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4 COURT APPOINTED RECEIVER
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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF TEHAMA**

10 GOLDEN STATE FARM CREDIT, ACA, a
federal Farm Credit System institution;
11 GOLDEN STATE FARM CREDIT, PCA, a
federal Farm Credit System institution; and
12 GOLDEN STATE FARM CREDIT, FLCA, a
federal Farm Credit System institution,

13 Plaintiffs,

14 v.
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16 ANDERSEN & SONS SHELLING, INC., a
California corporation, et al.,

17 Defendants.
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CASE NO. 24-CI-000197

RECEIVER’S REPORT NO. 1

19 David P. Stapleton, the court-appointed receiver (“Receiver”) for the above-entitled action,
20 respectfully submits the following Report No. 1.

21 **I. Background**

22 On August 8, 2024, the Order Appointing Receiver and Issuing Preliminary Injunction (the
23 “Order”) was entered with this Court.

24 The Defendants (aka “Obligors”) stipulated with Golden State Farm Credit (“GSFC”) and
25 Bank of America (“BoFA”) to appoint a receiver. The Plaintiffs are secured lenders with respect to
26 multiple loans made to the Obligors. The Obligors did not have the financial stability, or the
27 working capital required to continue operations and to maintain the collateral (“Collateral”) in good
28 condition. They also did not have the ability to readily liquidate the Collateral in an orderly fashion.

1 The Collateral includes agricultural real estate with orchards and, during October 2024, involved
2 harvesting millions of pounds of walnuts. Upon his appointment, the Receiver immediately
3 implemented the necessary agricultural management and operational and financial oversight to
4 carry out critical operations to maximize the value and preserve the condition of the Collateral.

5 Andersen Shelling, Andersen Ranch, A&M Farming, J.B. Cusick, Farmers Hill and A
6 Butter World are hereinafter collectively referred to as the “Receivership Entities” or the
7 “Companies.”

8 The receivership estate consists of four primary categories of assets: (1) real property,
9 including approximately 42 ranch properties (with trees and crop included), and the real property
10 where the Vina HQ is situated with its approximately 900,000 square feet of processing and
11 production lines such as a walnut huller, a walnut shelling line, a pasteurization line, oil roasting
12 line and retail packaging lines, among others; (2) walnut, almond, cashew and other nut inventory
13 in various forms including in-shell, work-in-progress (“WIP”) and finished goods inventory
14 (“FGI”); (3) various fixed assets including the equipment related to the above-mentioned
15 processing lines, forklifts, farm equipment, rolling stock and various other items used in the ranch
16 and shelling operations, bins, farm products, supplies, and miscellaneous furniture and fixtures; and
17 (4) accounts receivable (“A/R”) and cash (collectively, the “Receivership Estate”).

18 **II. Operations Overview**

19 The Receiver continues to maintain an on-site presence each week at the Vina HQ to
20 manage staff, to execute sales of inventory and bins, to oversee the harvest and huller operations,
21 to direct administrative functions, and to support the turnkey facility sale process. The Receiver has
22 organized winddown operations into four key phases: (1) converting inventory in WIP form to FGI
23 to sell to large retailers; (2) harvesting and hulling 2024 crop; (3) liquidating remaining inventory
24 and bins; (4) selling the Ranch real estate and any unused farm equipment; and (5) preserving the
25 facilities and equipment for a turnkey sale to a prospective new operator. As of the date of this
26 report, Phase 1 and 2 have been completed (as noted further below). The Receiver is actively
27 managing the completion of Phase 3 and 4 and is working with an investment banker to complete
28 Phase 5.

1 ***Budget, Funding & Cash Reporting***

2 The Receiver continues to issue funding requests weekly to the Plaintiffs based on the
3 immediate cash needs to continue operations. The Receiver continues to assess funding needs and
4 update the lenders accordingly.

5 The Receiver updated the 13-week cash flow plan for Ranch based on updated information
6 provided by the third-party manager, Crain Orchards, Inc. (“Crain”). To facilitate the liquidation of
7 inventory, the Receiver developed a capacity model and shipment schedule related to the Pearl
8 Crop and other sales transactions. The model takes into consideration the number of employees,
9 man hours and trucks to complete the load out. The Receiver expects to complete an updated Sheller
10 budget that will incorporate the inventory loadout timing by the date of this report.

11 ***Staffing & RIFs***

12 Upon appointment, there were 136 employees. To preserve cash, the Receiver effectuated
13 several RIFs, collectively terminating 75 employees based on reduced needs in various departments
14 The current employee headcount is 61 (36 at Andersen Ranch and 25 at Andersen Shelling). To
15 increase the speed of order fulfillment on the Sheller entity, Receiver assessed needs and hired two
16 additional seasonal workers. The Receiver will continue to assess which employees need to be
17 retained to fulfill the Receiver’s objectives.

18 **III. Collateral**

19 ***2023 Inventory***

20 The 2023 goods inventory is comprised of products in various forms, including raw in-shell
21 walnuts, WIP in a multitude of states, and finished retail packaged product. Sales of the retail
22 packaged product have been completed to the major customers who placed purchase orders prior
23 to the Receiver’s appointment. To liquidate the remaining raw, WIP, and finished retail product,
24 the Receiver is working with Hilco Wholesale Solutions (“Hilco”), its sales agent. The Receiver’s
25 staff and Hilco have compiled a report on the saleable inventory and established a process for
26 accepting and approving sales. The following is a summary of the estimated inventory on hand as
27 of October 3rd, 2024. Note that some of the 2023 crops are stored at multiple off-site warehouses
28 outlined in the initial receivership report. The Receiver has been working to resolve these demands

1 on behalf of Andersen Shelling and exit the warehouses.

2 A table of the Andersen Shelling inventory on hand as of October 3, 2024:

3 Inventory Type	On Hand Quantity ¹
4 Raw	19,999,181
5 Rework	7,047,468
6 Packaging	21,948,545
7 WIP	4,184,356
8 Retail	135,051
9 Finished Bulk	45,121
10 Ingredient	520,157
11 Birdfeed / Oil stock	-
12 Grand Total	53,879,879

13 ***2024 Inventory***

14 The Receiver estimates that the 2024 harvest of walnuts produced by Andersen Ranch will
15 total approximately 5.5 million pounds of walnuts. The harvest yields have been significantly down
16 this year as predicted by USDA’s National Agricultural Statistics Service. The Receiver executed
17 an agreement with Crain to purchase all of the 2024 raw in-shell walnut inventory.

18 ***Bins***

19 The Receivership Estate includes approximately 34,000 bins, 26,000 made of wood and
20 8,000 made of plastic, used for nuts storage. The Receiver continues to work with approximately
21 10 interested buyers to coordinate bin sales and drive additional sales for nut and prune storage
22 bins.

23 **IV. Sheller Operations**

24 ***WIP and Finished Goods***

25 The WIP and Finished Goods conversion process was completed in September and generated
26 \$8.7 million in sales to Costco, Trader Joe’s and Sam’s Club. All proceeds were collected by the
27 Receiver.

28 ***Inventory Liquidation***

As part of the liquidation preparation, the inventory was fumigated for a week starting

¹On Hand Quantity listed in pounds, except for Retail, which is listed in cases or eches.

1 Friday, September 11, 2024. The fumigation process was completed on September 17, 2024. The
 2 Receiver has worked closely with Andersen staff to stage inventory both onsite at Vina and offsite
 3 in warehouses like Patterson for buyers to pick up. Further, the inventory system capabilities have
 4 been updated to quickly invoice. The Receiver continues to work closely with Hilco, Bank of
 5 America’s financial advisors, and the Andersen staff to evaluate new sales offers and coordinate
 6 the outgoing shipments of the approved sales. Offers for nearly 90% of the available inventory
 7 quantity have been accepted since the Receiver’s appointment and engagement of Hilco.

8 **V. Ranch Operations**

9 ***Walnut Harvest***

10 After developing budgets and discussions with GSFC and key employees, the Receiver
 11 determined that a third-party farmer should harvest and operate the huller for the 2024 walnut crop.
 12 The Receiver solicited multiple bids to contract out the harvest and huller operations from separate
 13 local farming operations. With GSFC’s approval, the Receiver determined the best contract farming
 14 operator for Andersen Ranch and executed a management agreement with Crain Orchards, Inc.
 15 This enabled the Andersen’s to complete the 2024 harvest and operate the huller, a critical operation
 16 for the North Valley community.

17 The following table reflects the harvested acres by variety for 2024 harvest season:

18 **Harvested Acres by Variety**

Variety	Total Acres	Net Weight in Pounds
Chandler	862	3,797,935
Howard	402	1,479,345
Tulare	145	433,270
Solano	17	66,270
Hartley	14	41,940
Ivanhoe	10	24,940
Mix	3	41,780
Total	1,452	5,885,480

1 ***Almond & Prune Harvest***

2 The Receiver finalized the purchase contracts for the almond and prune crop to processors
3 shortly after his appointment. The Receiver engaged a third party to harvest and hull Andersen
4 Ranch’s 2024 almonds, which is complete as of the date of this report. Separately, the Receiver
5 hired a third party to harvest and dry Andersen Ranch’s 2024 prune crop, which is also complete
6 as of the date of this report.

7 ***Huller Operations***

8 The Receiver continues to monitor operations at the huller at the Andersen Vina HQ and
9 provide support where necessary with its on-site team. Huller operations are completed
10 successfully, and the team maintained a single 12-hour shift running both huller lines. The Receiver
11 is hulled approximately 16-20 loads per day. As of October 31st, the Receiver has hulled
12 approximately 5.9 million pounds of Andersen walnuts and 5.5 million pounds of third-party nuts.
13 The Receiver is in the process of invoicing for the huller services. The Receiver and their third-
14 party manager are now working to address clean-up of the huller.

15 ***Ranch Leases***

16 Andersen Ranch has multiple ranch and orchard leases with Gary W. and Sandra S. Finch
17 Family Trust, Westover Company LLC, Mead Brothers Partnership and Mead Orchards, Inc. The
18 Receiver has spoken with the related lessors to understand the current balance(s) owed and plans
19 for the 2024 harvest. This work will be ongoing.

20 ***Turnkey Sale***

21 The Receiver separately engaged Hilco Corporate Finance to sell the facilities and
22 equipment which are being offered as a turnkey facility which includes the hullers and all
23 processing facilities for both walnut and almond processing. The Receiver initially met with Hilco
24 representatives on-site on August 9, 2024, to review the confidential information memorandum
25 prior to distribution to prospective buyers. Hilco frequently updates the Receiver on the status of
26 the turnkey sale, and they have made significant progress over the past few weeks.

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1 ***Equipment Sales***

2 The Receiver is finalizing a decision on the liquidation of certain excess and unused
3 equipment from the Ranch operation.

4 The team has organized approximately 25 items ranging from a diesel tank to a boom shaker
5 to flatbed trailers and trucks that can be sold without impacting ongoing Ranch operations for
6 harvest or subsequent farming post-harvest.

7 As previously discussed, the Receiver requested proposals and indication of values from
8 multiple auctioneers and has since delivered a list of this equipment to both parties to allow them
9 to give a more detailed proposal.

10 ***Property and Land Sales***

11 The Receiver has identified 22 properties owned or partially owned by Andersen & Sons or
12 one or one of its affiliated entities included in the Receiver's Order. Four of these properties were
13 determined to be an integral part of the Andersen & Sons core facility in Vina and were included
14 in the Receiver's agreement with Hilco to sell as part of the turkey sale process.

15 Prior to the Receiver's appointment, there was a pending offer on one of the properties
16 referred to as Hopson Ranch. The Receiver renegotiated this offer to achieve a sales price in line
17 with the Receiver's perceived fair market value of the property and is in the process of closing this
18 sale.

19 For the remaining parcels, the Receiver interviewed and selected AG-LAND Investment
20 Brokers, a local real estate brokerage with deep agriculture expertise, to list and market 11 of the
21 orchards listed as part of the Receivership Estate. The properties are listed on various industry-
22 leading digital marketing platforms. AG-LAND Brokers provide a weekly update on the properties'
23 status and any showings or offers.

24 The Receiver identified an office building that was partially owned by an Andersen & Sons
25 subsidiary and entered into a listing agreement with Century 21 Select Real Estate in coordination
26 with the other equity partner.

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1 23.95 million pounds of nuts with Bank of America’s approval. The Receiver has been coordinating
2 with the Andersen team and Hilco to expedite the removal of this inventory. Approximately 40%
3 of the \$15 million gross sales have been removed so far. The Receiver continues to work with the
4 Andersen staff to identify efficiencies in the removal process, while monitoring Pearl Crop’s
5 performance on the sale agreement.

6 ***Liquidation Sales***

7 In addition to the Pearl Crop sale and WIP conversion mentioned above, the Receiver has
8 received sales commitments for over 37 million pounds of the approximately 39 million pounds of
9 inventory that existed at the start of the Receiver’s appointment. 22.8 million pounds of the
10 committed inventory has been sold and shipped out.

11 **Inventory Liquidation Sales**

Closed Sales	In Pounds
Buyer A	4,313,000
Buyer B	1,700,366
Buyer C	10,684,811
Buyer D	47,177
Buyer E	6,017,851
Buyer F	-
Total Closed Sales	22,763,205
Committed Sales	
Buyer A	1,200,000
Buyer B	-
Buyer C	13,263,926
Buyer D	49,644
Buyer E	-
Buyer F	342,443
Total Committed Sales	14,856,013

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18 ***2024 Crop Purchase Agreement***

19 For the 2024 crop, the Receiver secured a \$1,000,000 deposit on the 2024 in-shell walnut
20 crop. After the first four million pounds, the receiver will continue to receive \$0.25 per pound until
21 the end of the year when the Receiver will receive a true-up based on market pricing.
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1 The Order authorizes the Receiver to issue receiver's certificates to GSFC or BofA to pay
2 for the reasonable and necessary operating expenses, administrative expenses, repair costs,
3 professional fees and other expenses of the Receivership Estate, including the processing of farm
4 products and other non-real property Collateral. To date, the Receiver has issued Receiver's
5 Certificates as listed in the cash summary chart below.

6 Below is a summary of cash from inception of the receivership through September 30, 2024:
7 Attached as **Exhibit "A"** is a summary of cash receipts and disbursements of the Receivership
8 Estate since inception of the Receivership through September 30, 2024.

9	Beginning Cash, 8/8/24	\$ 2,091,415
10	Cash Receipts	
11	Sales	16,479,327
12	Receiver's Certificates	<u>3,756,527</u>
13	Total Cash Receipts	20,235,854
14	Cash Disbursements	
15	Payroll	(1,228,999)
16	Receiver and Receiver's Counsel	(925,000)
17	Employee Benefits	(320,384)
18	Farming Supplies	(223,791)
19	Insurance	(157,691)
20	Utilities	(122,107)
21	Legal and Professional	(103,079)
22	Other	<u>(359,935)</u>
	Total Disbursements	(3,440,987)
	Escrow Adjustment	(14,561,723)
	Ending Cash, 9/30/24	<u><u>\$ 4,324,559</u></u>

23 **X. Books and Records**

24 The Receiver continues to leverage the company's financial records and systems but is
25 assessing other systems for maintaining inventory and other accounting functions. The Receiver's
26 IT Consultant obtained full administrator access to the company's IT systems and implemented a
27 process to store backups of the company's data in an offsite repository controlled by the Receiver.
28 The Receiver's staff continues to work with the IT Consultant to maintain continuous backups of

1 the company email accounts and key servers.

2 **XI. Insurance**

3 The copies of certificates of insurance are attached as **Exhibit “B.”**

4 **XII. Litigation**

5 The Receiver has become aware of no less than 42 actions now pending against just one of
6 the receivership entities, namely Andersen Shelling. Taking these claims at face value, they
7 evidence more than \$37.5 million in claimed debt. The Receiver does not have complete
8 information regarding all of the actions. The Receiver is defending court actions that were
9 commenced in multiple counties prior to his appointment, including a private arbitration award and
10 certain actions in which claimants have pursued default judgments. Actions filed after the
11 Receiver’s appointment, without leave of the Tehama Superior Court, may be subject to
12 dismissal. The Receiver is also responding to dozens of complaints filed with the California
13 Department of Food and Agriculture.

14 **XIII. Legal Fees and Expenses**

15 According to the Order, the Receiver was authorized to retain the law firm of Pachulski
16 Stang Ziehl & Jones LLP (“PSZJ”) as Receiver’s legal counsel. PSZJ’s fees and expenses for
17 September 2024 were \$237,884. Full invoices will be presented as part of the final Receiver’s
18 report.

19 **XIV. Receiver’s Fees and Expenses**

20 The Receiver’s fees and expenses for September 2024 were \$397,531. Full invoices will be
21 presented as part of the final Receiver’s report.

22 DATED: November 6, 2024

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24 _____
25 David P. Stapleton
26 Receiver

EXHIBIT “A”

Schedule of Receipts & Disbursements 8/8/2024 - 9/30/2024

DRAFT

Andersen & Son's Receivership

	A&S Shelling	A&S Ranch	ABW	A&M	Farmers Hill Investments	JB Cusick	Total
Beginning Cash, 8/8/24¹	\$ 1,125,596	\$ 245,994	\$ 661,307	\$ 14,561	\$ 5,960	\$ 37,996	\$ 2,091,415
Cash Receipts							
Sales							
Receipts	15,399,167	1,008,922	60	3,500	-	67,678	16,479,327
Total Sales	15,399,167	1,008,922	60	3,500	-	67,678	16,479,327
Funding							
GSFC	1,187,835	1,085,846	-	-	-	-	2,273,681
BofA	1,482,846	-	-	-	-	-	1,482,846
Total Funding	2,670,681	1,085,846	-	-	-	-	3,756,527
Total Cash Receipts	18,069,848	2,094,768	60	3,500	-	67,678	20,235,854
Cash Disbursements							
Payroll	(782,328)	(421,091)	-	-	-	(25,581)	(1,228,999)
Employee Benefits	(137,921)	(100,062)	-	-	-	(7,318)	(245,301)
401K	(70,700)	-	-	-	-	(4,384)	(75,083)
Insurance	(114,972)	(30,154)	(12,566)	-	-	-	(157,691)
Farming Supplies	-	(141,971)	-	-	-	-	(141,971)
Contract Labor	-	(67,024)	-	-	-	-	(67,024)
Utilities	(29,113)	(92,314)	-	-	-	(680)	(122,107)
Diesel/Gas	-	(81,820)	-	-	-	-	(81,820)
Security	(39,333)	-	-	-	-	-	(39,333)
Repairs & Maintenance	(3,037)	(82,233)	-	-	-	-	(85,270)
Equipment and Vehicle Leases	(6,379)	(11,898)	-	-	-	-	(18,277)
Freight	(20,000)	-	-	-	-	-	(20,000)
Legal & Professional	(103,079)	-	-	-	-	-	(103,079)
Receiver's Fees	(760,000)	(165,000)	-	-	-	-	(925,000)
All Other Expenses	(84,206)	(4,761)	(218)	(978)	(1,591)	(38,277)	(130,031)
Total Disbursements	(2,151,068)	(1,198,327)	(12,784)	(978)	(1,591)	(76,239)	(3,440,987)
Other Reconciling Items							
BofA LOC Adjustment	(14,561,723)	-	-	-	-	-	(14,561,723)
Total Other	(14,561,723)	-	-	-	-	-	(14,561,723)
Ending Cash, 9/30/2024¹	\$ 2,482,652	\$ 1,142,435	\$ 648,583	\$ 17,084	\$ 4,369	\$ 29,435	\$ 4,324,559

Notes

¹ Note the beginning and ending cash balances were tied to the receivership entity's respective bank statements. The receipts and disbursements were obtained from the respective company's books and records.

EXHIBIT “B”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:
1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 2. "Personal and advertising injury";
caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.
- B.** The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C.** With respect to insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:
1. Legal, accounting or advertising services;
 2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
 3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
 4. Engineering services, including related supervisory or inspection services;
 5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
 6. Any health or therapeutic service treatment, advice or instruction;
 7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
 8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
 9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
 10. Body piercing services;
 11. Services in the practice of pharmacy;
 12. Law enforcement or firefighting services; and
 13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.**; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

COMMERCIAL AUTO PLUS + ENDORSEMENT

Named Insured Andersen & Sons Ranch Inc/ Andersen & Sons Shelling Inc.			Endorsement Number
Policy Symbol	Policy Number PAC110434	Policy Period 06/20/2024- 06/20/2025	Effective Date of Endorsement 06/20/2024
Issued By (Name of Insurance Company) Pacific Employers Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The **BUSINESS AUTO COVERAGE FORM** is amended to include the following additions and extensions of coverage:

- A. Newly Acquired Or Formed Entities**
- B. Temporary Substitute Autos – Physical Damage Coverage**
- C. Blanket Additional Insured – Required By Contract**
- D. Employees As Insureds – Nonowned Autos**
- E. Employee Hired Autos**
- F. Supplementary Payments – Bail Bonds**
- G. Supplementary Payments – Loss Of Earnings**
- H. Fellow Employee Coverage**
- I. Property Of Others**
- J. Personal Effects Coverage**
- K. Auto Medical Payments Coverage – Increased Limits**
- L. Expanded Towing Coverage**
- M. Auto Loan Or Lease Coverage**
- N. Rental Reimbursement Coverage**
- O. Expanded Transportation Expense**
- P. Expense You Incur To Recover A Stolen Auto**
- Q. Accidental Airbag Discharge Coverage**
- R. Physical Damage – Two Or More Deductibles**
- S. Blanket Waiver Of Subrogation**
- T. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**
- U. Unintentional Failure To Disclose Hazards**
- V. Amended Bodily Injury Definition**
- W. Expected Or Intended Injury**
- X. Physical Damage Coverage – Electronics**
- Y. Prejudgment Interest Coverage**
- Z. Limited Mexico Coverage**

In return for "your" payment of the required premium, "we" provide the coverages, subject to the limits of insurance described in this endorsement or unless otherwise shown on the "declarations". If there are any conflicts between this endorsement and any state-specific endorsements attached to this policy, the state-specific endorsement provision will apply, but only to the extent of that conflict.

A. Newly Acquired Or Formed Entities

1. Any organization you newly acquire or form will be covered as a named insured for up to 180 days or until the policy expiration date, whichever is later.
2. Coverage under this provision is subject to all of the following requirements:
 - a. The organization must be an entity other than one of the following:
 - (1) A partnership
 - (2) A joint venture
 - (3) A limited liability company
 - b. You must maintain more than 50% ownership or interest.
 - c. Coverage under this policy only applies if there is no other similar insurance available to that entity.

B. Temporary Substitute Autos – Physical Damage Coverage

The following is added to **SECTION I – COVERED AUTOS**, paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**:

If covered “autos” Physical Damage Coverage is provided by this Coverage Form, then any "auto" you do not own while used with the permission of its 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

is also a covered "auto" for Covered Autos Physical Damage Coverage. Only the coverages and deductibles applicable to the covered “auto” will be applied to the substitute “auto”.

C. Blanket Additional Insured – Required By Contract

1. Paragraph **A.1. Who Is An Insured** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional "insured" on your policy. Such person or organization is an "insured" only with respect to their liability for "bodily injury" or "property damage" arising out of your conduct under such contract or agreement.

A person's or organization's status as an additional "insured" under this endorsement ends when their contract or agreement with you ends.

2. With respect to the insurance afforded to these additional "insureds", this insurance does not apply to:
 - a. Any "accident" which takes place, or offense which is committed, after their contract or agreement with you ends.
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of the person or organization described in Paragraph **C.1.** of this endorsement.
 - c. "Bodily injury" or "property damage" arising out of any lease or rental agreement with you.

D. Employees As Insureds – Nonowned Autos

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don't own, hire or borrow in your business or your personal affairs.

E. Employee Hired Autos

1. Changes in Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the **Business Auto Coverage Form** is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a.** Any covered "auto" you lease, hire, rent or borrow; and
- b.** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Supplementary Payments – Bail Bonds

The limit for bail bonds in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **A.2.a.(2) Supplementary Payments**, is increased to \$10,000.

G. Supplementary Payments – Loss Of Earnings

The limit for actual loss of earnings in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **A.2.a.(4) Supplementary Payments**, is increased to \$1,000 a day.

H. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained under the **Covered Autos Liability Coverage** does not apply.

I. Property of Others

Paragraph **B.6. Care, Custody Or Control** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** Exclusions is replaced by the following:

“Property damage” to or “covered pollution cost or expense” involving property owned or transported by the “insured” or in the “insured's” care, custody or control. But this exclusion does not apply to:

- a.** Liability assumed under a sidetrack agreement; or
- b.** “Property damage” to property owned or transported by the “insured” or in the “insured's” care, custody or control not exceeding \$5,000 in any one “accident” and not covered under any other collectible insurance.

J. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **A.4. Coverage Extensions**:

We will pay up to \$2,500 in any one "accident" for your personal effects that is damaged or lost as a result of a covered "loss", without applying a deductible. This coverage is excess over any other valid and collectible insurance.

K. Auto Medical Payments Coverage – Increased Limits

The following paragraph is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **A.2. Coverage Extensions**:

The Auto Medical Payments Limit of Insurance will be double the limit shown in the Declarations if all of the following conditions are met:

- a. The "insured" was properly wearing a seatbelt at the time of the covered "loss"; and
- b. The covered "auto" involved in the covered "loss" is insured for medical payments coverage at the time of the "loss".

This is the maximum we will pay for any one "loss" regardless of the number of vehicles or persons involved in the covered "loss".

L. Expanded Towing Coverage

Paragraph **A.2. Towing**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is replaced by the following.

1. We will pay for towing and labor costs incurred each time a covered "auto" is disabled, up to the following limits:

- a. \$300 per disablement for a covered "auto" of the private passenger type;
- b. \$600 per disablement for a trailer being towed by the covered "auto" when the disablement occurred, as well as storage or movement of the contents of that trailer, including livestock; and
- c. \$1,000 per disablement for a covered "auto" classified as other than private passenger or trailer types.

2. At the time of the "loss", the covered "auto" must be insured for both:

- a. Comprehensive or Specified Causes of Loss coverage, and
- b. Collision coverage.

3. The coverage and limits provided in this provision apply in addition to those coverages indicated for the covered "auto" in the Declarations.

M. Auto Loan or Lease Coverage

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan, including up to a maximum of \$1,000 for early termination fees or penalties, for a covered "auto", less:

- a. The amount paid under the policy's Physical Damage Coverage; 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 loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

N. Rental Reimbursement Coverage

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$100 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **Expanded Transportation Expense** coverage extension in this endorsement.

O. Expanded Transportation Expense

The limits in **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **A.4.a.** Transportation Expenses, are increased to \$100 per day up to a maximum of \$3,000.

P. Expense You Incur To Recover A Stolen Auto

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **A.4. Coverage Extensions**.

We will pay up to \$6,000 for expenses incurred in returning a stolen covered "auto" to you, but only if, at the time of the "loss", the covered "auto" is insured for Comprehensive or Specified Causes of Loss coverage.

Q. Accidental Airbag Discharge Coverage

Paragraph **B.3.a.** of **SECTION III – Physical Damage Coverage** is deleted and replaced by the following.

3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown. Mechanical breakdown does not include the accidental discharge of an airbag.

R. Physical Damage – Two Or More Deductibles

When "loss" to an "auto" and its attached "trailer" is caused by the collision of the "auto" and its attached "trailer" with another object or the overturn of the "auto" and its attached "trailer," our obligation to pay for the "loss" will be reduced by either the deductible applicable to the "auto" or the deductible applicable to its attached "trailer," whichever is greater, with the lesser deductible being waived.

S. Blanket Waiver Of Subrogation

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply, but only when the Named Insured agrees that subrogation is waived prior to the "accident" or the "loss" under the terms of a written contract entered into between the Named Insured and an entity that is part of that contract.

T. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS, 2. Duties In The Event Of Accident, Claim, Suit Or Loss.**

With respect to any loss reporting requirements under this policy, it is understood and agreed that knowledge of an accident, claim, suit or loss by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours, or any other person you designate as responsible for insurance-related matters, shall have received notice from said agent, servant, employee or any other person.

U. Unintentional Failure To Disclose Hazards

It is agreed that the insureds right to coverage under this policy shall not prejudice nor shall coverage be denied because of:

- a. An unintentional clerical error, omission, or mistake in the Declarations section of the policy;
- b. An unintentional error, omission or mistake with respect to a representation or warranty in the policy;
- c. An unintentional error, omission, or mistake in connection with the disclosure of hazards related to the underwriting of this policy; or
- d. Any other unintentional error, omission or mistake affecting coverage under this policy.

V. Amended Bodily Injury Definition

The definition of ‘Bodily injury’ found in **SECTION V – DEFINITIONS** is deleted and replaced by the following.

“Bodily injury” means physical injury, sickness or disease sustained by a natural person, including

1. Death resulting from any of these at any time; or
2. Mental injury that subsequently manifests itself after such physical injury, sickness or disease is sustained by a natural person.

W. Expected Or Intended Injury

Exclusion **2.a.** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** is deleted and replaced with the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

X. Physical Damage Coverage – Electronics

The limit for any one “loss” to electronic equipment that reproduces, receives or transmits audio, visual or data signals in **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **C.1.b. Limits of Insurance** is increased to \$2,500.

Y. Prejudgment Interest Coverage

The following paragraph is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **A.2.a. Coverage Extensions.**

Any interest awarded against the “insured” prejudgment, in any "suit" against the "insured" we defend, but only interest rewarded between the date we make an offer to pay the applicable limit of insurance and the date the judgment is entered. If we have made no offer to pay the applicable limit of insurance, then we will pay the full amount of the prejudgment interest entered. Our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our limit of insurance. These payments of interest will not reduce the Limit of Insurance.

Z. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY – NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

1. Coverage

a. Paragraph 7. **Policy Period, Coverage Territory** of the **General Conditions** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- (1)** "Accidents" or "losses" occurring within 25 miles of the United States border; and
- (2)** Trips into Mexico of 10 days or less.

b. The **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

2. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

3. Additional Exclusions

For the purposes of this endorsement, the following additional exclusions are added:

This insurance does not apply:

- a.** If the covered "auto" is not principally garaged and principally used in the United States.
- b.** To any "insured" who is not a resident of the United States.

All Other Terms And Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ZENITH CUSTOM FARMING AND FARM MANAGERS
COVERAGE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

A. Damages to Property of Others

Per Occurrence Limit:	\$ 1,000,000
Aggregate Limit:	\$ 2,000,000
Deductible per Occurrence:	\$ 1,000

A. Damages To Property Of Others

SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is extended to apply to “your work” for “custom farming” or “farm management” operations performed by you for others under a written or oral contract agreement.

The most that we will pay under this coverage are the limits reflected in the Schedule of this form above. These Limits of Liability apply only to damages to property of others alleged to have occurred due to “custom farming” or “farm management” operations performed on that property by you.

With respect to “custom farming” and “farm management” operations:

1. Exclusions **2.i.(5)** and **(6)** of **SECTION I, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** do not apply to coverage provided by this endorsement.
2. Exclusion **2.n.** of **SECTION I, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to coverage provided by this endorsement.
3. Exclusion **2.o.** of **SECTION I, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to coverage provided by this endorsement.

These limits are part of, not in addition to, the **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** Limit of Insurance.

B. Supplementary Payments

1. The following replaces paragraph **2.a.(2)** of **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** under **ADDITIONAL COVERAGES**:
 - (2) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **COVERAGE A** applies. We do not have to furnish these bonds.
2. The following replaces paragraph **2.a.(4)** of **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** under **ADDITIONAL COVERAGES**:
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

C. Newly Acquired Or Formed Organizations

The following replaces paragraph **4.a.** of **SECTION II - WHO IS AN INSURED:**

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Additional Insured - Automatic Status When Required In An Agreement With You

The following is added to **SECTION II - WHO IS AN INSURED:**

5. Who Is An Insured is amended to include the following person(s) or organization(s) with whom you have agreed in a valid written contract that such person or organization be added as an additional insured on your policy. If required in your written contract, coverage is provided on a primary and noncontributory basis with respect to other insurance under which the person or organization is a Named Insured. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Co-Owners of Insured Premises - with respect to their liability as co-owner of the premises.

However, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

b. Controlling Interest - with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when such person or organization ceases to have such controlling interest.

c. Grantor of Franchise or License - with respect to their liability as grantor of a franchise or license to you.

However, their status as additional insured under this policy ends when:

- (1) Their contract or agreement with you granting the franchise or license ends or expires; or
- (2) Your license is terminated or revoked prior to expiration of the license as stipulated by the contract or agreement.

d. Lessors of Leased Equipment - with respect to their liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment ends.

e. Managers, or Lessors of Leased Premises - with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; and
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

f. Mortgagee, Assignee, or Receiver - as respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new constructions and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.

g. Owners or Other Interest from Whom Land has been Leased - with respect to their liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease the land; and
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to lease the land.

h. State or Political Subdivisions - Permits Relating to Premises - with respect to the following ongoing operations for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

i. Vendors - but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

E. Knowledge Of An Occurrence

The following is added to paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- f. Knowledge of an "occurrence", offense, claim or "suit" by an agent or "employee" of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an "occurrence", offense, claim or "suit" from the agent or "employee".

F. Waiver Of Subrogation

The following is added to paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we 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 in the "products-completed operations hazards".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ZENITH BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

General Description Of Coverage - This endorsement modifies coverage. Limitations and exclusions may apply to these coverages. Read all the provisions of the endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

Provisions

A. Blanket Additional Insured

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

B. Employees As Insureds - Hired or Rented Autos

The following is added to Paragraph **A.1., Who Is an Insured**, of **SECTION II - LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

C. Waiver of Deductible - Glass

The following is added to Paragraph **D. Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

D. Single Deductible - Multiple Covered Autos

The following is added to Paragraph **D. Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

When two or more covered "autos" sustain "loss" in the same "accident", the "loss" will be reduced by the largest single deductible that applies. For the purpose of this coverage, an "auto" and its attached "trailer" are two separate "autos".

E. Single Deductible With Multiple Policies

The following is added to Paragraph **D. Deductible**, of **Section III - PHYSICAL DAMAGE COVERAGE**:

If the same "accident" results in "loss" covered under this policy and any other policy written by us:

1. The largest deductible applicable to the "loss" or damage shall apply only once to all covered "loss" or damage.
2. This provision applies only if the combined "loss" or damage exceeds the higher of the applicable deductibles.
3. The application of this provision shall not serve to reduce your recovery to less than the amount you would have received under individual policies.

F. Changes For Trailers and Farm Implements

The following is added to Paragraph **C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.

5. Farm wagons or farm implements while being towed by a covered "auto".

G. Changes For Additional Newly Acquired Vehicles

Paragraph **B.2. Owned Autos You Acquire After The Policy Begins** of **SECTION I - COVERED AUTOS** is replaced by the following:

2. If Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

H. Accidental Airbag Discharge Coverage

The following is added to Paragraph **B.3.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE**;

Mechanical breakdown does not include the accidental discharge of an airbag.

I. Emergency Lockout or Lock Replacement

The following is added to **SECTION III - Physical Damage**:

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto"; or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

No deductibles apply to this coverage.

J. Replaced Exclusions

Under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions 1. Expected Or Intended Injury, 4. Employee Indemnification And Employer's Liability** and **5. Fellow Employee** are deleted and replaced by the following:

Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree than initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" or a worker furnished by a "farm labor contractor" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" or worker furnished by a "farm labor contractor" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" or a worker furnished by a "farm labor contractor" arising out of and in the course of the fellow "employee's" or worker's employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" or worker furnished by a "farm labor contractor" as a consequence of Paragraph **a.** above.

K. Additional Exclusions

The following are added to **B.Exclusions**, under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

1. Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

2. Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention;of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

3. Explosives

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

4. Rolling Stores

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "Insured" has given up possession of the item.

5. Wrong Delivery of Liquid Products

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

6. Professional Services

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

L. Amended Duties in Event of Accident, Claim, Suit, or Loss

The requirement in Loss Condition 2.a. **Duties In The Event Of Accident, Claim, Suit Or Loss - of SECTION IV - BUSINESS AUTO CONDITIONS** that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive office or the employee designated by you to give such notice if you are a corporation; or
4. A member, if you are a limited liability company.

M. Unintentional Failure To Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS - B.2. Concealment, Misrepresentation Or Fraud is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right to cancellation or nonrenewal.

N. Liberalization

SECTION IV - BUSINESS AUTO CONDITIONS paragraph **B.3. Liberalization** is replaced with the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

O. Limited Mexico Coverage Warning

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED **MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS COVERAGE DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

For the purposes of **Limited Mexico Coverage**, paragraph 5. **Other Insurance** of the **General Conditions** section is replaced by the following:

The insurance provided by this coverage will be excess over any other collectible insurance.

For the purposes of **Limited Mexico Coverage** The following is added to paragraph 7. **Policy Period, Coverage Territory** of the **General Conditions**:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

For the purposes of **Limited Mexico Coverage**, **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by addition of the following:

If a covered "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

For the purposes of **Limited Mexico Coverage**, the following additional exclusions are added to **SECTION II - LIABILITY COVERAGE**:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

P. Pickup Topper And Truck Camper Body Coverage

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**

Pickup Topper And Truck Camper Body Coverage

Coverage is extended to apply to toppers and camper bodies designed to be installed on a pickup bed when removed from the covered "auto" if the following conditions are met:

1. The topper or camper body value is included in cost new or stated amount value of the specified covered "auto" to which it is intended to be attached; and
2. The specified covered "auto" to which the topper or camper body is intended to be attached is insured for both:
 - a. **Comprehensive or Specified Causes of Loss Coverage**; and
 - b. **Collision Coverage**

Q. Definitions

1. The definitions of "employee", "leased worker", and "temporary worker" are replaced by the following definitions:

"Employee" includes a "leased worker" and other workers whose duties are principally in connection with your business operations. "Employee" does not include a "temporary worker" or a worker furnished by a "farm labor contractor".

"Leased worker" means a person leased to you by a labor leasing firm (other than a "farm labor contractor") under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker" or a worker furnished by a "farm labor contractor".

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a worker furnished by a "farm labor contractor".

2. The following **Definition** is added:

“Farm labor contractor” means any third party person or organization that furnishes agricultural laborers for a fee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ZENITH GENERAL LIABILITY COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Provisions

A. Supplementary Payments

1. The following replaces paragraph 2.a.(2) of **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** under **ADDITIONAL COVERAGES**:

- (2) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **COVERAGE A** applies. We do not have to furnish these bonds.

2. The following replaces paragraph 2.a.(4) of **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** under **ADDITIONAL COVERAGES**:

- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

B. Newly Acquired Or Formed Organizations

The following replaces paragraph 4.a. of **SECTION II - WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

C. Additional Insured - Automatic Status When Required In An Agreement With You

The following is added to **SECTION II - WHO IS AN INSURED**:

5. **Who Is An Insured** is amended to include the following person(s) or organization(s) with whom you have agreed in a valid written contract that such person or organization be added as an additional insured on your policy. If required in your written contract, coverage is provided on a primary and noncontributory basis with respect to other insurance under which the person or organization is a Named Insured. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. **Co-Owners of Insured Premises** - with respect to their liability as co-owner of the premises.

However, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

- b. **Controlling Interest** - with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when such person or organization ceases to have such controlling interest.

- c. **Grantor of Franchise or License** - with respect to their liability as grantor of a franchise or license to you.

However, their status as additional insured under this policy ends when:

- (1) Their contract or agreement with you granting the franchise or license ends or expires; or

- (2) Your license is terminated or revoked prior to expiration of the license as stipulated by the contract or agreement.

d. Lessors of Leased Equipment - with respect to their liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment ends.

e. Managers, or Lessors of Leased Premises - with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; and
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

f. Mortgagee, Assignee, or Receiver - as respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new constructions and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.

g. Owners or Other Interest from Whom Land has been Leased - with respect to their liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease the land; and
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to lease the land.

h. State or Political Subdivisions - Permits

Relating to Premises - with respect to the following ongoing operations for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

i. Vendors - but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

D. Knowledge Of An Occurrence

The following is added to paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- f. Knowledge of an "occurrence", offense, claim or "suit" by an agent or "employee" of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an "occurrence", offense, claim or "suit" from the agent or "employee".

E. Waiver Of Subrogation

The following is added to paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we 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 in the "products-completed operations hazards".

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.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

<p>SCHEDULE - PART I</p> <p>Terrorism Premium (Certified Acts) \$ 0.00 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): General Liability CFP 00025793-02</p> <p>Additional information, if any, concerning the terrorism premium:</p>
<p>SCHEDULE - PART II</p> <p>Federal share of terrorism losses 80 % Year: 2021 (Refer to Paragraph B. in this endorsement.)</p> <p>Federal share of terrorism losses 80 % Year: 2022 (Refer to Paragraph B. in this endorsement.)</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

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PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 514 Via de la Valle, Suite 210, Solana Beach, CA 92075.

On November 6, 2024, I served true copies of the following document(s) described as on the interested parties in this action as follows:

RECEIVER'S REPORT NO. 1

SEE ATTACHED SERVICE LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Stapleton Group for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Los Angeles, California.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address oadler@pszjlaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 6, 2024, at Solana Beach, California.


Deborah L. Burger

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