar valuable articles, paintings, statuary and/or other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, furs, electronics.

Electronics are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, Video Cassette Recorder's, hi-fi's, stereos, Compact Disc players and the like, mobile and or cellular phones and the like



LIMITS:

USD 7,000,000	each and every loss at location 1011 University Ave., Berkley, CA 94710.
USD 50,000	each and every loss any one transit
USD 5,000,000	Annual aggregate limit in respect of all losses arising out of earthquake including earthquake sprinkler leakage

DEDUCTIBLES: All claims which are recoverable under the terms of this insurance which result from any one accident or occurrence or series of accidents or occurrences arising out of any one event, shall be adjusted as one claim and from the amount of such adjusted claim there shall be deducted:-

USD 10,000	in respect of any one claim whilst in the course of transit.
USD 25,000	in respect of any one stock.
USD 150,000	in respect of all losses arising out of earthquake, including Earthquake Sprinkler Leakage, and all losses arising out of flood and windstorm.

Notwithstanding the above, all claims which are recoverable under the terms of the American Institute Cargo Clauses 32B-10 (SEPT 1 1965) unamended, and strikes, riots and civil commotions clauses, and war clauses, general average, salvage and sue and labour clauses shall be payable in full.

CONDITIONS: As per agreed Light Manufacturing Lineslip Cover wording, attached.

Underwriters hereby note and agree to incorporate loss payees herein as their interests may appear, in so far as any losses are recoverable under the terms clauses and conditions of this insurance contract.

**CONDITIONS
PRECEDENT:**

None

(Other than those that may be expressly contained within the contract conditions, wordings, clauses, Premium Payment Terms).

NOTICES: California Surplus Lines Notice LSW1146D 07/11

SUBJECTIVITIES: Subject to US Terrorism Risk Insurance Act of 2002 as amended Not purchased Clause LMA 5219 dated 12TH January 2015 or US Terrorism Risk Insurance Act of 2002 as amended New & Renewal Business Endorsement as amended LMA 5218 dated 12TH January 2015 as applicable.

Subject to signed and dated Policy Holder Notice of Terrorism Insurance Coverage Form LMA 9104 dated 12/01/15 within 30 days of attachment. In the event that the assured fails to provide the signed and dated form within the specified period then all coverage granted by the US Terrorism Risk Insurance act of 2002 as amended shall cease and the provisions of the US terrorism Risk



Insurance Act of 2002 as amended not purchased Clause LMA5219 dated 12/01/15 shall apply.

Subject to a signed (by the assured) and dated proposal form within 14 days of attachment, such proposal form deemed to form a part of this insurance contract.

In the event that the underwriting information contained within the signed and dated proposal form conflicts with the underwriting information provided to underwriters at time of quoting underwriters shall have the option to issue 14 days notice of cancellation to terminate coverage or to amend cover rates and/or terms and/or conditions.

In the event the assured fails to provide a signed and dated proposal form coverage hereon shall be limited to the exposures identified and contemplated at the time of quoting as retained on file by Besso Ltd.

**EXPRESS
WARRANTIES:**

None

(Other than those that may be expressly contained within the insurance contract conditions, wordings, clauses, Premium Payment Terms and in addition to any implied warranties under the law to which this insurance is subject – failure to comply with a warranty will, in normal circumstances, void this insurance contract)

**CHOICE OF
LAW AND
JURISDICTION:**

This insurance shall be governed by and construed in accordance with the law of the Courts of California. Each party agrees to submit to the exclusive jurisdiction of any competent court within the Courts of California.

PREMIUM:

The insurance contract is issued in consideration of a minimum and deposit premium of USD15,000 payable in advance. Including TRIPRA allocation of USD50 in respect of coverage granted under JC2001/056. Adjustable upon exhaustion at a rate of 0.0425% per month or part payable on maximum value exposed.

Subject to monthly declarations of values exposed to be provided within 15 days of the end of each month.

Additional premium to include TRIPRA at US locations USD7,000 annual, as per Policy Holder Notice of Terrorism Insurance Coverage Form LMA 9104 attached.

DISCLOSURE:

This account has been declared to a lineslip. In the event that the lineslip is profitable, underwriters subscribing to the lineslip permit Besso Ltd to a share of that profit. In the event that there were no claims on any of the accounts declared to the lineslip the maximum that Besso Ltd could receive under this agreement would equate to 6.25% of the premium.

**PREMIUM:****PAYMENT****TERMS:** Premium Payment Clause LSW3001 (60 days / 15 days notice of cancellation).**TAX(ES) PAYABLE BY****INSURED AND ADMINISTERED****BY INSURERS:** None**INSURER CONTRACT****DOCUMENTATION:** This document details the insurance contract terms entered into by the insurer(s) and constitutes the insurance contract document.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this Contract, shall form the evidence of such change.

This insurance contract may be subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the insurance contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the insurance contract document the insured should contact the surplus lines broker.

**RECORDING, TRANSMITTING
AND STORING****INFORMATION:** Where Besso Limited maintains risk and claim data/information/documents, Besso Limited may hold data/information/documents electronically.**INFORMATION SECTION**

As retained in the offices of Besso Limited.

SECURITY DETAILS**(RE) INSURERS LIABILITY CLAUSE: LMA5123 9/2/09**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.



In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ORDER HEREON: 100% of 100%

**BASIS OF
WRITTEN LINES:** Percentage of Whole

**SIGNING****PROVISIONS:**

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines equal to 100% of the order without further agreement of any of the (re) insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN**LINES:**

As per Lineslip B0595JZ107016G

SIGNED**LINES:**



LIGHT MANUFACTURING LINESLIP WORDING

COVERAGE CONDITIONS IN RESPECT OF STOCK, SALESMAN SAMPLES, RAW MATERIALS, WORK IN PROGRESS AND GOODS IN TRANSIT.

This insurance is subject to American Institute Cargo Clauses 32B-10 (Sept.1 1965) amended as follows:-

- I) Clause No.3 deleted and the following words substituted:-
'Against all risks of physical loss of or damage to the subject matter insured from any external cause.'
- II) Clauses 1, 4, 6D, 8 and 11 deleted and replaced as set out herein.

Including war risks subject to the American Institute War Risk Insurance Form 87B-110 February 5 1981, but average payable irrespective of percentage, the limitations in Clause 4 therein prevailing notwithstanding any provision written, typed or printed in the insurance contract inconsistent therewith.

Including strikes risks subject to current American Institute Endorsement for open policies (Cargo Strikes Riots and Civil Commotions) (April 3 1980) 87B-109B, average payable irrespective of percentage.

This insurance specifically includes coverage in respect of interest whilst at exhibitions, trade fairs or similar displays and all domestic and internal transits as required.

Warranted no waiver of recourse given against carriers unless with the prior agreement of Underwriters.

This insurance does not cover mysterious disappearance, stock shortage, unexplained loss or shortage discovered upon taking normal inventory.

Coverage afforded hereunder at unnamed locations is deemed to be excess of any other valid and collectable insurance.

Institute Service of Suit Clause (USA) Cl.355 (1.11.92).

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL370 (10.11.03) subject to USA & Canada Endorsement USCAN B 29/01/04.

Institute Cyber Attack Exclusion Clause CL380 (10.11.03).

Institute Marine Policy General Provisions (Cargo) CL 269 (1.10.82), with English law and practice deleted.

ACCUMULATION CLAUSE (in respect of Transit Limits)

Should there be an accumulation of interest beyond the limit any one vessel, aircraft, postal sending or conveyance expressed in this contract by reason of any interruption of transit and/or occurrence beyond the control of the Assured, or by reason of any casualty and/or at a transhipping point and/or in a connecting vessel or conveyance, then, provided notice is given to the Underwriters as soon as known to the Assured, the Underwriters shall be liable for the full amount at risk, but in no event shall they be liable for more than twice the limit any one vessel, aircraft, postal sending or conveyance.

**ADMITTED INTEREST**

Regardless of the terms of purchase and/or terms of sale and provided the Assured is obligated to provide insurance during the waterborne shipment; this insurance contract covers from Warehouse to Warehouse in accordance with the clauses contained herein.

In the event a claim arises under this clause, the Assured shall use all reasonable means to first recover the full amount of such loss from the importer/exporter in accordance with the terms of purchase/sale prior to calling on this insurance for payment. Should a claim be paid under this clause, the Assured shall subrogate to these Assurers all rights of recovery from the importer/exporter, importer/exporter's insurance or other responsible party.

BASIS OF VALUATION AND LOSS SETTLEMENT

In respect of finished goods, raw materials, or work in process, where the assured has a written contract of sale at an agreed price, the basis of valuation shall be the Assured's selling price less any unincurred costs and expenses.

Where there is no written contract of sale at an agreed price, the basis of valuation shall be the replacement cost of the finished goods, raw materials, or work in process at the time of loss. Replacement cost is defined as all costs and expenses generally associated with replacing the lost or damaged goods with goods of like kind in the same stage of the manufacturing process at the time of loss. In addition to the replacement cost underwriters agree where deemed necessary to pay for the cost of airfreighting replacement goods

CIVIL AUTHORITY

This insurance contract also covers any damage to or destruction of the subject matter insured caused by a civil authority during a conflagration for the purpose of retarding such conflagration.

BROKERS CANCELLATION CLAUSE (595BES00129A) amended

Notwithstanding anything contained in this insurance contract to the contrary, it is hereby understood and agreed that, in the event of the premium not having been paid by the Assured at the inception of the risk or, in the case of instalments, on the due date, **BESSO LIMITED**, (herein after called the Brokers) are hereby authorised by the Underwriters to cancel this insurance contract at the Brokers' discretion. Underwriters further authorise **BESSO LIMITED** to issue notice of cancellation on their behalf in the event of non-receipt of surveys, non-compliance with survey recommendations (where compliance is required by underwriters) and/or non-receipt of signed proposal forms within the timeframe permitted by underwriters. Such cancellation may be effected by the Brokers giving 14 days Notice to the Assured by registered letter, facsimile or electronic mail of intent to cancel, and thereafter instructing the Underwriters to cancel this insurance contract. Such cancellation shall take effect at Midnight GREENWICH MEAN TIME on the 14th day from the date that such notice was dispatched and the Underwriters shall adjust the premium under this insurance contract pro-rata temporis. In the event of the interest hereby insured becoming a total, constructive, arranged or compromised total loss from any cause whatsoever, any premium (including all future instalments) unpaid by the Assured, shall become due immediately and the Brokers shall be entitled to take the credit therefor.



CANCELLATION CLAUSE

The inclusion in this contract of insurance against war risks may be cancelled by either the Underwriters or the Assured giving 7 days notice.

The inclusion in this contract of insurance against strikes, riots, civil commotions and malicious damage, risks may be cancelled by either the Underwriters or the Assured giving 7 days notice other than for shipments or sendings to or from the USA where 48 hours notice shall be given

Except as above this contract may be cancelled by either the Underwriters or the Assured giving 30 days notice

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Underwriters but shall not apply to any transit insurance which shall have been declared or attached in accordance with contract terms and conditions before the cancellation becomes effective.

CLAIMS PROCEDURE

In the event of any happening or event likely to give rise to a claim under this Cargo Contract immediate notice must be given in writing with full particulars to:

In respect of West Coast USA

McLarens Young International, 100 West Broadway Suite 750, Glendale, CA 91210

Attention Mr Jim Day

Phone 818 291 6115 Fax 818 265 0288

OR

In respect of East Coast USA

McLarens Young International, 5555 Triangle Parkway, Suite 200, Norcross, GA 30092

Attention Mr Joseph Prata

Phone 770 448 4680 Fax 770 446 2855

OR

Besso Limited, Marine Claims,

8 -11 Crescent, London EC3N 2LY

Attn: Graham Jackson

Phone: 0207 480 1125

CLAIMS - ACTION BY INSURED

- a) In the case of theft or loss give notice to the Police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the Property.
- b) In all cases give notice to Underwriters in writing and supply all such detailed proofs and particulars as may be reasonably required.
- c) Underwriters receive the benefit of any sum(s) recovered from carriers or other third parties.

**COLOURS SIZE AND RANGE ENDORSEMENT**

If any part or parts of goods are lost or damaged within the coverage of this insurance contract, thereby rendering the remaining undamaged part or parts un-merchantable as complete goods these Underwriters will pay, subject to the liability limits stated herein, the difference between (A) the amount for which they would be liable under the valuation clause hereof if all parts of such goods had been physically lost or damaged and (B) the realisable value of the remaining undamaged part or parts of said goods as determined by the Assured; and meaning further that if in consequence of any direct physical loss or damage insured hereunder a full lot or range of sizes or colours (provided such goods are customarily sold by the Assured in lots or ranges or sizes or colours) is broken so as to reduce the value of the undamaged goods remaining in such lot or range, then Underwriters will pay (subject to the liability limits stated herein and provided the Assured is unable to reassemble said lots or ranges of sizes or colours from the remaining undamaged goods or from any other source) the difference between (A) the amount for which they would be liable under the valuation clause hereof if all goods in said lots or ranges of sizes or colours had been physically lost or damaged and (B) the realisable value of the undamaged goods remaining in said broken lot or range of sizes or colours as determined by the Assured.

CONCEALED DAMAGE

It is agreed that any loss or damage discovered on removing the final protective packing shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Assured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any containers, cases and/or packages showing signs of damage are to be opened immediately.

CONTROL OF CLAIMS

The Insured shall at the request and at the expense of Underwriters do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by Underwriters for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Underwriters shall be or would become entitled or subrogated upon. Underwriters paying for or making good any loss or damage under the Contract whether such acts and things shall be or become necessary or required before or after this indemnification by Underwriters.

The Insured shall not be entitled to abandon any property to Underwriters.

CONTROL OF DAMAGED GOODS

Notwithstanding anything to the contrary contained elsewhere herein, it is understood and agreed that in case of damage to goods insured under this insurance contract, the Assured is to retain control of all damaged goods. The Assured, however, agrees wherever practicable to recondition and sell such goods after removal of all brands and trademarks.

Where the disposal or sale of such damaged goods is, in the opinion of the Assured, detrimental to their interest (or which they are unable to sell or dispose of under their agreement with any trade association), such damage shall be treated as a constructive total loss and the Assured shall dispose of the damaged goods to the best advantage, Underwriters being entitled to such proceeds, or they shall be destroyed subject to Underwriters agreement.

Any expenses incurred by the Assured in complying with the above clause shall be recoverable hereunder.

**COST OF INVENTORY**

In the event of a loss hereon this insurance is extended to pay for the assureds costs incurred, up to a maximum of USD50,000, in the preparation of any inventory or appraisal that may be required by underwriters to determine the extent of loss.

CURRENCY CLAUSE

It is agreed that where limits or deductibles contained herein are stated in US Dollars this shall be deemed to also include currency equivalent in any other currency.

DEBRIS REMOVAL CLAUSE

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the subject-matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely

- (1) any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or therefor.
- (2) the cost of removal of cargo from any vessel or craft.

In no case shall the insurers be liable under this Clause for more than 10% of the proportionate insured value under this insurance contract of the damage subject-matter removed.

DEDUCTIBLE CLAUSE

All claims for loss, damage or expense resulting from any one occurrence or series of occurrences arising out of one event, shall be adjusted as one claim, and from the amount of such adjusted claim the sum stated in the claims deductible clause contained within the declaration shall be deducted.

In the event of any recovery and/or salvage on a loss which has been, or is being, or is about to be paid hereunder, such recovery and/or salvage shall accrue entirely to the benefit of Underwriters until the sum paid by Underwriters has been recovered.

DEMURRAGE CHARGES

If the assured is instructed by underwriters to hold an intermodal container, and if the assured is assessed a late penalty and/or demurrage charge for holding the intermodal container past the return date, underwriters will pay the late penalties and/or demurrage charges. The amount that underwriters will pay shall be the charges assessed from the time underwriters direct the assured to hold the container until the time underwriters inform the assured that the container can be released.

ERRORS AND OMISSIONS

This insurance shall not be prejudiced by any unintentional error, omission or delay in the remittance of copies of insurance contract's and/or certificates and/or declarations or by any unintentional error in the amount or the description of the interest, vessel or voyage or if the goods insured be shipped by another vessel or conveyance, provided prompt notice be given these Assurers as soon as said facts become known to the Assured's Risk Management

**EVENT**

When the term "event" is applied to losses from windstorms, hail and freezing arising out of atmospheric disturbance or condition, riot attending a strike, civil commotion, earthquake and flood, it shall be held to include those losses occurring or commencing during a period of 72 consecutive hours. The Assured may elect the moment when each 72 hour period shall be deemed to have commenced, provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded loss.

EXPEDITING EXPENSES

In the event of loss or damage, this insurance contract is extended to cover not only the cost of expense of replacing or duplicating the lost or damaged part or parts and/or repairing the machine or product, but also all expediting expenses to permit prompt replacement of lost or damaged material, including but not limited to, air express and/or air freight charges, overtime repair costs and other additional expenses, including duties, taxes and destination charges.

FIRE/THEFT ALARM WARRANTY

It is a condition precedent to coverage hereunder that, at locations controlled and/or operated by the Assured, all fire alarms, burglary alarms and other protective devices including but not limited to sprinkler systems be activated, used and maintained in accordance with manufacturers instructions.

FIRST LOSS CLAUSE (not to apply to retail premises if attaching).

In the event that amount at risk in any one location exceeds any of the limits expressed elsewhere herein, this contract shall become a first loss insurance up to the amount of such limit. The Assured will nevertheless report to Underwriters as soon as they become aware of such an increase in exposure the full amounts at risk subject to any additional premium to be agreed.

INSURABLE INTEREST

With respect to the coverages provided within this contract, whether they be contingent, extended or otherwise, the insurable interest of the assured is admitted at all times.

LABELS CLAUSE

- (A) In case of damage affecting labels, capsules or wrappers the Underwriters, if liable therefor under the terms of this insurance contract, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall the insurers be liable for more than the insured value of the damaged merchandise.
- (B) This insurance contract is extended to indemnify the Assured for actual expenses incurred in the reconditioning of or the replacing of, at final point of destination, the package of goods and/or merchandise insured under this insurance contract during transit to such destination provided:-
 - (I) The type of package would normally withstand the transit without damage.
 - (II) Packing to be free from damage at inception of transit risk as evidenced by issuance of a clean bill of lading (without a letter of indemnity having been given to shipper); or otherwise proven by the Assured.



- (III) Damage to packing is due to a peril insured against.
- (IV) Reconditioning of packing or repacking is actually necessary.

LOCATION DEFINITION

For the purpose of this insurance it is noted and agreed that premises with less than a 50' separation between them shall be deemed to be one location.

LOCKED CAR AND ALARM WARRANTY (not applicable to third party hauliers)

This insurance contract excludes losses from unattended vehicles unless all openings thereto are locked by means of the manufacturers approved devices and where the vehicle is fitted with an alarm, that alarm must be activated.

LONG TERM STORAGE OF GOODS - OTHER THAN IN BUILDINGS (only applicable to owned and/or operated locations)

Should any of the goods insured hereunder be stored for in excess of 72 hours outside secured buildings of standard recognized construction, then upon the expiry of the 72 hour period this insurance contract will exclude theft of such goods unless:-

Underwriters have been advised of the outside storage exposure and agreed to maintain theft coverage. The insurance contract has been specifically endorsed to include the exposure. The assured has agreed to accept any specific terms, clauses, increased deductibles or additional premiums that underwriters may require to reinstate or maintain theft coverage.

Should underwriters agree to maintain theft exposure it is a condition precedent to coverage that any advised security measures are maintained throughout.

NO SURVEY CLAUSE

No survey required on claims unlikely to exceed USD 5,000 or equivalent in any other currency. Customs and/or landing account, where available, to be deemed sufficient proof of loss.

OVERNIGHT VEHICLE LOCKING WARRANTY (not applicable to Third Party Hauliers).

Warranted that should vehicles be left loaded and unattended between 9.00pm and 6.00am (or until collected by the driver or other authorised person), such vehicles are in a locked building or in a locked compound surrounded by adequate walls and/or fences. Cover is not provided for theft of goods arising from vehicles or trailers left unattended between these hours unless:-

- 1) Such vehicle or trailer or container is garaged in a building or parked in a fully enclosed yard, which is securely closed and locked or under constant surveillance.
- 2) Such vehicle or trailer or container has all the openings closed and securely locked and all keys removed, so far as local fire regulations permit.

**PACKING CLAUSE**

Notwithstanding anything contained herein to the contrary it is agreed that where packing or preparation is undertaken by the Assured, their sub-contractors or suppliers, Underwriters shall accept such packing or preparation as sufficient or suitable to protect the subject-matter insured against loss or damage and further agree to waive rights of subrogation against the Assured, their sub-contractor or suppliers.

PAYMENT ON ACCOUNT CLAUSE

The Underwriters hereunder agree that where claims papers submitted demonstrate that only the quantum of the claim is in question they will make a 'payment on account' equal to 75% of the lower of the amounts claimed and agreed to by Underwriters.

PRECEDENCE OF CONDITIONS

The terms, conditions and warranties contained in this manuscript contract shall override anything that is at variance, or inconsistent with or contradictory to the printed forms which attach to this contract.

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08
LSW3001

PROCESS CLAUSE

This insurance remains in full force whilst the subject matter insured is under any process but in no case shall extend to cover damage thereto solely caused by such process.

**REFUSED/RETURNED SHIPMENT CLAUSE**

In the event of refusal or inability of the Assured or other consignee to accept delivery of merchandise insured hereunder, the insurance provided hereunder is extended to cover such merchandise during delay and/or return or until otherwise disposed of.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11/08/10
JC2010/014

SEALS INTACT CLAUSE

It is hereby agreed that in respect of consignments shipped in containers or curtain sided trailers as full vehicle loads, that claims in respect of Theft, Shortage, and Non-Delivery of a whole or part of a package will not be invalidated by the fact that the seals appear intact and that the production or discharge tally sheets and/or claused delivery notes will be sufficient evidence of the said theft, shortage or non-delivery. Subject to the Assured assisting Underwriters in the enforcement of rights against the suppliers and/or third parties.

SEAWORTHINESS ADMITTED CLAUSE

When Cargo, insured hereunder, is carried in Containers, it is agreed, as between the Assured and the Underwriters that the seaworthiness and/or cargo worthiness of the container is hereby admitted

SELLERS INTEREST IN RESPECT OF SHIPMENTS SOLD BY THE ASSURED ON 'F.O.B.', 'C.& F.' OR SIMILAR TERMS

This insurance is only to cover seller's interest on 'F.O.B.', 'C.& F.' or similar sales and is to cease when the interest is paid for by the buyer.

Claims are to be limited to the extent that the buyer fails to pay for lost or damaged goods and the underwriters are to be subrogated to the Assured's rights against buyers as well as other parties.

SHORTAGE FROM CONTAINER

With respect to shipments of goods in containers this insurance contract is also to pay for shortage of contents, meaning thereby the difference between (1) the number of packages or units loaded or said to be loaded in the container as per the shipper's or supplier's invoice or packing list and/or Bill of Lading and (2) the number of packages or units unloaded from the container by the Assured or consignee or their agent, whether or not the original seals are intact upon arrival at the final destination.

TITLE CLAUSE

This insurance shall not be vitiated because title to shipments under the terms of sale and/or purchase is not vested in the Assured if, in accordance with any special agreements made with the purchaser and/or seller or in accordance with the custom of the trade, loss, if any would fall to the Assured.

**VOYAGE CLAUSE**

The Insurance hereunder attaches from the time the subject-matter becomes at the Assured's risk or the Assured assumes interest and continues whilst the subject-matter is in transit and/or in store, or elsewhere including whilst held as stock (whether at warehouse, retail outlet or elsewhere), whether or not in the course of transit and including any interest held for the purpose of consolidation and until Assured's risk and/or interest finally ceases at final destination as required, including risks in customs as required, and transshipment, craft and barge risks where customary.

Further including the risks of loading prior to despatch and unloading after arrival at Assured's or consignee's premises.

Notwithstanding anything herein to the contrary, cover in respect of stock and/or inventory shall terminate on expiry of this insurance contract, as per the contract period.

WARRANTY CLAUSE

Underwriters hereby note and agree that a breach of any warranty contained herein will not prejudice any reported loss not directly affected by such breach.



TERMINATION OF TRANSIT CLAUSE (TERRORISM)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

1.1 as per the transit clauses contained within the Policy,

or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
 3. This clause is subject to English law and practice.
- JC2001/056



**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED
NOT PURCHASED CLAUSE**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

12th January 2015

LMA5219

Form approved by Lloyd's Market Association



**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED
NEW & RENEWAL BUSINESS ENDORSEMENT**

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

In consideration of an additional premium of {Missing} paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

12th January 2015

LMA5218

Form approved by Lloyd's Market Association

595

BES

Risk No.



BES SO LIMITED

SUBSCRIPTION AGREEMENT SECTION

INSTALMENT PREMIUM

PERIOD OF CREDIT: 60 days

ADJUSTMENT PREMIUM

PERIOD OF CREDIT: 60 days

FISCAL AND REGULATORY SECTION

TAX PAYABLE BY

INSURER(S): None

COUNTRY OF

ORIGIN: USA

OVERSEAS

BROKER: AmWins Brokerage of California
140 New Montgomery,
San Francisco, CA94105.

US CLASSIFICATION: Non Regulated – MAT Exemption

ALLOCATION OF

PREMIUM TO

CODING: As per Lineslip B0595JZ107016G

REGULATORY CLIENT

CLASSIFICATION: Large Risk

For Besso Internal Use Only

Slip Produced By: _____ **Date:** _____

Slip Checked By: _____ **Date:** _____



**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT 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, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

LMA9104 12th January 2015
Form approved by Lloyd's Market Association

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$7,000
✓	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.



Policyholder/Applicant's Signature

..... Syndicate on behalf of certain
underwriters at Lloyd's

Print Name

Policy Number

**NOTICE:**

- 1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NON ADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**



- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**
- 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU**

Date:

Insured: 

SIGN HERE

07/11

LSW1146D

PAYMENT OPTIONS TO PURCHASE YOUR POLICY

Company/Insured's Name _____

*** **OPTION 1** *Mail* your entire application with your form of payment to:

AEGIS INSURANCE MARKETS
40169 Truckee Airport Rd, Suite 203
Truckee, CA 96161

*** **OPTION 2** *Submit by fax with check* -FAX PAYMENT TO: 888-344-9284

NOTE: Credit line checks or Credit card checks must be mailed

CHECK AUTHORIZATION AGREEMENT(ACH DEBITS)

I (we) hereby authorize Aegis Insurance Markets, herein called Company, to initiate a onetime single entry to my (our) following account:

Check Number _____ Amount of Check _____

Name on Account _____

I authorize the above listed Company to use my faxed check as a draft check. I understand that I presently have these funds available in my account to process this draft. This draft authorization is solely for the purpose of securing insurance coverage.
\$25 FEE CHARGED FOR ALL RETURNED CHECKS

Signature X _____

*****Write check as you would normally and tape here and KEEP FOR YOUR RECORDS*****

*****OPTION 3** *Submit by fax with credit card* - FAX PAYMENT TO: 888-344-9284

Surcharge Fees Apply for this option

YOUR NAME AS IT APPEARS ON YOUR CARD: _____

ADDRESS WHERE THE BILL IS RECEIVED: _____

Type of card: VISA MC AMEX _____

Expiration date: ____/____/____

Security Code: _____

Premium to be charged \$ _____

*Surcharge total \$ _____

Amount to be charged \$ _____

***Credit payment: a flat \$3 Surcharge for every \$100 charged, will be added to your charge card.**

Card #: _____

Signature _____

NOTE: IF YOU HAVE SENT A DEPOSIT THE BALANCE WILL BE FINANCED WITH AN OUTSIDE FINANCE COMPANY. ***FINANCE CHARGES WILL APPLY***

Fox Ortega Enterprises, Inc. dba Premier Cru, Debtor
Case No. 16-40050-WJL-7

EXHIBIT B
TO
DECLARATION OF MICHAEL G. KASOLAS

INDICATION

CLIENT: Fox Ortega Enterprises, Inc.

CARRIER: Penn Star Insurance Company

QUOTE EXPIRES: 2/21/2016

RATING FACTORS: Warehouse/retail area square footage: 25,000

GENERAL LIABILITY POLICY LIMITS:

Aggregate Limit:	\$2,000,000	Deductible: \$500 Per Claim
Occurrence Limit:	\$1,000,000	
Product & Completed Ops Limit:	EXCLUDED	
Personal/Advertising Injury Limit:	EXCLUDED	
Fire/Legal:	\$100,000	
Medical Payments:	\$5,000	

COMMERCIAL PROPERTY POLICY LIMITS:

Business Personal Property:	\$10,000
Electronic Data Processing Hardware:	\$40,000

Total Cost*: \$3,469.85

Minimum Required Deposit**: \$3,469.85

*Includes: Premium, policy fees, broker fees and all other taxes/fees required by the carrier and/or the state of California.

**Deposit is fully earned at inception and is non-refundable once coverage is bound

Of note in this proposal:

1. Carrier has an AMBest.com rating of A size XI
2. This program is Non-Admitted in California.
3. Coverage is subject to favorable inspection and compliance with any recommendations issued by the carrier
4. Premium is based on warehouse/retail space square footage. (Please see attached Company Quote for Rate)
5. Policy is subject to Audit by the carrier at expiration of the policy term.

PLEASE READ CAREFULLY AS THE INDICATION MAY NOT INCLUDE ALL THE CONDITIONS, TERMS OR COVERAGES REQUESTED.

This proposal is for illustration purposes only. All coverages are subject to term, conditions, limitations and exclusions of the actual policy. In the event of discrepancy between this proposal and the policy, the policy will supersede this proposal

5 of 10

EXHIBIT B

1/22/2016

PREMIUM SUMMARY & PAYMENT TERMS

Premiums shown above are estimated annual premiums. They are based on the information you provided to us. In the event further underwriting information is received which changes the exposures, premium may be subject to change. Final premiums can be affected by audits, periodic reporting forms, retro and dividend plans, changes in your operations (new buildings, vehicles, equipment) and other factors.

THE PURPOSE OF THIS PROPOSAL

A commercial insurance program is often complicated. We prepared this insurance proposal to summarize your commercial insurance policy.

Any proposal sacrifices some detail for the sake of expediency. Since we could not restate your policies verbatim, we have outlined some of the features and provisions to provide you with a guide to your commercial insurance policy.

INFORMATION YOU PROVIDE

We have relied solely on the information you provided us to prepare this proposal. If any of the information you provided is inaccurate, the terms and conditions, premium, or even the availability of the insurance summarized here may be subject to change.

If at any time you have changes in your business operations, please notify us as soon as possible. This will help us prevent gaps in coverage, which in turn could lead to uninsured losses.

This proposal is for illustration purposes only. All coverages are subject to term, conditions, limitations and exclusions of the actual policy. In the event of discrepancy between this proposal and the policy, the policy will supersede this proposal

6 of 10

1/22/2016

HOW WE GET PAID

Aegis Insurance Markets takes pride in the services our brokerages provide to you, our client, for insurance and risk management programs. For our efforts we are compensated in a variety of ways, primarily in the form of commissions and contingency amounts paid by insurance companies and, in some cases, fees paid by clients or third parties. The means by which we are compensated are described below.

Commission income - Commission, normally calculated as a percentage of the premium paid to the insurer for the specific policy, is paid to us by the insurer to distribute and service your insurance policy. Our commission is included in the premium paid by you. The individuals at Aegis Insurance Markets who place and service your insurance may be paid compensation that varies directly with the commissions we receive.

Fees paid by clients - On occasion, with more complex business insurance programs and where additional resources, products or services are appropriate, a fee may be negotiated for placement of insurance coverage or additional services. Fees charged for the placement of insurance will be outlined in a proposal and approved, usually in writing, prior to the insurer binding coverage. On occasion, we may receive both commissions *and* client paid fees for placing insurance, which generally will be disclosed in writing to you in advance. In certain circumstances clients pay us mutually agreed upon fees for additional services, such as third party administration of employee benefits or workers' compensation programs.

Other Compensation and Benefits - We may receive revenue or further benefits from our insurance brokerage activities in other ways, including, but not limited to, from insurance company promotional events, payments from insurers for promotional marketing and/or employee training and development, fees or a percentage of the interest paid to us for the administration of premium finance contracts, interest paid to us by financial institutions earned on fiduciary or trust accounts in which we hold your premium payments pending remittance to the insurance company, and fees paid to us for policy and/or claims administration and/or loss control services that we provide.

Please also feel free to ask any questions about our compensation generally, or as to your specific insurance proposal or placement, by contacting your Aegis Insurance Markets agent or customer service representative directly, or by calling us at 1-800-579-6369.

We want you to choose Aegis Insurance Markets to be your insurance advisor – and we intend to make your decision an educated one.

This proposal is for illustration purposes only. All coverages are subject to term, conditions, limitations and exclusions of the actual policy. In the event of discrepancy between this proposal and the policy, the policy will supersede this proposal

PRIVACY POLICY

Aegis Insurance Markets appreciates your business and are committed to protecting the privacy of your personal information. **We do not sell your personal information to anyone.** The very nature of our business, however, sometimes requires that we collect or share certain personal information about you with others, such as insurance carriers and financial institutions. Accordingly, we are delivering this Privacy Policy to inform you about the information we may collect and disclose about you and the practices that we use in handling this information.

Information We May Collect

In order to service your account and better understand your needs, we may collect non-public personal identifiable information about you from the following sources:

- o Applications or other completed forms that we receive from you (such as your name, address and social security number);
- o Your transactions with us, our affiliates, or other third parties (such as your payment history and claims information);
- o Our web sites or the Internet, including information obtained through the use of Internet "cookies";
- o Consumer reporting agencies and state and federal government agencies, such as state motor vehicle departments;
- o Other sources, such as your employer, information clearinghouses, medical or health care providers and/or third parties.

The above is "Personal Information" for the purposes of the Privacy Notice. We may disclose Personal Information to affiliates and nonaffiliated third parties as described in the following sections below.

Information We May Disclose

We may disclose all the Personal Information we collect as described above to companies that perform services on our behalf or to other financial institutions with whom we have joint marketing agreements. We may disclose your Personal Information to affiliated and nonaffiliated third parties as necessary to process or service requested or authorized transactions, such as to secure quotation for insurance, obtain insurance coverage or to report or process claims. We do not otherwise disclose your Personal Information except to the extent permitted or required by law. We do not disclose Personal Information about you unless such information relates directly from our transactions or experiences with you, as described under the Fair Credit Reporting Act, such information we receive from consumer reporting agencies.

Former Customers & Additional Insureds

This Privacy Statement describes our privacy practices for both current and former customers. If there is more than one person insured under a policy, this Privacy Policy will only be sent to the named insured on that policy, but applies to all insureds. Any policyholder may request a copy of this Privacy Policy. If we provide more than one product or service to you, you may receive more than one copy of this Privacy Notice. We apologize for any inconvenience this may cause you.

Security

With respects to Personal Information that we maintain, we restrict access to such information to those employees or service providers who need to know such information in order to provide the requested services or products. We also maintain reasonable physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

This proposal is for illustration purposes only. All coverages are subject to term, conditions, limitations and exclusions of the actual policy. In the event of discrepancy between this proposal and the policy, the policy will supersede this proposal

IMPORTANT INFORMATION REGARDING YOUR CARRIER

Admitted vs. Non-Admitted Insurance Companies

Whenever possible, we recommend requiring all insurance companies to be admitted to do business in California. This is important, as should an insurer go bankrupt, the California Insurance Guaranty Association may be available to pay claims up to \$500,000. There is no fall back position for non-admitted insurers. However, many quality insurance companies may choose to be non-admitted in California to allow them flexibility in their underwriting and pricing decisions. It is ok to accept a non-admitted insurer – just make sure the A.M. Best rating is at least A- VIII. However, a rating of A X or better is preferred for non-admitted insurers writing general liability insurance.

Risk Retention Groups (RRG)

In 1981, in response to the inability of individual states and the “traditional” insurance markets to adequately address the liability crisis for various market segments of our economy, the Federal Government passed the “Products Liability Risk Retention Act”. This Act allowed for the creation of Risk Retention Groups and in 1986, the Act was broadened to address any group (homogenous) which wanted to create their own insurance company to write liability insurance. Very simply, a Risk Retention Group is an insurance company which has to be owned by its insureds. An RRG is a stock company where, to meet the requirements of the federal act, an insured by a RRG, must buy shares through execution of a subscription agreement.

In the event that a RRG ever becomes insolvent, the provisions of the state insurance guaranty associations will not apply because of its status as a Risk Retention Group. A Risk Retention Group may not be subject to all of the insurance laws and regulations of your state.

A.M. BEST RATINGS:

Letter grade:

A++, A	Superior
A, A-	Excellent
B++, B+	Very Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Supervision
F	In Liquidation

Numerical grade:

XV	Greater than 2,000,000,000
XIV	1,500,000,000 to 2,000,000,000
XIII	1,250,000,000 to 1,500,000,000
XII	1,000,000,000 to 1,250,000,000
XI	750,000,000 to 1,000,000,000
X	500,000,000 to 750,000,000
IX	250,000,000 to 500,000,000
VIII	100,000,000 to 250,000,000
VII	50,000,000 to 100,000,000
VI	25,000,000 to 50,000,000
V	Less than 10,000,000

This proposal is for illustration purposes only. All coverages are subject to term, conditions, limitations and exclusions of the actual policy. In the event of discrepancy between this proposal and the policy, the policy will supersede this proposal

ADDITIONAL INSURED ENDORSEMENT – “YOUR WORK” or “COMPLETED OPERATIONS” vs. “ONGOING OPERATIONS”:

Some contracts may require an additional insured endorsement which applies to “your work” (includes completed work), rather than just for your “ongoing operations.” **Your General Liability insurer does not offer this coverage.** Please DO NOT agree to provide additional insured status to others for “your work.” (form #CG20 10 11/85 or equivalent)

COMMON STANDARD EXCLUSIONS:

(check with your agent for applicable exclusions to your carrier): Nuclear energy limitation, asbestos, lead, assault & battery, sexual or physical abuse, communicable disease, subsidence, earthquake, roofing, new construction of: tract homes, multi-unit homes, condos, townhouses, apartments. The above exclusions are listed in summary form and should not be considered a substitute for a policy. The policy form supersedes any and all interpretations of coverage forms, limits, conditions & exclusions.

IMPORTANT NOTES AND CONDITIONS:

To begin coverage, please send your payment and completed application to Aegis Insurance Markets. By sending payment you are authorizing Aegis Insurance Markets to request bind of the policy. If you request cancellation any time after we receive your deposit and we have requested bind, you will not be refunded the deposit amount. NO FLAT CANCELLATIONS. This will not apply if carrier declines coverage.

Fox Ortega Enterprises, Inc.

This is to confirm that you have received and read attached quotation from the carrier. And you want to bind coverage.

Sign here to acknowledge above conditions:

X _____
Signature Date

AGENT: John Bills

This proposal is for illustration purposes only. All coverages are subject to term, conditions, limitations and exclusions of the actual policy. In the event of discrepancy between this proposal and the policy, the policy will supersede this proposal

10 of 10

1/22/2016



Total Premium: \$3,469.85
 Deposit Required: \$3,469.85
 100% fully earned, not refundable once coverage is bound.

COMMERCIAL PACKAGE QUOTATION

Quote Date: 1/22/2016	Quote No: 1028719
Proposed Effective date: 1/22/2016	Quote Prepared by: Michele David
Named Insured: Fox Ortega Enterprises, inc. dba Premie	Preparer's Contact Information: michele.david@amwins.com
Penn America Agency: AmWINS Access Insurance Services	Policy Term: 12
Expiring Policy Number:	

Thank you for the opportunity to review your submission. Please review carefully, as the coverage may not be as requested on the application. This Quotation is good for 30 days or until the proposed effective date whichever occurs first. Based on the date of quotation and the proposed effective date this quotation will expire on: 2/21/2016

UNDERWRITING COMPANY: Penn Star Insurance Company (Non-Admitted) A.M. Best A (Excellent) XI

BUSINESS DESCRIPTION: Warehouse

PRIMARY BUSINESS LOCATION:

Total Package Premium \$2,828:

(Excluding TRIA, Taxes and Fees)

COMMERCIAL PACKAGE COVERAGE

LOCATION DETAIL

Loc.	ADDRESS
1	1011 University Ave, Berkeley, CA, 94710

COMMERCIAL GENERAL LIABILITY COVERAGE

EACH OCCURRENCE LIMIT	\$1,000,000	
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	Excluded	
MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE	Excluded	
PERSONAL AND ADVERTISING INJURY	Excluded	
DAMAGE TO PREMISES RENTED BY YOU LIMIT	\$100,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$5,000	ANY ONE PERSON
DEDUCTIBLE: BI \$500 PD \$500		
<input type="checkbox"/> PER OCCURRENCE <input checked="" type="checkbox"/> PER CLAIM		

State	Code	Description	Basis	Exposure	Premises		Prod/Completed Ops		Total Premium
					Rate	Premium	Rate	Premium	
CA	68706	Warehouses - private Area - Other than Not-for-Profit		25,000	78.543	\$1,964	██████████ EXCLUDED	\$0	\$1,964

GENERAL LIABILITY PREMIUM (May reflect Company Minimum/Target GL Premium)	\$1,964
---	---------

IF ELECTED, THE TERRORISM CHARGE IS 5% OF THE ANNUAL POLICY PREMIUM FOR ALL LINES OF COVERAGE. THE 5% CHARGE SHOULD BE CALCULATED AFTER ALL OTHER PREMIUM CALCULATIONS HAVE BEEN COMPLETED. A MINIMUM ANNUAL PREMIUM OF \$ 100 PER POLICY SHALL APPLY.

PROPERTY COVERAGES

1450 - Whiskey & Liquor Warehouses - In Connection with Distilleries											
Loc	Bldg	Coverage	Limit	Cause of Loss	Valuation	Coins Or Mthly Limit	Wind Ded.		AOP Ded.	Rate	Prem
							\$	%			
1	1	BPP	10,000	Special Including Theft	RCV	90 %	500	0.0	500	0.638	64

PROPERTY COVERAGE OPTIONS

PROPERTY COVERAGE OPTION	PREMIUM BASE	PREMIUM
EQUIPMENT BREAKDOWN		\$38
PROPERTY PREMIUM (May reflect Company Minimum/Target Property Premium)		\$864
PACKAGE PREMIUM (May reflect Company Minimum Package Premium)		\$2,828

MINIMUM AND DEPOSIT	100% . See endorsement S1003. Policy may be subject to audit.
MINIMUM EARNED	In the event of cancellation by the insured a [REDACTED] earned premium shall apply. 100% fully

Package Premium	\$2,828
TRIA Charge (If Elected)	\$
Premium Excluding TRIA	\$2,828
Surplus Lines Tax	\$62.67
Stamping Fee	\$4.18
Policy Fee	\$150.00
Inspection Fee	\$125.00
Premium including Taxes and Fees	\$3,169.85
Aegis Fee	+\$300.00

PRIOR TO BINDING PLEASE SUBMIT:

- Completed and signed and dated Application

Subject to a signed "No known loss" letter.

Subject to a favorable inspection within 30 days of binding.

CG2144 APPLIES - COVERAGE IS LIMITED TO PREMISES LOCATED AT 1011 UNIVERSITY WAREHOUSE, BERKELEY, CA.

PREMIUM IS 100% FULLY EARNED AT BINDING.

THE ONLY TYPES OF ADDITIONAL INSUREDS THAT CAN BE ADDED WOULD BE THOSE LIMITED TO THE PREMISES; I CANNOT ADD BLANKET ADDITIONAL INSURED, WOULD NEE TYPES OF A/I'S NEEDED TO ADVISE IF A/I FORM IS AVAILABLE (AND TO ADVISE ADDITIONAL PREMIUM).

COMPUTER COVERAGE: Applies to permanently installed, or non-mobile data processing (e.g. desktop personal computers, file servers, central processors, printers, disk drives, peripheral equipment, etc.) - \$40,000 limit. Computer Premium: \$800

COMPUTER FORMS:

IM0025 Minicomputer Coverage Form

S5000 Commercial Inland Marine Declarations

S5003 Commercial Inland Marine Conditions

Need list with the make, model, value, and serial number of each item.

CP1420 ADDITIONAL PROPERTY NOT COVERED: 'STOCK'

CP1211 WARRANTS:

- . Fully functional, actively engaged burglar alarm system with interior motion detection devices protecting the entire building, that signals directly to an outside central station or police department. Alarm must be in the "on" position during all non-working hours or if unoccupied.

NOTICE

This quotation is based primarily on the information you have provided, or will provide as a condition of binding coverage. If the risk being quoted requires underwriting approval, this quotation is an "indication" only subject to underwriter approval. The coverages, limits, and terms & conditions may vary from those being requested by you and/or your client. This proposal contains private, privileged, and confidential information belonging to the sender and is provided for the sole benefit of the addressee. If you have received this proposal in error please contact Penn America immediately.

COMMERCIAL LINES COMMON POLICY DECLARATIONS SCHEDULE OF FORMS AND ENDORSEMENTS

QUOTE NUMBER: 1028719

NAMED INSURED:

Form / Edition Date / Form Name

Common Policy

EAA100 [01-12] IN WITNESS CLAUSE
EAA146 [12-09] TERRORISM EXCLUSION
EAA199 [02-15] CA SERVICE OF SUIT
EPA1739 [06-15] CHANGES - ACTUAL CASH VALUE
IL0003 [09-08] CALCULATION OF PREMIUM
IL0017 [11-98] COMMON POLICY CONDITIONS
IL0021 [09-08] NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL0935 [07-02] EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL0985 [01-15] DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
NAA105 [10-10] GLOBAL INDEMNITY PRIVACY NOTICE
NAA124 [01-15] DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
NAA169 [08-15] CLAIMS REPORTING PROCEDURES
S1003 [08-91] MINIMUM EARNED PREMIUM
S1018 [07-11] CA - SURPLUS LINES NOTICE
S1100 [11-14] PENN-AMERICA COMMON POLICY DECLARATIONS
S2025 [08-02] CA COMBINED PROVISIONS ENDT.

Commercial General Liability

CG0001 [04-13] CGL COVERAGE FORM
CG0300 [01-96] DEDUCTIBLE LIABILITY INSURANCE
CG2104 [11-85] EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD
CG2106 [05-14] EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2138 [11-85] EXCLUSION - PERSONAL & ADVERTISING INJURY
CG2139 [10-93] CONTRACTUAL LIABILITY LIMITATION
CG2144 [07-98] LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG2147 [12-07] EMPLOYMENT RELATED PRACTICES EXCL
CG2155 [09-99] TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG2167 [12-04] FUNGI OR BACTERIA EXCLUSION
CG2196 [03-05] SILICA OR SILICA-RELATED DUST EXCLUSION
CG3234 [01-05] CALIFORNIA CHANGES
S2000 [06-01] GL COVERAGE PART DECLARATIONS

Commercial Property

CP0010 [10-12] BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0090 [07-88] COMMERCIAL PROPERTY CONDITIONS
CP0140 [07-06] EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP1030 [10-12] CAUSE OF LOSS - SPECIAL FORM
CP1211 [10-00] BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS
CP1420 [11-91] ADDITIONAL PROPERTY NOT COVERED
NAA216 [12-15] NOTICE TO POLICYHOLDERS - LOSS CONTROL ROOF ASSESSMENT
S3000 [08-09] COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
S3008 [03-08] EQUIPMENT BREAKDOWN COVERAGE

Form Schedule

S1007 [12-00] SCHEDULE OF FORMS AND ENDORSEMENTS

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. GOVERNMENT REIMBURSEMENT WILL DECREASE 1% EACH YEAR STARTING JANUARY 1, 2016, UNTIL REACHING 80% ON JANUARY 1, 2020. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE 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, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.

The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

Should you choose to purchase coverage for an "act of terrorism", as defined in the Act, you must pay a premium of \$141.

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act.

Name of Insurance Company:

Name of Applicant:

Policy Number (if applicable):

Policy Period (if applicable):



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)
1/12/2016

AGENCY Aegis Insurance Markets 40169 Truckee Airport Rd Suite 203 Truckee CA 96161		CARRIER TBD		NAIC CODE
		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE
		POLICY NUMBER GL BPP SUBMIT		
CONTACT NAME: John Bills PHONE (A/C No. Ext.): (530) 582-6000 FAX (A/C No.): (530) 582-6007 E-MAIL ADDRESS: johnb@aegisins.com		UNDERWRITER		UNDERWRITER OFFICE
CODE:		SUBCODE:		
AGENCY CUSTOMER ID: 00013228				

SECTIONS ATTACHED

SECTIONS ATTACHED

INDICATE SECTIONS ATTACHED		PREMIUM		PREMIUM			PREMIUM	
	ACCOUNTS RECEIVABLE / VALUABLE PAPERS	\$		ELECTRONIC DATA PROC	\$	<input checked="" type="checkbox"/>	PROPERTY	\$
	BOILER & MACHINERY	\$		EQUIPMENT FLOATER	\$		TRANSPORTATION / MOTOR TRUCK CARGO	\$
	BUSINESS AUTO	\$		FIDUCIARY LIABILITY COVERAGE	\$		TRUCKERS / MOTOR CARRIER	\$
	BUSINESS OWNERS	\$		GARAGE AND DEALERS	\$		UMBRELLA	\$
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	\$		GLASS AND SIGN	\$		YACHT	\$
	CRIME	\$		INSTALLATION / BUILDERS RISK	\$			\$
	CYBER AND PRIVACY COVERAGE	\$		LIQUOR LIABILITY	\$			\$
	DEALERS	\$		OPEN CARGO	\$			\$

ATTACHMENTS

ADDITIONAL INTEREST	INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT
ADDITIONAL PREMISES	LOSS SUMMARY
APARTMENT BUILDING SUPPLEMENT	PREMIUM PAYMENT SUPPLEMENT
CONDO ASSN BYLAWS (for D&O Coverage only)	PROFESSIONAL LIABILITY SUPPLEMENT
CONTRACTORS SUPPLEMENT	RESTAURANT / TAVERN SUPPLEMENT
COVERAGES SCHEDULE	STATEMENT / SCHEDULE OF VALUES
DRIVER INFORMATION SCHEDULE	STATE SUPPLEMENT (If applicable)
HOTEL / MOTEL SUPPLEMENT	VACANT BUILDING SUPPLEMENT
INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	VEHICLE SCHEDULE

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
1/13/2016	1/13/2017	<input type="checkbox"/> DIRECT <input checked="" type="checkbox"/> AGENCY				\$	\$	\$ 0.00

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) Fox Ortega Enterprises, Inc., DBA: Premie PO Box 26650 c/o Michael Kasolas, Trustee San Francisco, CA 94126		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: (415) 850-9525			
		WEBSITE ADDRESS			
<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS:	<input type="checkbox"/> NOT FOR PROFIT ORG <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION <input type="checkbox"/> TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS:	<input type="checkbox"/> NOT FOR PROFIT ORG <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION <input type="checkbox"/> TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS:	<input type="checkbox"/> NOT FOR PROFIT ORG <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION <input type="checkbox"/> TRUST		

CONTACT INFORMATION

CONTACT TYPE: Claims Info		CONTACT TYPE: Accounting Records	
CONTACT NAME: Mike Kasolas		CONTACT NAME: Mike Kasolas	
PRIMARY PHONE # <input type="checkbox"/> HOME <input checked="" type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input checked="" type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input checked="" type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input checked="" type="checkbox"/> CELL
(415) 850-9525	(415) 850-9525	(415) 850-9525	(415) 850-9525
PRIMARY E-MAIL ADDRESS: trustee@kasolas.net		PRIMARY E-MAIL ADDRESS: trustee@kasolas.net	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC # 1	STREET 1011 University Avenue (warehouse)		CITY LIMITS x INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$ OCCUPIED AREA: 10000 SQ FT
BLD # 1	CITY: Berkeley	STATE: CA	OUTSIDE	x TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP: 94710				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC # 1	STREET 1011 University Avenue (retail store front)		CITY LIMITS x INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$ OCCUPIED AREA: 15000 SQ FT
BLD # 2	CITY: Berkeley	STATE: CA	OUTSIDE	x TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP: 94710				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$ OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$ OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

NATURE OF BUSINESS							DATE BUSINESS STARTED (MM/DD/YYYY)
APARTMENTS	CONTRACTOR	MANUFACTURING	RESTAURANT	SERVICE			
CONDOMINIUMS	INSTITUTIONAL	OFFICE	RETAIL	WHOLESALE			
DESCRIPTION OF PRIMARY OPERATIONS Retail wine business in bankruptcy proceedings. BK trustee needs to ensure inventory and business property are properly insured. Premises liability needed as well.							
RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:		INSTALLATION, SERVICE OR REPAIR WORK %		OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %			
DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED							

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Reason for interest:										
INTEREST		NAME AND ADDRESS		RANK: _____	EVIDENCE: _____	CERTIFICATE _____	POLICY _____	SEND BILL _____	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LOSS PAYEE						LOCATION:	BUILDING:
<input type="checkbox"/>	BREACH OF WARRANTY	<input type="checkbox"/>	MORTGAGEE						VEHICLE:	BOAT:
<input type="checkbox"/>	CO-OWNER	<input type="checkbox"/>	OWNER						AIRPORT:	AIRCRAFT:
<input type="checkbox"/>	EMPLOYEE AS LESSOR	<input type="checkbox"/>	REGISTRANT						ITEM CLASS:	ITEM:
<input type="checkbox"/>	LEASEBACK OWNER	<input type="checkbox"/>	TRUSTEE						ITEM DESCRIPTION	
<input type="checkbox"/>	LIENHOLDER	REFERENCE / LOAN #:			INTEREST END DATE:					
<input type="checkbox"/>		LIEN AMOUNT:			PHONE (A/C, No, Ext):			FAX (A/C, No):		
REASON FOR INTEREST:					E-MAIL ADDRESS:					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y/N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				N
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				N
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				N
<input type="checkbox"/> SAFETY MANUAL	<input type="checkbox"/> MONTHLY MEETINGS	<input type="checkbox"/>		
<input type="checkbox"/> SAFETY POSITION	<input type="checkbox"/> OSHA			
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				N
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
<input type="checkbox"/> NON-PAYMENT	<input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER	<input type="checkbox"/>		
<input type="checkbox"/> NON-RENEWAL	<input type="checkbox"/> UNDERWRITING	<input type="checkbox"/> CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				Y
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				
OCCURRENCE DATE	EXPLANATION	RESOLUTION	RESOLUTION DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST?				N
NAME OF TRUST				
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

DATE (MM/DD/YYYY)
1/12/2016

COVERAGES

LIMITS

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

*** A/I'S NEEDED FOR BANKRUPTCY TRUSTEE AND ONE OTHER ENTITY RELATED TO BK OPERATIONS ***

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

1. UM / UIM COVERAGE ☐ IS ☐ IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE ☐ IS ☐ IS NOT AVAILABLE.

SCHEDULE OF HAZARDS

[illegible]

CLAIMS MADE (Explain all "Yes" responses)

CLAIMS MADE (Explain all "Yes" responses)		Y/N
EXPLAIN ALL "YES" RESPONSES		
1. PROPOSED RETROACTIVE DATE:		
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:		
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?		
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?		

EMPLOYEE BENEFITS LIABILITY

EMPLOYEE BENEFITS LIABILITY	
1. DEDUCTIBLE PER CLAIM: \$	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

ACORD 126 (2014/04)

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INS126 (201404)

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CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)					Y/N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB- CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL- TIME STAFF:	# PART- TIME STAFF:	

PRODUCTS / COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS	

EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.							Y/N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?							
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)							
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?							
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?							
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?							
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?							
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?							
8. PRODUCTS UNDER LABEL OF OTHERS?							
9. VENDORS COVERAGE REQUIRED?							
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSURED?							

ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	INTEREST IN ITEM NUMBER	
				LOCATION:		BUILDING:
				ITEM CLASS:	ITEM:	
				ITEM DESCRIPTION		
		REFERENCE / LOAN #:				

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y / N
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?				N
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?				N
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)				N
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?				N
5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?				N
EQUIPMENT		TYPE OF EQUIPMENT		INSTRUCTION GIVEN (Y/N)
		SMALL TOOLS	LARGE EQUIPMENT	
		SMALL TOOLS	LARGE EQUIPMENT	
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?				N
7. ANY PARKING FACILITIES OWNED/RENTED?				N
8. IS A FEE CHARGED FOR PARKING?				N
9. RECREATION FACILITIES PROVIDED?				N
10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following):				
# APTS	TOTAL APT AREA Sq. Ft.	DESCRIBE OTHER LODGING OPERATIONS		
11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply)				N
<input type="checkbox"/> APPROVED FENCE <input type="checkbox"/> LIMITED ACCESS <input type="checkbox"/> DIVING BOARD <input type="checkbox"/> SLIDE <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> IN GROUND <input type="checkbox"/> LIFE GUARD				
12. ARE SOCIAL EVENTS SPONSORED?				N
13. ARE ATHLETIC TEAMS SPONSORED?				
TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP		13 - 18
		12 & UNDER		OVER 18
EXTENT OF SPONSORSHIP:		EXTENT OF SPONSORSHIP:		
14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?				N
15. ANY DEMOLITION EXPOSURE CONTEMPLATED?				N



PROPERTY SECTION

DATE (MM/DD/YYYY)

1/12/2016

AGENCY NAME Aegis Insurance Markets		CARRIER TBD		NAIC CODE
POLICY NUMBER GL BPP SUBMIT	EFFECTIVE DATE 1/13/2016	NAMED INSURED(S) Fox Ortega Enterprises, Inc., DBA: Premier Cru		

BLANKET SUMMARY

BLKT #	AMOUNT	TYPE	BLKT #	AMOUNT	TYPE

PREMISES INFORMATION

PREMISES #: 1		STREET ADDRESS: 1011 University Avenue							
BUILDING #: 1		BLDG DESCRIPTION: WAREHOUSE							
SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
WINE	7,000,000	100	RC	Special (Including	3	1,000			

ADDITIONAL INFORMATION

BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810

VALUE REPORTING INFORMATION - Attach ACORD 811

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N) <input type="checkbox"/>	DESCRIPTION OF PROPERTY COVERED	LIMIT \$	REFRIG MAINT AGREEMENT (Y / N) <input type="checkbox"/>	OPTIONS	
		DEDUCTIBLE \$		<input type="checkbox"/> BREAKDOWN OR CONTAMINATION <input type="checkbox"/> POWER OUTAGE <input type="checkbox"/> SELLING PRICE	
SINKHOLE COVERAGE (Required in Florida)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$	
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$	
<input type="checkbox"/> PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK		# OF OPEN SIDES ON STRUCTURE: _____			
CONSTRUCTION TYPE Frame	DISTANCE TO HYDRANT FT	FIRE STAT MI	FIRE DISTRICT	CODE NUMBER	PROT CL
# STORIES 2	# BASMT'S	YR BUILT 1943	TOTAL AREA 10,000		
BUILDING IMPROVEMENTS		BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES
<input checked="" type="checkbox"/> WIRING, YR: 2009	<input checked="" type="checkbox"/> PLUMBING, YR: 2009	WIND CLASS	SEMI-RESISTIVE	<input checked="" type="checkbox"/> HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT	DATE INSTALLED: _____
<input checked="" type="checkbox"/> ROOFING, YR: 2009	<input checked="" type="checkbox"/> HEATING, YR: 2009	RESISTIVE	MANUFACTURER: _____		
OTHER: _____ YR: _____					
PRIMARY HEAT			SECONDARY HEAT		
<input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/>			<input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/>		
IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N			IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N		
RIGHT EXPOSURE & DISTANCE		LEFT EXPOSURE & DISTANCE		FRONT EXPOSURE & DISTANCE	
				REAR EXPOSURE & DISTANCE	
BURGLAR ALARM TYPE Premises		CERTIFICATE #		EXPIRATION DATE	<input checked="" type="checkbox"/> CENTRAL STATION <input type="checkbox"/> LOCAL GONG
BURGLAR ALARM INSTALLED AND SERVICED BY		EXTENT	GRADE	# GUARDS / WATCHMEN	CLOCK HOURLY
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)		% SPRNK 100	FIRE ALARM MANUFACTURER		<input checked="" type="checkbox"/> CENTRAL STATION <input type="checkbox"/> LOCAL GONG

ADDITIONAL INTEREST

ACORD 45 attached for additional names

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	INTEREST IN ITEM NUMBER
LOSS PAYEE					LOCATION:
MORTGAGEE					BUILDING:
					ITEM CLASS:
	REFERENCE / LOAN #:				ITEM DESCRIPTION

ACORD 140 (2014/12)

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INS140 (201412)

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**ADDITIONAL
PREMISES INFORMATION**

PREMISES #:1		STREET ADDRESS: 1011 University Avenue							
BUILDING #:2		BLDG DESCRIPTION: RETAIL SHOP							
SUBJECT OF INSURANCE	AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
Business Personal Property	10,000	90	RC	Special (Including	3	500			
EDP Hardware	40,000	90	RC	Special (Including	3	500			

ADDITIONAL INFORMATION	BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810	VALUE REPORTING INFORMATION - Attach ACORD 811
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ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N)	DESCRIPTION OF PROPERTY COVERED	LIMIT	REFRIG MAINT AGREEMENT (Y / N)	OPTIONS
		\$		
<input type="checkbox"/>		DEDUCTIBLE	<input type="checkbox"/>	POWER OUTAGE <input type="checkbox"/> SELLING PRICE
		\$		
SINKHOLE COVERAGE (Required in Florida)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
<input type="checkbox"/> PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK				# OF OPEN SIDES ON STRUCTURE: _____
CONSTRUCTION TYPE	DISTANCE TO HYDRANT	FIRE STAT	FIRE DISTRICT	CODE NUMBER
Frame	FT	MI		
				PROT CL
				# STORIES
				# BASM'TS
				YR BUILT
				TOTAL AREA
				1943 15,000
BUILDING IMPROVEMENTS		BLDG CODE GRADE	TAX CODE	ROOF TYPE
X WIRING, YR: 2009		X PLUMBING, YR: 2009		
X ROOFING, YR: 2009		X HEATING, YR: 2009		
OTHER: YR: _____		WIND CLASS	SEMI- RESISTIVE	OTHER OCCUPANCIES
		RESISTIVE		
PRIMARY HEAT		SECONDARY HEAT		
<input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/>		<input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/>		
IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N		IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N		
RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE	FRONT EXPOSURE & DISTANCE		REAR EXPOSURE & DISTANCE
BURGLAR ALARM TYPE		CERTIFICATE #		EXPIRATION DATE
Premises				X CENTRAL STATION <input type="checkbox"/> LOCAL GONG
BURGLAR ALARM INSTALLED AND SERVICED BY		EXTENT	GRADE	# GUARDS / WATCHMEN
				CLOCK HOURLY
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)		% SPRNK	FIRE ALARM MANUFACTURER	
		100		
			X CENTRAL STATION LOCAL GONG	

ADDITIONAL INTEREST

ACORD 45 attached for additional names	
INTEREST	NAME AND ADDRESS RANK: EVIDENCE: CERTIFICATE
<input type="checkbox"/> LOSS PAYEE	
<input type="checkbox"/> MORTGAGEE	
	REFERENCE / LOAN #:
INTEREST IN ITEM NUMBER	
LOCATION:	BUILDING:
ITEM CLASS:	ITEM:
ITEM DESCRIPTION	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY ☒ Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS						TOTAL LOSSES: \$	
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

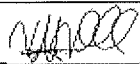

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE 	DATE	NATIONAL PRODUCER NUMBER

SIGN HERE

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y/N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				N
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?				N
LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	
18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?				N
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				N
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?				N
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?				N
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?				N

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIGNATURE

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.



Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE 	<div style="border: 1px solid black; padding: 5px; display: inline-block;">SIGN HERE</div>	DATE
		NATIONAL PRODUCER NUMBER

SIGNATURE**Applicable in AL, AR, DC, LA, MD, NM, RI and WV**

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

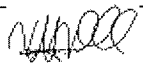

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE 	DATE	NATIONAL PRODUCER NUMBER

SIGN HERE

Fox Ortega Enterprises, Inc
P.O.Box 26650
San Francisco, CA 94126

RE: General Liability, Commercial Property Loss History

Since we have been in business, I represent, warrant and affirm as a consideration for receiving the General Liability and Commercial Property insurance applied for that, we have:

- 1.) not sustained any loss
- 2.) had no claims or notices of claims made against me for these periods
- 3.) not been denied similar insurance, nor had similar coverage canceled or non-renewed by any insurer
- 4.) no knowledge of any pending claim, or reason to expect a claim or loss resulting from our activities.

Print Name

Signature

Title

Date

PAYMENT OPTIONS TO PURCHASE YOUR POLICY

Company/Insured's Name _____

*** **OPTION 1** *Mail* your entire application with your form of payment to:

AEGIS INSURANCE MARKETS
40169 Truckee Airport Rd, Suite 203
Truckee, CA 96161

*** **OPTION 2** *Submit by fax with check* -FAX PAYMENT TO: 888-344-9284

NOTE: Credit line checks or Credit card checks must be mailed

CHECK AUTHORIZATION AGREEMENT(ACH DEBITS)

I (we) hereby authorize Aegis Insurance Markets, herein called Company, to initiate a onetime single entry to my (our) following account:

Check Number _____ Amount of Check _____

Name on Account _____

I authorize the above listed Company to use my faxed check as a draft check. I understand that I presently have these funds available in my account to process this draft. This draft authorization is solely for the purpose of securing insurance coverage.

\$25 FEE CHARGED FOR ALL RETURNED CHECKS

Signature X _____

*****Write check as you would normally and tape here and KEEP FOR YOUR RECORDS*****

*****OPTION 3** *Submit by fax with credit card* - FAX PAYMENT TO: 888-344-9284

Surcharge Fees Apply for this option

YOUR NAME AS IT APPEARS ON YOUR CARD: _____

ADDRESS WHERE THE BILL IS RECEIVED: _____

Type of card: VISA MC AMEX _____

Expiration date: ____/____/____ Premium to be charged \$ _____

*Surcharge total \$ _____

Security Code: _____ Amount to be charged \$ _____

***Credit payment: a flat \$3 Surcharge for every \$100 charged, will be added to your charge card.**

Card #: _____

Signature _____

NOTE: IF YOU HAVE SENT A DEPOSIT THE BALANCE WILL BE FINANCED WITH AN OUTSIDE FINANCE COMPANY. ***FINANCE CHARGES WILL APPLY***

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