



CONDITIONAL BIND

HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, IL 60603
(646) 452-2353

Policy Number: US UUA 2700815.15

I. GENERAL DETAILS

Policy Number	US UUA 2700815.15
Insured	Amazing Grace LLC
Insured's Contact Address	1633 N Stanley Ave Los Angeles, California 90046-2712
Underwriter	Hiscox Insurance Company Inc
Insured's Broker	AON Albert G Ruben 171 Madison Avenue, Suite 401 New York, New York 10016
Insured's Payment	Payment by Broker's Account
Premium	\$ 5,400.00

II. COVERAGE DETAILS

Policy Wording	US TMT Video Film and Television Producers (Admitted)
Policy Period	July 21st 2015 to July 21st 2018 at 12:01 am local time at the insured's contact address

III. SPECIFIC COVERAGE DETAILS

VIDEO, FILM & TELEVISION PRODUCERS (ADMITTED)

Definition of "insured production(s)." Where the phrase "insured production(s)" appears within this policy (whether in the singular or plural), it shall solely mean the following:

"Amazing Grace", including any supplemental programming included in the video, DVD or other release of such production by you.

Policy Limit	\$ 3,000,000 Each and every claim, inclusive of defense costs and damages but a maximum of \$5,000,000 in the aggregate.
Retention	\$ 25,000 Each and every claim inclusive of defense costs and damages.
Geographical Limits	Worldwide
Applicable Courts	Worldwide



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ENDORSEMENTS - Applicable to the whole policy

Endorsement 1	E2387.1 Social Media Extension VFT
Endorsement 2	E2400.2 Notification and Underwriters Representative Endorsement
Endorsement 3	E2430.1 Remove Settlement Clause Endorsement
Endorsement 4	E2484.1 Premium Payment Warranty
Endorsement 5	E2535.1 Application for Insurance
Endorsement 6	E2539.3 Amend Date of Performance Endorsement PD
Endorsement 7	E2591.2 Spousal, Civil Union & Domestic Partner Extension End PD
Endorsement 8	E2542.1 Failure to Obtain License Exclusion (Project Specific) End PD
Endorsement 9	E2710.1 California Amendatory Endorsement

IN WITNESS WHEREOF this Declarations has been signed at New York, New York



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Endorsement 1

E2387.1 Social Media Extension VFT

In consideration of the premium charged and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that with respect to DEFINITIONS (Section VIII), Advertising is deleted in its entirety and replaced with the following:

"Advertising" means advertising, publicity, or promotion of the **insured production(s)** regardless of the nature or form of such "advertising" including "advertising" via any social media platform (including but not limited to Facebook, Twitter, LinkedIn or MySpace).

All other terms and conditions remain unchanged.

MED E2387 CW (08/11)



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Endorsement 2

E2400.2 Notification and Underwriters Representative Endorsement

Please provide notification of any claim(s) to:

Hiscox, 520 Madison Ave, 32nd Floor New York, NY 10022
Email: tmtclaims@hiscox.com
Fax: 212.922.9652
Telephone: 1.877.544.7269

MED E2400 CW (02/10)



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Endorsement 3

E2430.1 Remove Settlement Clause Endorsement

In consideration of the premium charged and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that GENERAL MATTERS (Section IX), Settlement of Claims, of the policy is deleted in its entirety.

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



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Endorsement 4

E2484.1 Premium Payment Warranty

Premium payment warranty: 30 days



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Endorsement 5

E2535.1 Application for Insurance

In consideration of the premium charged and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that the application dated and submitted to **us** on State National's form shall be accepted by **us** as the application for this policy.

Any and all reference to an application in this policy shall mean the application described above. **We** have relied upon all statements, warranties and other information and documents contained in or submitted with such other application as if they were submitted directly to **us** using **our** own application.

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



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Endorsement 6

E2539.3 Amend Date of Performance Endorsement PD

In consideration of the premium charged and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that with respect to GENERAL MATTERS (Section IX), Date of performance of film and program production activities the last paragraph is deleted and replaced with the following:

We shall have no obligation under this policy to pay **damages** or make any other payment in connection with any portion of any **claim** or related **claims** that is attributable to **film and program production activities** that were performed or are deemed by operation of this provision to have been performed prior to or after the **policy period** (other than any portion of any **claim** or related **claims** attributable to **film and program production activities** described in paragraph 1. of that definition that were performed, or any film festival exhibitions that occurred, prior to the **policy period**). In no event shall a series of **film and program production activities** giving rise to a **claim** or related **claims** trigger any obligation by **us** under more than one policy issued by **us**.

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.

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Endorsement 7

E2591.2 Spousal, Civil Union & Domestic Partner Extension End PD

In consideration of the premium charged and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that:

If **you** fall into the class of persons identified in DEFINITIONS (Section VIII), **You/Your**, paragraph 2, of the policy, and a **claim** insured under this policy against **you** includes a **claim** against **your** lawful spouse, lawful civil union partner or domestic partner solely by reason of (i) such person's status as **your** spouse, civil union partner or domestic partner, or (ii) such spouse's, civil union partner's or domestic partner's ownership interest in property which the claimant seeks as recovery for **claims** against **you** arising out of the **insured's film and program production activities**, any sum such spouse, civil union partner or domestic partner becomes legally obligated to pay as **damages** on account of the **claim** shall be treated under the policy as if the sum were **damages you** are required to pay on account of the **claim** against **you**. All limitations, conditions provisions and other terms of the policy applicable to **damages you** become obligated to pay shall also be applicable to such sums **your** spouse, civil union partner or domestic partner becomes obligated to pay. In no event shall the coverage afforded by this endorsement apply to any **claim** arising out of the **film and program production activities** of **your** spouse, civil union partner or domestic partner.

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.

MED E2591 CW (02/10)



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Endorsement 8

E2542.1 Failure to Obtain License Exclusion (Project Specific) End PD

In consideration of the premium charged and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that **we** will have no duty to defend **you** against, and **we** will make no payment for **damages** or otherwise toward any portion(s) of any **claim** for, alleging, or arising from:

any alleged failure by **you** or any third party to obtain licenses, releases or consents for **media content**; provided, however, that this exclusion shall not apply:

(i) if **you** or the third party can provide tangible evidence of a license, release or consent and prove compliance therewith; or

(ii) to any covered portion(s) of a **claim** under WHAT HAS TO GO WRONG (Section II) (b).

All other terms and conditions remain unchanged.

MED E2542 CW (02/11)



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Endorsement 9

E2710.1 California Amendatory Endorsement

In consideration for the payment of premium and in reliance on the statements made and information provided to **us**:

1. DEFINITIONS (Section VIII), Damages, of the policy is modified to the extent necessary to provide the following:

To the extent coverage is provided for punitive and exemplary damages, such coverage shall not apply to **claims** which are governed by the laws of the State of California.

2. GENERAL MATTERS (Section IX), Cancellation, of the policy is deleted in its entirety and replaced with the following:

The **insured** may cancel this policy at any time by mailing to **us** written notice stating when such cancellation shall be effective. Any unearned premium will be calculated in accordance with the customary short rate table and procedure and returned to the **insured** within eighty (80) business days after **we** receive notice of cancellation.

We will only cancel this policy if the premium is not paid by the due date, or **you** intentionally make a material misrepresentation to **us** in regard to any **claim** or notice given to **us** under this policy.

If this policy has been in effect for sixty (60) days or less and is not a successive renewal of this policy issued by **us**, **we** will provide to both the **insured** and broker of record, provided that the broker of record is not **our** employee, written notice of cancellation at least twenty (20) days prior to the effective date of cancellation; except at least ten (10) days for non-payment of premium when due.

If this policy has been in effect for more than sixty (60) days or is a successive renewal of this policy issued by **us**, **we** will provide to both the **insured** and broker of record, provided that the broker of record is not **our** employee, written notice of cancellation at least thirty (30) days prior to the effective date of cancellation; except at least ten (10) days for non-payment of premium when due.

The notice shall state the effective date of cancellation and the reason for cancellation.

In the event of cancellation for misrepresentation, **we** will return a pro-rata amount of premium within eighty (80) business days, unless a **claim** has been made or is pending under this policy before such cancellation takes effect.

3. GENERAL MATTERS (Section IX) of the policy is amended to include the following at the end thereof:

Nonrenewal

We are not required to renew this policy upon its expiration. If **we** choose not to renew this policy, **we** will mail or deliver to the **insured** at the last known address and the broker of record written notice of **our** intent to not renew at least sixty (60) days, but not more than one hundred and twenty (120) days, prior to the expiration date of this policy. The notice of nonrenewal shall state the reason for nonrenewal.

If notice is not provided within the time required, then the **insured** may elect to extend this policy for sixty (60) days after the date notice is mailed. The premium for this extension will be calculated pro-rata based on the expiring policy's rates.



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This provision does not apply if:

- a. the transfer of, or renewal of, this policy without a change in any term or condition or the rate on which the premium is based between **us** and **our** affiliate;
- b. this policy has been extended for ninety (90) days or less, and **we** provided notice as required under this provision to the **insured** prior to the extension;
- c. the **insured** has obtained replacement coverage or has agreed, in writing, within sixty (60) days of the termination of this policy, to obtain that coverage;
- d. the **insured** requests a change in any term or condition or risk covered by this policy within sixty (60) days prior to the expiration date of this policy; or
- e. **we** made a written offer to the **insured**, within sixty (60) days but not more than one hundred and twenty (120) days prior to the expiration date, to renew this policy under any changed term or condition or at a changed premium rate.

Conditional renewal

If **we** choose to renew this policy conditioned upon a reduction of limits, elimination of coverage, increase in deductible, or increase of more than twenty-five percent (25%) in the premium rate, **we** will mail or deliver to the **insured** at the last known address and the broker of record written notice of **our** intent to not renew at least sixty (60) days, but not more than one hundred and twenty (120) days, prior to the expiration date of this policy.

If notice is not provided within the time required, then the **insured** may elect to extend this policy for sixty (60) days after the date notice is mailed. The premium for this extension will be calculated pro-rata based on the expiring policy's rates.

This provision does not apply if:

- a. the transfer of, or renewal of, this policy without a change in any term or condition or the rate on which the premium is based between **us** and **our** affiliate;
- b. this policy has been extended for ninety (90) days or less, and **we** provided notice as required under this provision to the **insured** prior to the extension;
- c. the **insured** has obtained replacement coverage or has agreed, in writing, within sixty (60) days of the termination of this policy, to obtain that coverage; or
- d. the **insured** requests a change in any term or condition or risk covered by this policy within sixty (60) days prior to the expiration date of this policy.

Actions against **us**

In the event a final judgment against **you** is returned unsatisfied due to **your** bankruptcy or insolvency, then such claimant may initiate proceedings against **us** to recover the amount of such judgment not to exceed the limits of this policy. Under no circumstances shall the foregoing be deemed a waiver of any sort of **our** rights or defenses under this policy.

All other terms and conditions remain unchanged.



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Effective Date: 07/21/2015



ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.