



## **StarStone National Insurance Company**

Following Form Excess Liability  
Insurance Policy

**Company Address:**

Harborside 5  
185 Hudson Street, Suite 2600  
Jersey City, NJ 07311  
(201) 743-7700  
[www.starstone.com](http://www.starstone.com)

**To Report a Claim:**

Contact your Insurance Agent, or  
Contact the Company at (201) 743-7700 or  
Send an email to: [claims@starstone.com](mailto:claims@starstone.com)

**To File a Complaint**

Contact your Insurance Agent, or  
Contact the Company at (201) 743-7700 or  
Contact your State Director of Insurance



Harborside 5  
185 Hudson Street, Suite 2600  
Jersey City, NJ 07311  
Tel: 201 743 7700  
Fax: 201 743 7701  
[www.starstone.com](http://www.starstone.com)  
[Report claims to:  
claims@starstone.com](mailto:claims@starstone.com)

**STARSTONE NATIONAL INSURANCE COMPANY**  
**HOME OFFICE: WILMINGTON DELAWARE**  
**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**DECLARATIONS**

**4/6/2020 10:09:41 AM**

**POLICY NO.: 78546W200ALI**

**RENEWAL OF: NEW**

**ITEM 1.** (a) NAMED INSURED: Atha Enterprises LLC  
(b) ADDRESS: 15563 Bellevue Circle  
Fishers, IN 46037

**ITEM 2.** POLICY PERIOD: From: 04/03/2020 To:04/03/2021  
(12:01 A.M. prevailing time at the address stated in **Item 1.** above)

**ITEM 3.** RETROACTIVE DATE: Not Applicable

**ITEM 4.** COVERAGE: Following Form Excess Liability

**ITEM 5.** LIMITS OF LIABILITY: \$1,000,000 Per Occurrence  
\$1,000,000 Other Aggregate  
\$1,000,000 Products/Completed Operations  
Aggregate

Excess of Total Limits in **Item 6.** below

**ITEM 6.** TOTAL LIMITS OF UNDERLYING POLICIES:  
See Schedule of Followed Policies and Limits



Harborside 5  
185 Hudson Street, Suite 2600  
Jersey City, NJ 07311  
Tel: 201 743 7700  
Fax: 201 743 7701

[www.starstone.com](http://www.starstone.com)  
[Report claims to:  
claims@starstone.com](mailto:claims@starstone.com)

## STARSTONE NATIONAL INSURANCE COMPANY

HOME OFFICE: WILMINGTON DELAWARE

### ITEM 7. FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY FOLLOWED POLICY:

See Schedule of Followed Policies and Limits

- ITEM 8. (a) PREMIUM: \$925  
\$9 Additional TRIPRA Premium
- (b) MINIMUM EARNED PREMIUM: \$0

### ITEM 9. NOTICES TO THE INSURER:

- (a) All notices of Occurrence or Claim: Claim Department  
(b) All other notices: Underwriting Department  
At the address and numbers shown at the top of the Declarations Page.

- ITEM 10. POLICY FORM: SSN EXS 0001 CW 03 16 together with endorsements as per attached form SSN EXS 0004 CW 03 16 Schedule of Endorsements:

Authorized Representative

Date of Issue: 04/06/2020

## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

There are provisions in this Policy that restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured. The words “we”, “us” and “our” refer to StarStone National Insurance Company, the company providing this insurance.

The word Insured means any person or organization qualifying as such in the **Followed Policy** but only to the extent which such Insured qualifies for coverage in the **Followed Policy**.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this Policy we agree with you to provide coverage as follows:

#### SECTION I. - COVERAGE

- A. We will pay on behalf of the Insured the sums in excess of the Total Limits of Underlying Policies shown in **Item 6.** of the Declarations that the Insured becomes legally obligated to pay as damages.
- B. This Policy applies only to damages covered by the **Followed Policy** as shown in **Item 7.** of the Declarations. Except as otherwise provided by this Policy, the coverage follows the definitions, terms, conditions, limitations and exclusions of the **Followed Policy** in effect at the inception of this Policy.
- C. This Policy applies only to damages arising out of any claim or of any occurrence likely to give rise to a claim, of which no **Responsible Insured** was aware prior to the Inception Date set forth in **Item 2.** of the Declarations, regardless of whether such **Responsible Insured** believed such claim or occurrence would involve this Policy.
- D. Notwithstanding **A., B.** and **C.** above, in no event will this Policy follow the terms, conditions, exclusions or limitations in the **Followed Policy** or provide coverage under this Policy with respect to or as a result of any of the following clauses or similar clauses in the **Followed Policy**:
  - 1. Liberalization clause;
  - 2. Crisis Management or Crisis Response endorsement; or
  - 3. Sublimit of liability, unless coverage for such sublimit is specifically endorsed to this Policy.
- E. The amount we will pay for damages is limited as described in **SECTION II. – LIMITS OF LIABILITY.**

If we are prevented by law from paying on behalf of the Insured, we will indemnify you for damages covered under the terms of the Policy, which you become legally obligated to pay.

#### SECTION II. - LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
  - 1. Insureds;

## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

**B.** The Limits of Liability of this Policy will apply as follows:

1. This Policy applies only in excess of the Total Limits of Underlying Policies shown in **Item 6.** of the Declarations.
2. If our Limits of Liability stated in **Item 5.** of the Declarations are less than the total Limits of Liability stated in **Item 5.**, the limits of our liability shall be that proportion of all damages which our Limits of Liability bear to the total Limits of Liability in **Item 5.** and which is in excess of the Total Limits of Underlying Policies stated in **Item 6.** of the Declarations.
3. Subject to Paragraph **B.2.** above, the Per Occurrence Limit stated in **Item 5.** of the Declarations is the most we will pay for all damages arising out of any one occurrence to which this Policy applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 5.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all damages during our policy period under the products-completed operations hazard.
5. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 5.** of the Declarations for the Other Aggregate is the most we will pay for all damages, except for damages covered under the products-completed operations hazard, that are subject to an aggregate limit provided by the **Followed Policy.** The Other Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the **Followed Policy.**
6. Subject to Paragraphs **B.2., B.3., B.4. B.5.** above, if the Total Limits of Underlying Policies stated in **Item 6.** of the Declarations are reduced or exhausted solely by payment of damages to which this Policy applies, such insurance provided by this Policy will apply in excess of the reduced Limits of Underlying Policies, or if all Limits of Underlying Policies are exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the **Followed Policy,** except for the terms, conditions, definitions and exclusions of this Policy.
7. This Policy will not apply in excess of any reduced or exhausted Limits of Underlying Policies to the extent such reduction or exhaustion is caused by payment of damages that are not covered under this Policy. This provision applies whether the lack of coverage under this Policy arises:
  - a. From a difference between the terms, conditions, definitions and exclusions of this Policy and the **Underlying Policies;** or
  - b. From injury or damage occurring outside the coverage period of this Policy.
8. Defense costs to which this Policy applies shall not reduce the Limits of Liability of this Policy, except to the extent defense costs reduce the limits of liability of the **Followed Policy** or **Underlying Policies.**
9. The Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in

## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining our Limits of Liability.

#### SECTION III. – DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against an Insured.
- B. We will have the right, but not the duty, to be associated with an Insured or underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for payment under this Policy.
- C. If all Limits of Underlying Policies stated in **Item 6.** of the Declarations are exhausted solely by payment of damages, we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit, which in our opinion may give rise to a payment under this Policy. We may, however, withdraw from the defense of such suit and tender the continued defense to an Insured if our applicable Limit of Liability stated in **Item 5.** of the Declarations are exhausted by payment of damages.
- D. If we exercise our rights under Paragraphs **B.** or **C.** above, we will do so at our own expense, and any such payments will not reduce the Limits of Liability provided by this Policy, unless such payments reduce the Limits of Underlying Policies. If defense payments reduce the Limits of Underlying Policies, they will also reduce the Limits of Liability provided by this Policy.

#### SECTION IV. - EXCLUSIONS

This Policy does not apply to any liability, damage, loss, cost or expense:

##### A. ASBESTOS

Arising out of:

1. The manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos;
2. Any obligation of an Insured to indemnify any party because of damages arising out of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos; or
3. Any obligation to defend any suit or claim against an Insured that seeks damages if such suit or claim arises as the result of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, asbestos products, asbestos fibers, asbestos dust or products or materials containing asbestos.

## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

#### B. LAWS VARIOUS

Imposed on an Insured, or an Insured's insurer:

1. Under any of the following laws: Uninsured motorists, Underinsured motorists, Auto no-fault laws or other first party personal injury laws, or medical expense benefits and income loss benefits laws of any applicable state or jurisdiction.
2. For any obligation of an Insured under any workers compensation, disability benefits or unemployment compensation law or any similar law.
3. For any obligations incurred or imposed upon an Insured (or which are imputed to an Insured) under the Employee Retirement Income Security Act of 1974, Public Law 93-406 and any law amendatory thereof.

#### C. NUCLEAR

1. With respect to which an Insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the **hazardous properties of nuclear material** and with respect to which:
  - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
  - b. The Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3. Bodily injury or **nuclear property damage** resulting from the **hazardous properties of nuclear material**, if:
  - a. The **nuclear material**:
    - 1) Is at any **nuclear facility** owned by, or operated by or on behalf of, an Insured; or
    - 2) Has been discharged or dispersed therefrom;
  - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
  - c. The bodily injury or **nuclear property damage** arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Sub-paragraph c. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

As used in this Exclusion C.:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **Nuclear facility** means:
  - a. Any **nuclear reactor**;
  - b. Any equipment or device designed or used for:
    - 1) Separating the isotopes of uranium or plutonium;
    - 2) Processing or utilizing **spent fuel**; or
    - 3) Handling, processing or packaging **waste**;
  - c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
  - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
3. **Nuclear material** means **source material, special nuclear material or by-product material**;
4. **Nuclear property damage** includes all forms of radioactive contamination of property.
5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
6. **Source material, special nuclear material, and by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
8. **Waste** means any waste material:
  - a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
  - c. Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.



## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

#### D. POLLUTION LIABILITY

1. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
2. Arising out of pollution cost or expense.

However, if insurance for bodily injury or property damage for such discharge, dispersal, seepage, migration, release or escape of pollutants, or pollution cost or expense, is provided by the **Underlying Policies**:

1. This exclusion shall not apply; and
2. The insurance provided by this Policy will not be broader than the insurance coverage provided by the **Underlying Policies**.

#### E. WAR

Bodily injury, personal injury or property damage that results from, or any condition that is incidental to, any of the following: **(a)** war, whether or not declared; **(b)** civil war; **(c)** insurrection; **(d)** rebellion; **(e)** revolution; **(f)** warlike operations.

### SECTION V. - DEFINITIONS

The following Definitions apply to this Policy:

- A. Executive Officer** means the Chairman of the Board, President, Chief Executive, Operating, Financial and Administrative Officers, Managing Directors, or any Executive or Senior Vice President of the Insured. Where such title is inapplicable, the equivalent level of personnel shall be substituted.
- B. Followed Policy** means the policy listed in **Item 7.** of the Declarations of this Policy.
- C. Responsible Insured** means an **Executive Officer** of the Insured, or any manager or equivalent level employee in the Insured's Risk Management, Insurance or Law Department.
- D. Underlying Policies** means those policies that comprise the Total Limits of Underlying Policies scheduled in **Item 6.** of the Declarations of this Policy and any other applicable underlying insurance, including any self-insured retentions.

### SECTION VI. – CONDITIONS

#### A. BANKRUPTCY OR INSOLVENCY

1. The bankruptcy, insolvency or inability to pay of any Insured, or of any Insured's estate, will not relieve us of our obligation to pay damages covered by this Policy.

## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

2. In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this Policy will not replace such underlying insurance, but will apply as if all the limits of any underlying insurance is fully available and collectible.

#### B. CANCELLATION

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation it to be effective.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than fifteen (15) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your mailing address shown in **Item 1.** of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this Policy was in force and our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of the cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

#### C. CHANGES IN FOLLOWED POLICIES

If during the policy period of this Policy, the terms, conditions, exclusions or limitations of the **Followed Policy** are changed in any manner from those in effect on the inception date of this Policy, you will give us, as soon as practicable, written notice of the full particulars of such changes. This Policy shall become subject to any such changes upon the effective date of the changes in the **Followed Policy**, but only upon the condition that we agree to follow such changes in writing and you agree to any additional premium or amendment of the provisions of this Policy required by us relating to such changes. Such change in coverage is conditioned upon your payment when due of any additional premium required by us relating to such changes.

#### D. COVERAGE TERRITORY

The Coverage Territory shall be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a claim or suit for damages within the Coverage Territory must be brought within the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U. S. Treasury Department's Office of Foreign Assets Control ("OFAC").

## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

#### E. MAINTENANCE OF UNDERLYING INSURANCE

During the period of this Policy, you agree:

1. To keep the policies making up the Total Limits of Underlying Policies in **Item 6.** of the Declarations in full force and effect;
2. That the limits of insurance of the **Underlying Policies** will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for damages covered by **Underlying Policies**;
3. **Underlying Policies** may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any **Underlying Policies**;
4. Renewals or replacements of the **Followed Policy** will not be materially changed without our agreement.

Your failure to comply with these requirements will not invalidate this Policy, but in the event of such failure, we will only be liable to the same extent as if there had been full compliance with these requirements.

#### F. PAYMENT OF PREMIUM

The first Named Insured listed in **Item 1.** of the Declarations of this Policy shall be responsible for and act on behalf of all Insureds with respect to the payment of any premiums due under this Policy, and for the receipt of any premium refund that may become payable under this Policy.

#### G. REQUIRED NOTICES TO INSURER BY INSURED

##### 1. Notice of Occurrence, Offense, Claim or Loss

- a. You or an Insured shall give written notice as soon as practicable to us of any occurrence, offense, claim or suit likely to involve this Policy.
- b. Without limiting the requirements of paragraph **a.** above, you or an Insured shall separately, and as soon as practicable, give written notice to us when a payment is made or reserve established for any occurrence, offense, claim or suit which has brought the total of all payments and reserves by you or an Insured or Underlying Insurers to a level of fifty percent (50%) or more of the Underlying Aggregate Limit.

##### 2. Notice Regarding Material Change

You shall give written notice to us of the following events as soon as practicable but in no event later than thirty (30) days after an Insured has become aware of the event: that the Named Insured is consolidating with or merging with or into, or transferring all or substantially all of its assets to, or acquiring or being acquired by any natural person or entity or group of natural persons and/or entities acting in concert.

## STARSTONE NATIONAL INSURANCE COMPANY

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

With respect to the Notice required in Paragraphs **1.** and **2.** of this Condition **G.**, notice to an Underlying Insurer shall not constitute notice to us. Notice under this Policy shall be given to us at the appropriate address set forth in **Item 9.** of the Declarations of this Policy.

#### H. RESTRICTIVE AS UNDERLYING

Notwithstanding any provision to the contrary in this Policy, including, without limitation, **SECTION I. – COVERAGE** of this Policy, if any **Underlying Policy** with limits in excess of the **Followed Policy** but underlying to this Policy (the “Intervening Policy”) contains warranties, terms, conditions, exclusions or limitations more restrictive than the **Followed Policy**, whether on the effective date of this Policy or at any time during the Policy Period of this Policy, then this Policy shall be deemed to follow those more restrictive warranties, terms, conditions, exclusions or limitations of the Intervening Policy.

#### I. SERVICE OF SUIT

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder, arising out of this Policy.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Authorized Representative and countersigned on the Declarations Page by a duly authorized agent of the Insurer.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	1
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**SCHEDULE OF ENDORSEMENTS**

**FORM NO.:**

SSNEXS0010CW  
SSNEXS0183CW

SSNEXS0028IN

SSNEXS0042CW

SSNEXS0051CW  
SSNEXS0061CW

SSNML0002CW

SSNEXS0067CW

SSNEXS0187CW

SSNEXS0188CW

SSNEXS0080CW  
SSNEXS0122CW

SSNEXS0129CW

SSNEXS0138CW  
SSNEXS0166CW  
SSNML0001CW

**ENDORSEMENT NAME:**

ABUSE OR MOLESTATION EXCLUSION  
AUTO COVERAGE - EXCLUSION OF  
TERRORISM

CANCELLATION AND NONRENEWAL -  
INDIANA CHANGES

CROSS LIABILITY EXCLUSION - BROAD  
FORM

DESIGNATED EXPOSURES EXCLUSION  
DIRECTORS AND OFFICERS LIABILITY  
EXCLUSION

DISCLOSURE PURSUANT TO TERRORISM  
RISK INSURANCE ACT

EMPLOYMENT DISCRIMINATION AND  
EMPLOYMENT "RELATED PRACTICES  
EXCLUSION

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

EXCLUSION OF PUNITIVE DAMAGES  
RELATED TO A CERTIFIED ACT OF  
TERRORISM

FUNGI OR BACTERIA EXCLUSION  
PENDING AND PRIOR LITIGATION AND  
KNOWN LOSSES EXCLUSION

POLLUTION EXCLUSION (WITH HOSTILE  
FIRE EXCEPTION)

PROFESSIONAL LIABILITY EXCLUSION  
SILICA EXCLUSION

POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	2
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**SCHEDULE OF FOLLOWED POLICIES AND TOTAL LIMITS OF UNDERLYING POLICIES**

**ITEM 6.** TOTAL LIMITS OF UNDERLYING POLICIES and **ITEM 7.** FOLLOWED POLICY of the DECLARATIONS are amended to read as follows:

**ITEM 6.** TOTAL LIMITS OF UNDERLYING POLICIES:

\$1,000,000	Per Occurrence
\$2,000,000	Other Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury

**ITEM 7.** FOLLOWED POLICIES:

Company:	Great Lakes Insurance Comapny
Policy Number:	On file with company
Coverage:	COMMERCIAL GENERAL LIABILITY
Policy Period:	04/03/2020 to 04/03/2021
Limits of Liability:	
\$1,000,000	Per Occurrence
\$2,000,000	Other Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	3
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**ABUSE OR MOLESTATION EXCLUSION**

The Policy is amended as follows:

**SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Insured, or
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retention;

of a person for whom the Insured is or ever was legally responsible and whose conduct would be excluded by 1. above.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	4
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**AUTO COVERAGE – EXCLUSION OF TERRORISM**

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

- A. The provisions of this endorsement:
  - 1. Apply only to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
  - 2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto.
  
- B. The following definition is added and applies under this endorsement wherever the term terrorism is in bold text:
  - 1. **Terrorism** means activities against persons, organizations or property of any nature:
    - a. That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b. When one or both of the following applies:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for liability, damage, loss, cost or expense caused directly or indirectly by **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any liability, damage, loss, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of Terrorism:**



1. The **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
3. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **Terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **Terrorism**, there is no coverage under this Policy.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	5
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**CANCELLATION AND NONRENEWAL - INDIANA CHANGES**

The Policy is amended as follows:

**A. Paragraph B. 2. CANCELLATION of SECTION VI. - CONDITIONS is deleted and replaced by the following:**

**2. Cancellation Of Policies In Effect:**

**a. 90 Days Or Less**

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

**b. More Than 90 Days**

If this Policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this Policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
  - (a) There has been a substantial change in the scale of risk covered by this Policy;
  - (b) Reinsurance of the risk associated with this Policy has been cancelled; or
  - (c) You have failed to comply with reasonable safety recommendations.

**B. SECTION VI. – CONDITIONS is amended to include the following condition:**

**NONRENEWAL**

- 1. If we elect not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:
  - a. The expiration date of this Policy, if the Policy is written for a term of one year or less; or
  - b. The anniversary date of this Policy, if the Policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	6
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**CROSS LIABILITY EXCLUSION – BROAD FORM**

The Policy is amended as follows:

**SECTION IV. –EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any actual or alleged liability, damage, loss, cost or expense to:

1. Any business enterprise in which any Insured owns an interest, is a partner, or which is a parent, affiliate, subsidiary or sister company of any Insured;
2. Any business enterprise directly or indirectly controlled, operated or managed by a business enterprise described in 1.;
3. A present, former, future or prospective partner, officer, director, stockholder or employee of any Insured;
4. Any Insured; or
5. The spouse, child, parent or sibling of any of the above as a consequence of 1., 2., 3. or 4.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	7
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**DESIGNATED EXPOSURES EXCLUSION**

The Policy is amended as follows:

**SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of exposures that are designated in the Schedule below:

**SCHEDULE**

**Designated exposures:**

The loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the **Internet**; or

Injury or damage to any computer hardware, computer system, computer network, or the **Internet** as a result of 1. above.

As used in this endorsement, **Internet** shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the **Internet**, an intranet, an extranet or a virtual public network.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	8
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**DIRECTORS AND OFFICERS LIABILITY EXCLUSION**

The Policy is amended as follows:

**A. SECTION IV. –EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising from any **Wrongful act** of any director or officer of the Insured in the discharge or performance of their duties as such.

**B. SECTION V. – DEFINITIONS**, is amended to include the following definition:

**Wrongful Act** means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being directors or officers of the company.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

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

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	9
<b>Endorsement Effective Date:</b>	04/03/2020

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT  
SCHEDULE**

<b>SCHEDULE – PART I</b>
<p><b>Terrorism Premium (Certified Acts) \$ 9</b>  <b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):</b>  <b>Following Form Excess Liability Insurance Policy</b></p> <p><b>Additional information, if any, concerning the terrorism premium:</b></p>
<b>SCHEDULE – PART II</b>
<p><b>Federal share of terrorism losses: 83%, Year: 2017</b>  <b>(Refer to Paragraph B of this endorsement.)</b></p> <p><b>Federal share of terrorism losses: 82%, Year: 2018</b>  <b>(Refer to Paragraph B of this endorsement.)</b></p> <p><b>Federal share of terrorism losses: 81%, Year: 2019</b>  <b>(Refer to Paragraph B of this endorsement.)</b></p> <p><b>Federal share of terrorism losses: 80%, Year: 2020</b>  <b>(Refer to Paragraph B of this endorsement.)</b></p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure Of Premium**

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

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**



<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	10
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**EMPLOYMENT DISCRIMINATION AND EMPLOYMENT – RELATED  
PRACTICES EXCLUSION**

The Policy is amended as follows:

**SECTION IV. –EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, defense costs, fines or damages which arise out of any:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions;
4. Consequential bodily injury or personal injury as a result of **1.** through **3.** above.

This exclusion applies whether the Insured may be held liable as an employer or in another capacity and to any obligation of the Insured to share damages with or to repay someone else who must pay damages because of the injury.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	11
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

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

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

**SCHEDULE**

<b>Certified Acts of Terrorism Retained Amount</b>	
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**A.** Coverage provided by this Policy for damages arising out of a **Certified Act of Terrorism** applies in excess of the Certified Acts of Terrorism Retained Amount described in Paragraph **B.** below.

**B. SECTION II. – LIMITS OF LIABILITY,** is amended to include the following:

The Certified Acts of Terrorism Retained amount refers to the amount stated in the SCHEDULE of this endorsement. This amount may consist of a self-insured retention, **Underlying Policies,** or a combination thereof.

The Certified Acts of Terrorism Retained Amount applies:

1. Only to damages arising out of a **Certified Act of Terrorism** covered under this Policy: and
2. Separately to each **Certified Act of Terrorism.**

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

**C. SECTION IV. – EXCLUSIONS,** is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense:

**TERRORISM**

Arising, directly or indirectly, out of an **Other Act of Terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, this exclusion applies only when one or more of the following are attributed to such act:

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

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **Other Act of Terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**D. SECTION V. – DEFINITIONS**, is amended to include the following definitions:

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. **Other Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **Certified Act of Terrorism**.

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

- E. In the event of an **Other Act of Terrorism** that is not subject to this exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.
  
- F. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	12
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

**A. SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a **Certified Act of Terrorism** that are awarded as punitive damages.

**B. SECTION V. – DEFINITIONS**, is amended to include the following definition:

**Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	13
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**FUNGI OR BACTERIA EXCLUSION**

The Policy is amended as follows:

**A. SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to:

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

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

**B. SECTION V. – DEFINITIONS**, is amended to include the following definition:

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	14
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**PENDING AND PRIOR LITIGATION AND KNOWN LOSSES EXCLUSION**

The Policy is amended as follows:

**SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense arising out of any claim, suit, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding which has commenced or is pending prior to the effective date of this Policy, as well as all future liability, damage, loss, cost or expense arising out of said pending or prior litigation; or
2. Any bodily injury, property damage, personal injury, advertising injury, or any other injury or damage of which any Insured had knowledge prior to the effective date of this Policy.

This exclusion applies whether or not:

- a. Damages continue or progress during this policy period; or
- b. Ultimate liability for the final amount of damages, loss, cost or expense has been established.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	15
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**POLLUTION EXCLUSION  
(WITH HOSTILE FIRE EXCEPTION)**

The Policy is amended as follows:

**SECTION IV. –EXCLUSIONS**, exclusion **D. POLLUTION LIABILITY**, is deleted in its entirety and replaced with the following exclusion:

This Policy does not apply to:

**D. POLLUTION LIABILITY**

1. Any liability, damage, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
  - b. At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom any Insured may be legally responsible;
  - d. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:
    - 1) If the pollutants are brought on or to the premises, site or location in connection with such operations by any Insured or such contractor or subcontractor; or
    - 2) If the operations are the test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;

Sub-paragraphs **1.a.** and **1.d.1)** do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

As used in this exclusion, a **hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

- e. If the liability, damage, loss, cost or expense is included within the products-completed operations hazard;



- f. That are, or that are contained in any property that is:
    - 1) Being transported or towed by, or handled for movement into, onto or from, the covered auto;
    - 2) Otherwise in the course of transit by or on behalf of any Insured; or
    - 3) Being stored, disposed of, related or processed in or upon the covered auto.
  - g. Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by any Insured for movement into or onto the covered auto; or
  - h. After the pollutants or any property in which the pollutants are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by any Insured.
2. Pollution cost or expense.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	16
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**PROFESSIONAL LIABILITY EXCLUSION**

The Policy is amended as follows:

**SECTION IV. –EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of:

1. The rendering of; or
2. Failure to render;

any professional services by or for any Insured.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Atha Enterprises LLC
<b>Policy No:</b>	78546W200ALI
<b>Endorsement No:</b>	17
<b>Endorsement Effective Date:</b>	04/03/2020

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**SILICA EXCLUSION**

The Policy is amended as follows:

**SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or occurrence.
2. Any liability, damage, loss, cost or expense arising from or related to:
  - a. Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph 1. above;
  - b. Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph 1. above; and
  - c. Any fines or penalties imposed because of events described in Paragraph 1. above.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

**Named Insured:** Atha Enterprises LLC  
**Type of Policy:** Following Form Excess Liability Insurance  
**Effective Date:** 04/03/2020  
**Insurance Company:** StarStone National Insurance Company

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of terrorism has changed. 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 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 certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 83% through 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of the covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits the United States Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceeds \$100 billion, your coverage may be reduced.

TERRORISM INSURANCE COVERAGE PREMIUM

Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, is included under this policy for a premium of

<b>Limits</b>	<b>TRIPRA Premium</b>
\$1,000,000	\$9
\$2,000,000	\$17
\$3,000,000	\$25
\$4,000,000	\$33
\$5,000,000	\$41

