

### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 07/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
PRODUCER CONTACT NAME: Tina Cowie											
Corr	nerstone Specialty Insurance Services, Inc.				PHONE (714) 731-7700 FAX (A/C, No): (714) 731-7750						
142	52 Culver Drive, A299				E-MAIL ADDRESS: tina@cornerstonespecialty.com						
					INSURER(S) AFFORDING COVERAGE NAIC #						
Irvin	e			CA 92604	INSURER A : Valley Forge Insurance Company				20508		
INSU					INSURER B : Allstate Insurance Company				19232		
C BELOW, INC.					INSURER C : National Union Fire Ins Co of Pitts				19445		
	14280 Euclid Avenue				INSURER D : Pacific Compensation Insurance Company				11555		
	Chino			CA 01710	INSURER E: Continental Casualty Company				20443		
<u> </u>				CA 91710							
					ac		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	) (MM/DD/YYYY)	LIMIT	s			
					,		EACH OCCURRENCE	\$ 2,000	0,000		
	CLAIMS-MADE 🗙 OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000			
	ADDTL INSRD/P & NC						MED EXP (Any one person)	\$ 10,000			
A	BLNKT WVR OF SUBRO	Y	Y	7012563117	12/18/2020	12/18/2021	PERSONAL & ADV INJURY	\$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000			
	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$ 4,000,000			
							COMBINED SINGLE LIMIT	\$	000		
							(Ea accident)	\$ 1,000,000			
в	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY	Y	Y Y	64891650100	12/18/2020	12/18/2021	BODILY INJURY (Per person)				
Б		T	04091050100	12/10/2020	12/10/2021	BODILY INJURY (Per accident) PROPERTY DAMAGE	s				
							(Per accident)	\$			
	WIMBRELLA LIAB OCCUR   EXCESS LIAB CLAIMS-MADE   DED RETENTION \$	Y					EACH OCCURRENCE	\$ 10,000,000			
с			Y	EBU087179490	12/18/2020	12/18/2021	AGGREGATE	φ	00,000		
							AGGREGATE	\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	v				Y PER OTH- STATUTE ER	Ψ			
				WA00719200	12/18/2020	10/10/2021	E.L. EACH ACCIDENT	\$ 1,000,000			
D	OFFICER/MEMBER EXCLUDED?		Y	WA007 19200	12/10/2020	12/18/2021	E.L. DISEASE - EA EMPLOYEE				
							E.L. DISEASE - POLICY LIMIT	<sub>\$</sub> 1,000	0,000		
							Each Claim		00,000		
Е	Claims Made			MCH288306745	12/18/2020	12/18/2021	Annual Aggregate	\$2,00	00,000		
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be attached if more	space is required)					
Re: Agreement #20-490 The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are											
Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached											
endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability, the aggregate limit is the total insurance for all covered claims reported within the policy period.											
CEE	CERTIFICATE HOLDER CANCELLATION										
CERTIFICATE HOLDER CANCELLATION											
	California State University-Long	Beac	h		THE EXPIRATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
401 Golden Shore AUTHORIZED REPRESENTATIVE											
	Long Beach		CA 90802	Sina Couie							

The ACORD name and logo are registered marks of ACORD

 $\ensuremath{\mathbb{C}}$  1988-2015 ACORD CORPORATION. All rights reserved.



INSURED: C Below, Inc.

### POLICY PERIOD: 12/18/2020 to 12/18/2021

POLICY NUMBER: 7012563117

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION / AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM BUSINESSOWNERS COMMON POLICY CONDITIONS

# 1. Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation

- **A.** Who Is An Insured is amended to include as an insured, any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:
  - 1. Currently in effect or becoming effective during the term of this policy; and
  - **2.** Executed prior to the:
    - a. "Bodily injury" or "property damage"; or
    - b. Offense that caused the "personal and advertising injury;"

for which the additional insured seeks coverage.

- **B.** The insurance provided to the additional insured is limited as follows:
  - **1.** That person or organization is an additional insured only with respect to such person or organization's liability for:
    - **a.** "Bodily injury", "property damage" or "personal and advertising injury to the extent caused by:
      - (1) Your acts or omissions; or
      - (2) Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations specified in the written contract; or

- b. "Bodily injury" or "property damage" to the extent caused by "your work" specified in the written contract or written agreement and included in the "products-completed operations hazard", but only if:
  - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
  - (2) This Coverage Part provides such coverage.
- 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- **3.** The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:

SB300176E (Ed. 10-19) Page 1 of 3



- **a.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or
- **b.** Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
- 4. This insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.
- C. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3., and replace them with the following:
  - 2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
  - 3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

### D. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;
- **b.** A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds; or
- **d.** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are additional insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **Estates**, **Legal Representatives and Spouses** provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person insureds.

#### E. Blanket Waiver of Subrogation

The condition entitled **Transfer of Rights of Recovery Against Others To Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we

SB300176E (Ed. 10-19) Page 2 of 3



make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

### 2. Amendment- Aggregate Limits of Insurance (Per Project)

- **A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A.1.**, and for all medical expenses caused by accidents under Coverage **A.2.**, which can be attributed only to ongoing operations at a single construction project:
  - **1.** A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.
  - 2. The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage A.1., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under Coverage A.2. regardless of the number of:
    - a. Insureds;
    - **b.** Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  - **3.** Any payments made under Coverage **A.1.** for damages or under Coverage **A.2.** for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.
  - 4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.
- B. All:
  - **1.** Damages because of "personal and advertising injury", regardless of the number of construction projects involved;
  - 2. Damages under Coverage A.1. which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - **3.** Medical expenses under Coverage **A.2.** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project;

will reduce the General Aggregate Limit shown in the Declarations, and shall not reduce any Construction Project General Aggregate Limit.

- **C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.
- **D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **E.** The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

SB300176E (Ed. 10-19) Page 3 of 3



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due (minimum \$100).

Schedule

Person or Organization

Job Description

RE: All California Operations

Any person or organization for whom the named insured is required under written contract to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the policy effective date unless otherwise stated.									
This endorsement, effe	ective on 12-18-	-20	at 12:01 A.M. standard time, forms a part of						
Policy Number	WA -007192-00	of the	Pacific Compensation Insurance Company						
Policy Effective Date	12-18-20 to	12-18-21	NCCI Carrier Code 11555						
Insured Name	C Below Inc		Endorsement No. ISSUED 12/15/20 AT 05:51 PM BY SER						
Premium \$			Malan						
Countersigned at <u>The</u> 1500	ousand Oaks, CA 0-10-0137A	on	By:By:						
WC 99 03 15 (Ed 10-0			Autorized Representative						

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

## **BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

### D. Physical Damage Coverage for Temporary Substitute and Leased Autos

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

- Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.
- 2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II – LIABILITY COVERAGE**, the following changes are made:

Under A. Coverage, Who Is An Insured, the following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.
- e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;
  - (1) If there is similar insurance provided to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under A. Coverage, Coverage Extensions, Supplementary Payments, subparagraphs (2) and (4) are replaced with the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

(4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to \$500 a day because of time off from work.

Under **B. Exclusions, Fellow Employee**, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under **A. Coverage, Coverage Extensions**, the following is added:

#### c. Personal Effects Coverage

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to \$500 for the personal effects which are:

- 1. owned by you; and
- 2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

### 5. Lease and Loan Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage section of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the Ioan or lease; and
- (5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of it's affiliates.

In SECTION IV - BUSINESS AUTO CONDITIONS, the following changes are made:

### Under A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

# Under A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

Includes copyrighted material of Insurance Services Office, Inc., with its permission