

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2022

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(les) must 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).

certificate holder in lieu of such endorse	ment	(s).	• •					-		
PRODUCER					CONTACT Laura Baron					
NICKERSON INSURANCE SERVICES					PHONE (310) 326-6333 FAX (A/C, No): (310) 326-5416					
LIC #0491589					E-MAIL ADDRESS: Laura@nickersonins.com					
2106 West Lomita Blvd.					INSURER(S) AFFORDING COVERAGE					
Lomita CA 90717					INSURERA: Continental Casualty Company				NAIC # 20443	
INSURED					INSURERB: Transportation Insurance Company				20494	
Focus Media Group, Inc.,					NSURERC: AmTrust North America					
DBA: Coastline Advertising Corporation					INSURER D:				19879	
2271 W MALVERN AVE. #407 FULLERTON					INSURER E :					
Fullerton CA 92833-2106					INSURER F:					
COVERAGES CERTIFICATE NUMBER: 22-23GLAUW										
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/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$		1,000,000	
A CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		300,000	
	х		B4034610293		5/19/2022	5/19/2023	MED EXP (Any one person) \$		10,000	
							PERSONAL & ADV INJURY \$		1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$		2,000,000	
POLICY X PRO-							PRODUCTS - COMP/OP AGG \$		2,000,000	
OTHER:							\$			
AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS				5/19/2022	5/19/2022	5/19/2023	COMBINED SINGLE LIMIT (Ea accident)		1,000,000	
							BODILY INJURY (Per person) \$			
			BUA5088115784				BODILY INJURY (Per accident) \$			
							PROPERTY DAMAGE \$ (Per accident)			
						Uninsured motorist combined single \$		1,000,000		
X UMBRELLALIAB X OCCUR							EACH OCCURRENCE \$		4,000,000	
B EXCESS LIAB CLAIMS-MADE							AGGREGATE \$		4,000,000	
DED X RETENTION \$ 10,000	1		CUP4034610245		5/19/2022	5/19/2023	\$,	
WORKERS COMPENSATION							PER OTH- STATUTE ER			
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			APP		AS TO FOR	M	E.L. EACH ACCIDENT \$		1,000,000	
			SWC1383487	_	4/21/2022	4/21/2023	E.L. DISEASE - EA EMPLOYEE \$		1,000,000	
			Bv:	[E.L. DISEASE - POLICY LIMIT \$		1,000,000	
			M	ICHAE	L E. GATES					
			07774.00	CITY ATTORNEY F HUNTINGTON BEACH		EVCH				
	•		CITY O	r non	HINGTON D	,r(Ç) (
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder: City of Huntington Beach, its officers elected or appointed officials employees agents and volunteers are automatic Additional Insured in respect to insured ongoing operations per attached CNA endorsement form #SB-300120-C (Ed. 06/11) and endorsement form #-SB146932E 06/11 which includes primary, non-contributory & Waiver of Subrogation wording. 30 Days Notice of Cancellation Subject to 10 day Notice of Cancellation for Non-payment of Premium when required by written executed contract										
CERTIFICATE HOLDER CANCELLATION										
laura@ncikersonins.com City of Huntington Beach Attn.: Denny Bacon 2000 Main Street					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Huntington Beach, CA 92648					AUTHORIZED REPRESENTATIVE					
, ,					Sarah Kelly/LAURA Aural Kelly					



Focus Media Group, Inc. Policy Number: B4034610293

Effective: 5/19/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers 2000 Main Street

Huntington Beach, CA 92648

- * Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.
- A. The following is added to Paragraph C. Who is An Insured:
 - 4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury," caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); at the location(s) designated above; or

- c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.
- B. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- The rendering of, or the failure to render any professional architectural, engineering, or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- 2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.
- C. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:

H. Other Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.





Focus Media Group, Inc. Policy Number: B4034610293

Effective: 5/19/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY-OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

Effective: 5/19/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED - BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, 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:

- 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;
 - 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;
 - 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 omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) 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.
- 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.
- 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

- 1. Currently in effect or becoming effective during the term of this policy; and
- 2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured - Your Work

That person or organization for whom you do work is an additional insured solely for liability



due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) 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.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under Liability and Medical Expenses Definitions do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards 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:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, entrances. coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection. or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- Their financial control of you; or
- (2) 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 such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or





(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

- Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you:
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in "products-completed operations hazard.'

B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, l, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability Medical Expenses Limits Insurance.

C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have

Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to E. **Businessowners General Liability Conditions** in the Businessowners Liability Coverage Form:

- Paragraphs a. and b. apply to you or to any additional insured only when "occurrence," offense, claim or "suit" is known
 - (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodliy Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

- 8. Expanded Personal and Advertising Injury Definition
 - The following is added to Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:
 - Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - 1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
 - b. The following is added to Exclusions, Section B.:



(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

c. This provision (Expanded Personal and Advertising Injury) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.





Focus Media Group, Inc. Policy Number: B4034610293

Effective: 5/19/2022

Name Of Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF SUBROGATION

SCHEDULE

realite of Foron or organization.
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE A
CONTRACT THAT REQUIRES SUCH A WAIVER
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

We waive any right of recovery we may have against:

- 1. Any person or organization shown in the Declarations; or
- 2. Any person or organization with which you have a contract that requires such a waiver.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

4/21/2022

Policy No. SWC1383487

Endorsement No. 0

0.544

Insured

Focus Media Group Inc.

Premium \$ 9,541

Insurance Company

Security National Insurance Company

Countersigned by