FEDERAL BUREAU OF INVESTIGATION

RYMUR

(JONESTOWN)

BUFILE NUMBER : 89-4286 (BULKY 2233)

KK - 1 LEGAL - CORPORATE
KK - 2 LEGAL - CITIZENSHIP
KK - 2 LEGAL - CURRENT LEGAL
KK - 4 LEGAL - PHYLLIS HOUSTON
KK - 5 LEGAL INSURANCE

SUBJECT RYMUR

FILE NUMBER BUFILE 89-4286

SECTION NUMBER

SERIALS BULKY 2233

TOTAL PAGES 60

PAGES RELEASED 60

EXEMPTION(S) USED NONE

KK-1 LEGAL - CORPORATE

1. CORPORATE

LAW OFFICES
FURTH, FAHRNER & WONG
RUSS BUILDING, SUITE 1330
SAN FRANCISCO, CALIFORNIA 94104
TELEPHONE (415) 433-2070
CABLE BENGOSHI SAN FRANCISCO

FREDERICK P. FURTH
THOMAS R. FAHRNER
ZEPPELIN W. WONG
ARTHUR L. MARTIN
ROBERT C. CAGEN
BARTHOLOMEW LEE
DANIEL S. MASON
ROBIN E. FOOR
RICHARD S. E. JOHNS
KIRK A. McKINNEY
LINDSAY BOWER
EILEEN PREVILLE

ROBERT L. BLUEMLE
ARIZONA COUNSEL

June 21, 1977

From: Zeppelin W. Wong ZW

To: Dr. Ernest A. Bates
G. Rip Ridley
Dr. A. John Anlyan
Rev. Jim W. Jones
Carlton B. Goodlett

Re: First California Export & Import, Inc.

I have pleasure in enclosing herewith a copy of the Minutes of Board of Directors' Meeting of First California Export & Import, Inc. which was held on May 19, 1977.

KK-1-A-1

MINUTES OF BOARD OF DIRECTORS MEETING

FIRST CALIFORNIA EXPORT & IMPORT, INC.

May 19, 1977

The Corporation held its first Directors' Meeting on May 19, 1977, at 9.00 p.m. at the home of Dr. Ernest A. Bates. Notice was given in the usual manner by letter. Present were the following people:

Name	Address
Dr. Ernest A. Bates	350 Parnassus San Francisco, CA 94117
G. Rip Ridley	149 California Street San Francisco, CA 94111
Dr. A. John Anlyan	2518 Filbert Street San Francisco, CA 94123
Rev. Jim W. Jones	1859 Geary Boulevard Apt. 1 San Francisco, CA 94115
Carlton B. Goodlett	1360 Turk Street San Francisco, CA 94115
Zeppelin W. Wong	235 Montgomery Street Suite 1330 San Francisco, CA 94104

First matter discussed was the election of officers. The following persons were nominated and elected by unanimous vote:

President	-	Dr. Ernest A. Bates
Vice President	-	G. Rip Ridley
Secretary	-	Zeppelin W. Wong
Treasurer	-	Dr. A. John Anlyan

The following persons were elected as directors:

Dr. Ernest A. Bates

Carlton B. Goodlett

Rev. Jim W. Jones

G. Rip Ridley

Dr. A. John Anlyan

Ruth Love

Frederick P. Furth

Zeppelin W. Wong

Carlton B. Goodlett was elected Chairman and Rev. Jim W. Jones was elected Vice-Chairman.

There was a suggestion by Mr. Ridley that the number of directors be increased to 15.

By Laws

The Board accepted the form of By Laws - the standard form with the restriction on transfers and proportionate sale of stock to the seven original members.

The matter of the IRS Section 1244 Stock Provisions was also discussed and accepted as part of the original Minutes of the Meeting. It was also discussed whether to incorporate as a D.I.S.C. or as a Western Hemisphere trading corporation.

The matter of financial participation by each incorporator was discussed and it was unanimously approved that each person pay up $2,000.00 cash, that the money be in the corporation by July 1, 1977. So far as each stockholder who has paid out of his personal funds, expenses on behalf of the corporation

including the members who have travelled to Cuba, incorporation expenses and time charges of Furth, Fahrner & Wong, that these development costs be set out by the respective incorporator and presented to the next Board Meeting.

It was further unanimously approved that the original application for permit to issue stock be in the amount of $50,000.

After due discussion, it was unanimously approved that the corporate headquarters be at 149 California Street, Suite 310, San Francisco, California 94111, Telephone No. (415) 433-1271. A cable address will be registered as FIRSTCALEX at 149 California Street, Suite 310, San Francisco.

Once the name of the corporation is registered in San Francisco, and the cable address is confirmed, Mr. Ridley is to prepare the corporate stationery which will be needed immediately.

The Chairman then brought up the matter of first business with Cuba and he discussed briefly their first trip in February to Havana when the Minister of Health discussed the acute need of medical equipment. It appeared that the first three items with which the corporation could start for actual offering are a gas analyser, a SMA profile machine and an electro cardiographic machine. Thereafter it was unanimously approved that a committee of three, consisting of Drs. Bates, Goodlett and Anlyan be appointed as the Medical Equipment Committee to report back at the next Board Meeting the result of their enquiry.

Dr. Goodlett then brought up the matter of export sales and imports to and from other countries including Nigeria, Iran, Guyana and Trinidad.

The Chairman then brought up the matter of secondary investors and it was the consensus of opinion that the matter be put off until the next meeting as it was premature to discuss the matter of secondary offering to interested investors.

No date was set for the next meeting, but it was the consensus of the Board that it would be called when the Medical Equipment Committee is ready for presentation of their report. The Meeting was continued until called by the Chairman.

ZEPPELIN W. WONG
Secretary

Rec. No.

Fee $1.00

Co. No. 1525

COMPANIES ACT, CHAPTER 89:01

CERTIFICATE OF INCORPORATION.

GUYANA

TO ALL TO WHOM THESE PRESENTS SHALL COME !

I, JOHN WESLEY ROMAO - Registrar of Joint Stock Companies of Guyana, do hereby certify that PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

was on the 23rd day of June in the Year One Thousand Nine Hundred and seventy-eight duly incorporated as a Company under the Companies Act Chapter 89:01 and that the said Company is Limited.

In Faith and Testimony whereof I have hereunto subscribed my name and Office, and have cause to be hereto affixed, the seal of said Office this 27th day of June in the Year One Thousand Nine Hundred and seventy-eight.

QUOD ATTESTOR,

REGISTRAR OF JOINT STOCK COMPANIES.

Office of Registrar of Joint Stock Companies,
Guyana.

SUPREME COURT—No. 1: REVISED: G.P.L/P.—13,883/78

KK-1-A-2

Co No 1529

1978
BN: 3F 361959
R.fee $12.00
Dist of Compl 1.00
List of Dir 1.00
Set of Office 1.00
Part of Secty 1.00
2 Certs 2.00
$16.00
23/6/78

GUYANA.

THE COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

In corporated this 23rd day of ~~April~~ June, 1978.

REGISTRAR OF JOINT STOCK COMPANIES
GUYANA

MAURICE ERIC CLARKE
CLARKE & MARTIN
SOLICITORS.

KK-1-A-3

GUYANA.

COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

---

1. The name of the Company (hereinafter called the "association") is PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED.

2. The registered office of the association will be situate in Guyana.

3. The objects for which the association is established are:

(a) Specially and primarily to enact the Gospel as enunciated in Matthew 2 5 by carrying on a Church and an agricultural development project in Guyana.

(b) To cultivate the area of land in the North West District, Guyana known as the Jonstown and its neighbourhood (hereinafter called the "Area") and to develop the resources of the same by draining, clearing, planting, or farming, for the purposes aforesaid to purchase from time to time such cattle and stock, and employ such labour, and from time to time sell all or any part of the live or dead stock, timber and other produce of such area, as may be necessary for carrying on the agricultural development project on the said area.

(c) To develop and carry on the activity of dairying

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

and the manufacture and sale of milk, cheese, butter, condensed milk.

(d) To developand carry on the activity of arable and fruit farming, milling and manfacturing of cereal products and the sale of flour, fruit and all cereal or farm products.

(e) To develop and carry on the activity of live stock breeding of every variety of animal whether bred as pedigree stock or for the purpose of its sale as meat, poultry, hides or fur.

(f) To developand carry on the activity of poultry farming including the erection or purchase of broiler houses and the sale of live and dead poultry and of eggs.

(g) To develope and carry on the activity of timber milling, plan moulding, and turning mills, mahogany and wood goods, timber growers, wood workers, metal workers, brokers or dealers and builders, and to buy, sell, grow, prepare for market, manipulate, import, export and deal in timber and wood of all kinds and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used and to develope and carry on the activity of shipowners and carriers by land and sea and all for the furtherance of the said agricultural development objects so far as may be deemed expident, and to carry on any other activity whatsoever which can in the opinion of the association be advantageously or conveniently carried on by the association by way of extension of or in connection with any such business as aforesaid, or is calculated directly

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

or indirectly to contribute to the specific and primary objects of the association.

(h) To establish and carry on schools where students may obtain a sound religious, classical, mathematical, trade, agricultural and general education of the highest order.

(i) To provide for the delivery and holding of lectures, exhibitions, public meetings, classes, and conferences calculated directly or indirectly to advance the cause of education, wheth r general professional, or technical.

(j) To carry on a Hospital or other establishment or institution for the care and treatment of persons suffering from any sickness or injury or infirmity.

(k) To purchase, take on lease or in exchange, hire or otherwise acquire and real and personal es tate which may be deemed necessary or convenient for any of the purposes of the association.

(l) To construct, maintain, and alter any houses, buildings, or works necessary or convenient for the purposes of the association;

(m) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the association;

(n) To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time to deemed expedient for the purpose of procuring contributions to the funds of the association, in the shape

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

of donations, annual subscriptions, or otherwise;

(o) To print and publish any newspapers, periodicals, books or leaflets that the association may think desirable for the promotion of its objects;

(p) To sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the association;

(q) To borrow and raise money in such manner as the association may think fit.

(r) To invest the monies of the association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

(s) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the association;

(t) To subscribe to any local or other charities, and to grant donations for any public purpose, and to provide a superannuation fund for the benefit of the association, or otherwise to any such servants, their widows and children;

(u) To establish and support, and to aid in the establishment and support of, any other associations formed for all or any of the

objects of this company;

(v) To amalgamate with any companies, institutions, socities or associations having objects altogether or in part similar to those of this association;

(w) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this association is authorised to amalgamate;

(x) To transfer all or any part of the property assets, liabilities and engagements of this association to any one or more of the companies, institutions, socities or associations with which this association is authorised to amalgamate;

(y) To do all such other lawful things as are incidental or conducive to the attainment of of the above objects or any of them.

Provided that:

(i) In case the association shall take or hold any property which may be subject to any trusts, the association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

(ii) The association shall not support with its funds any object or endeavour to impose on or procure to be received by its members or others, any regulation, restriction or condition which if an object of the association would make it a trade union.

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

4. The income and property of the association, whencesoever derived, shall be applied solely towards the promotion of the objects of the association as set forth in this memorandum of association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise, howsoever, by way of profit, to the members of the association.

PROVIDED THAT nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration toany officer or servant of the association, or to any member of the association, in return for any services actually rendered to the association, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent, or reasonable and proper rent for premises demised or let by any member to the association; but so that no member of the council of management or governing body of the association shall be appointed to any salaried office of the association or any office of the association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the association to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises demised or let to the association.

5. No addition, alteration or amendment shall be made to or in the provisions of the memorandum or articles of association for the time being in force, unless the same shall have been previously submitted to and approved by the Commissioner of Inland Revenue.

6. The liability of the members is limited.

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

7. Every member of the company undertakes to contribute to the assets of the company, in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding fifty dollars.

8. If upon the winding up or dissolution of the association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the association under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the association at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association.

NAMES ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	~~Number of shares taken~~ by each Subscriber
PAULA ADAMS Jonestown, North West District, Guyana.	1

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

Names addresses, and description of subscribers	Number of Shares taken by each Subscriber
Debbie Touchette DEBBIE TOUCHETTE Jonestown, North West District, Guyana.	1
Phillip Blakey PHILLIP BLAKEY Jonestown, North West District, Guyana.	1
Tammy Johnson TOMMY JOHNSON Jonestown, North West District, Guyana.	1
Jan Wilsey JAN WILSEY Jonestown, North West District, Guyana.	1
Paula Glenn JONESTOWN NORTH WEST DISTRICT GUYANA	
Total No. of Shares	5

Dated the 28th day of June 1978.

WITNESS

1. Joyce Touchette
2. Ava Jones

$1.00 Stamps Cancelled

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

CERTIFIED
A True Copy
ASSISTANT SWORN CLERK
6/7/78

GUYANA.

COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

Number of Members

1. The association for the purposes of registration, is declared to consist of five members.

2. The directors hereinafter mentioned may, whenever the business of the association requires it, register an increase of members.

Definition of Members

3. Every person shall be deemed to be a member of the association who accepts appointment as a director, and in similar manner every director shall be deemed to be a member of the association. Every person ceasing to be a member shall cease to be a director and vice versa.

General Meetings

4. The first general meeting shall be held at a time, not less than one month or more than three months after the incorporation of the association and at a place, determined by the directors.

5. A general meeting shall be held once in every year at a time (not more than fifteen months after the holding of the last preceding general meeting) and place prescribed by the association in general meeting or in default, at such time in the month following that in which the anniversary of the association's incorporation occurs and at such place, as the directors shall appoint. In default of a general meeting being so held, a general meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly

as possible as that in which meetings are to be convened by the directors.

6. The above-mentioned general meetings shall be called ordinary meetings; all other general meetings shall be called extraordinary.

7. The directors may, whenever they think fit, and shall, on a requisition made in writing by any five or more members, convene an extraordinary general meeting.

8. Any requisition made by the members must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the association,

9. On receipt of the requisition the directors shall forthwith proceed to convene a general meeting; if they do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists or any other five members, may themselves convene a meeting.

Proceedings at General Meetings

10. Seven days' notice at the last, specifying the place, the day and the hour of meeting, and in case of special business the general nature of the business shall be given to the members in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the association in General meeting, but the nonreceipt of the notice by any member shall not invalidate the proceedings at any general meeting.

11. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of the consideration of the accounts, balance sheets, and the ordinary report of the directors and auditors, the election of directors and

other officers in the place of those retiring by rotation, and the fixing of the remuneration of the auditors.

12. No business shall be transacted at any meeting except the declaration, unless a quorum of members is present at the commencement of the business. The quorum should be ascertained as follows (that is to say), if the members of the association at the time of the meeting do not exceed ten in number, the quorum shall be five, if they exceed ten there shall be added to the above quorum one for every five additional members up to fifty, and one for every ten additional members after fifty, with this limitation, that no quorum shall in any case exceed thirty.

13. If within one hour from the time appointed for the meeting a quorum of members is not present, the meeting if convened on the requisition of the members, shall be dissolved; in any other case it shall be adjourned to the same day in the following week at the same time and place; if at the adjourned meeting a quorum of members is not present, it shall be adjourned.

14. The chairman (if any) of the directors shall preside as chairman at every general meeting of the association.

15. If there is no chairman, or if at any meeting he is not present at the time of holding it, the members present shall choose some one of their number to be chairman of that meeting

16. The chairman may, with the consent of the meeting adjourn it from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

17. At any general meeting, unless a poll is demanded by at least three members, a declaration by the chairman that the

resolution has been carried and an entry to that effect in the book of proceedings of the association shall be conclusive of the fact, without proof of the number of proportion of the votes recorded in favour of or against the resolution.

18. If a poll is demanded in manner aforesaid, it shall be taken in the manner directed by the chairman, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Votes of Members

19. Every members shall have one vote and no more.

20. If any member is a lunatic or idiot he may vote by his committee, curator, bonis, or other legal curator.

21. No member shall be entitled to vote at any meeting unless all moneys due from him to the association have been paid.

22. On a poll votes shall be given personally.

DIRECTORS

23 . The number of the directors, and the names of the first directors, shall be determined by the subscribers of the memorandum of association.

24. Until directors are appointed the subscribers of the memorandum of association shall, for all the purposes of the Companies Act, be deemed to be directors.

Powers of Directors

25. The activities of the association shall be managed by the directors, who may exercise all the powers of the association which are not by the Companies Act, or by any statutory modification thereof for the time being in force, or by these

REGISTRAR OF BUSINESS NAMES GUYANA

articles, required to be exercised by the association in general meeting; but no regulation made by the association in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.

Election of Directors

18. The directors shall be elected annually by the association in general meeting.

Business of Association

19. The Association is established for the objects stated in the Memorandum of Association.

20. The Association is a not-for-profit company, and accordingly - no shares shall be issued.

Audit

21. Auditors shall be appointed and their duties regulated in accordance with sections 122 and 1 23 of the Companies Act, or any statutory modification thereof for the time being in force and for this purpose the said sections shall have effect as if the word "Members" were substituted for "Shareholders", and as if "First General Meeting" were substituted for "Statutory Meeting."

Notices

22. A notice may be given by the Association to any member either personally, or by sending it by post to him to his registered address.

23. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

JOINT STOCK COMPANIES REGISTRY GUYANA

Names addresses, and description of subscribers

Deborah Touchette
DEBBIE TOUCHETTE
Jonestown,
North West District,
Guyana.

Phillip Blakey
PHILLIP BLAKEY
Jonestown,
North West District,
Guyana.

Tommy Johnson
TOMMY JOHNSON
Jonestown,
North West District,
Guyana.

Jan Wilsey
JAN WILSEY
Jonestown,
North West District,
Guyana.

Paula Adams
PAULA ADAMS
Jonestown,
North West District,
Guyana.

Dated the 26rd day of June 1978.

WITNESSES

1. Joe Touchette
2. Ava Jones

$1.00 Stamps Cancelled

REGISTRAR OF JOINT STOCK COMPANIES
GUYANA

CERTIFIED
A True Copy
ASSISTANT SWORN CLERK
6/2/78

GUYANA.

THE COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

In corporated this 26th day of ~~April~~ June, 1978.

MAURICE ERIC CLARKE
CLARKE & MARTIN
SOLICITORS.

Co No 1529

1978

RNO: 3F 361959

RCus	$10.00
Decl of Compl	1.00
List of Directors	1.00
Set of Office	1.00
Part of Secty	1.00
2 Certificates	2.00
	$16.00

23/6/78

GUYANA.

THE COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

In corporated this 23rd day of ~~April~~, 1978.

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

MAURICE ERIC CLARKE
CLARKE & MARTIN
SOLICITORS.

KK-1-A-4

GUYANA.

COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

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1. The name of the Company (hereinafter called the "association") is PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED.

2. The registered office of the association will be situate in Guyana.

3. The objects for which the association is established are:

(a) Specially and primarily to enact the Gospel as enunciated in Matthew 2 5 by carrying on a Church and an agricultural development project in Guyana.

(b) To cultivate the area of land in the North West District, Guyana known as the Jonstown and its neighbourhood (hereinafter called the "Area") and to develop the resources of the same by draining, clearing, planting, or farming, for the purposes aforesaid to purchase from time to time such cattle and stock, and employ such labour, and from time to time sell all or any part of the live or dead stock, timber and other produce of such area, as may be necessary for carrying on the agricultural development project on the said area.

(c) To develop and carry on the activity of dairying

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

and the manufacture and sale of milk, cheese, butter, condensed milk.

(d) To develop and carry on the activity of arable and fruit farming, milling and manfacturing of cereal products and the sale of flour, fruit and all cereal or farm products.

(e) To develop and carry on the activity of live stock breeding of every variety of animal whether bred as pedigree stock or for the purpose of its sale as meat, poultry, hides or fur.

(f) To develop and carry on the activity of poultry farming including the erection or purchase of broiler houses and the sale of live and dead poultry and of eggs.

(g) To develop and carry on the activity of timber milling, plan moulding, and turning mills, mahogany and wood goods, timber growers, wood workers, metal workers, brokers or dealers and builders, and to buy, sell, grow, prepare for market, manipulate, import, export and deal in timber and wood of all kinds and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used and to develop and carry on the activity of shipowners and carriers by land and sea and all for the development of the said agricultural development projects so far as may be deemed expident, and to carry on any other activity whatsoever which can in the opinion of the association be advantageously or conveniently carried on by the association by way of extension of or in connection with any such business as aforesaid, or is calculated directly

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

or indirectly to contribute to the specific and primary objects of the association.

(h) To establish and carry on schools where students may obtain a sound religious, classical, mathematical, trade, agricultural and general education of the highest order.

(i) To provide for the delivery and holding of lectures, exhibitions, public meetings, classes, and conferences calculated directly or indirectly to advance the cause of education, whether general professional, or technical.

(j) To carry on a Hospital or other establishment or institution for the care and treatment of persons suffering from any sickness or injury or infirmity.

(k) To purchase, take on lease or in exchange, hire or otherwise acquire and real and personal estate which may be deemed necessary or convenient for any of the purposes of the association.

(l) To construct, maintain, and alter any houses, buildings, or works necessary or convenient for the purposes of the association;

(m) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the association;

(n) To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time to deemed expedient for the purpose of procuring contributions to the funds of the association, in the shape

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

of donations, annual subscriptions, or otherwise;

(o) To print and publish any newspapers, periodicals, books or leaflets that the association may think desirable for the promotion of its objects;

(p) To sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the association;

(q) To borrow and raise money in such manner as the association may think fit.

(r) To invest the monies of the association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

(s) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the association;

(t) To subscribe to any local or other charities, and to grant donations for any public purpose, [illegible] to provide a superannuation fund for the [illegible] of the association, or otherwise to [illegible] any such servants, their widows and [illegible];

(u) To establish and support, [illegible] to aid [illegible] the establishment and support of, any other associations formed for all or any of the [illegible]

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

objects of this company;

(v) To amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of this association;

(w) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this association is authorised to amalgamate;

(x) To transfer all or any part of the property assets, liabilities and engagements of this association to any one or more of the companies, institutions, societies or associations with which this association is authorised to amalgamate;

(y) To do all such other lawful things as are incidental or conducive to the attainment of of the above objects or any of them.

Provided that:

(i) In case the association shall take or hold any property which may be subject to any trusts, the association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The association shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the association would make it a trade union.

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

4. The income and property of the association, whencesoever derived, shall be applied solely towards the promotion of the objects of the association as set forth in this memorandum of association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise, howsoever, by way of profit, to the members of the association.

PROVIDED THAT nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the association, or to any member of the association, in return for any services actually rendered to the association, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent, or reasonable and proper rent for premises demised or let by any member to the association; but so that no member of the council of management or governing body of the association shall be appointed to any salaried office of the association or any office of the association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the association to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises demised or let to the association.

5. No addition, alteration or amendment shall be made to or in the provisions of the memorandum or articles of association for the time being in force, unless the same shall have been previously submitted to and approved by the Commissioner of Inland Revenue.

6. The liability of the members is limited.

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

7. Every member of the company undertakes to contribute to the assets of the company, in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding fifty dollars.

8. If upon the winding up or dissolution of the association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the association under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the association at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association.

NAMES ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS	Number of Shares taken by each Subscriber
PAULA ADAMS Jonestown, North West District, Guyana.	1

GUYANA JOINT STOCK COMPANIES

Names addresses, and description of subscribers	Number of Shares taken by Each Subscriber
Deborah Touchette DEBBIE TOUCHETTE Jonestown, North West District, Guyana.	1
Phillip Blakey PHILLIP BLAKEY Jonestown, North West District, Guyana.	1
TOMMY JOHNSON TOMMY JOHNSON Jonestown, North West District, Guyana.	1
Jan Wilsey JAN WILSEY Jonestown, North West District, Guyana.	1
Paula Adams Jonestown North West District Guyana.	Total No. of Shares 5

Dated the 28th day of June 1978.

WITNESSES

1. Joyce Touchette
2. Ava Jones

$1.00 Stamp Cancelled

REGISTRAR OF JOINT STOCK COMPANIES
GUYANA

CERTIFIED
A True Copy
C Daliott
ASSISTANT SWORN CLERK
6/1/78

GUYANA.

COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

Number of Members

1. The association for the purposes of registration, is declared to consist of five members.

2. The directors hereinafter mentioned may, whenever the business of the association requires it, register an increase of members.

Definition of Members

3. Every person shall be deemed to be a member of the association who accepts appointment as a director, and in similar manner every director shall be deemed to be a member of the association. Every person ceasing to be a member shall cease to be a director and vice versa.

General Meetings

4. The first general meeting shall be held at a time, not less than one month or more than three months after the incorporation of the association and at a place, determined by the directors.

5. A general meeting shall be held once in every year at a time (not more than fifteen months after the holding of the last preceding general meeting) and place prescribed by the association in general meeting, or in default, at such time in the month following that in which the anniversary of the association's incorporation occurs, and at such place, as the directors shall appoint. In default of a general meeting being so held, a general meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

as possible as that in which meetings are to be convened by the directors.

6. The above-mentioned general meetings shall be called ordinary meetings; all other general meetings shall be called extraordinary.

7. The directors may, whenever they think fit, and shall, on a requisition made in writing by any five or more members, convene an extraordinary general meeting.

8. Any requisition made by the members must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the association.

9. On receipt of the requisition the directors shall forthwith proceed to convene a general meeting; if they do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists or any other five members, may themselves convene a meeting.

Proceedings at General Meetings

10. Seven days' notice at the last, specifying the place, the day and the hour of meeting, and in case of special business the general nature of the business shall be given to the members in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the association in General meeting, but the nonreceipt of the notice by any member shall not invalidate the proceedings at any general meeting.

11. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of the consideration of the accounts, balance sheets, and the ordinary report of the directors and auditors, the election of directors and

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

other officers in the place of those retiring by rotation, and the fixing of the remuneration of the auditors.

12. No business shall be transacted at any meeting except the declaration, unless a quorum of members is present at the commencement of the business. The quorum should be ascertained as follows (that is to say), if the members of the association at the time of the meeting do not exceed ten in number, the quorum shall be five, if they exceed ten there shall be added to the above quorum one for every five additional members up to fifty, and one for every ten additional members after fifty, with this limitation, that no quorum shall in any case exceed thirty.

13. If within one hour from the time appointed for the meeting a quorum of members is not present, the meeting if convened on the requisition of the members, shall be dissolved; in any other case it shall be adjourned to the same day in the following week at the same time and place; if at the adjourned meeting a quorum of members is not present, it shall be adjourned.

14. The chairman (if any) of the directors shall preside as chairman at every general meeting of the association.

15. If there is no chairman, or if at any meeting he is not present at the time of holding it, the members present shall choose some one of their number to be chairman of that meeting

16. The chairman may, with the consent of the meeting adjourn it from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

17. At any general meeting, unless a poll is demanded by at least three members, a declaration by the chairman that the

resolution has been carried and an entry to that effect in the book of proceedings of the association shall be conclusive of the fact, without proof of the number of proportion of the votes recorded in favour of or against the resolution.

18. If a poll is demanded in manner aforesaid, it shall be taken in the manner directed by the chairman, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Votes of Members

19. Every members shall have one vote and no more.

20. If any member is a lunatic or idiot he may vote by his committee, curator, bonis, or other legal curator.

21. No member shall be entitled to vote at any meeting unless all moneys due from him to the association have been paid.

22. On a poll votes shall be given personally.

DIRECTORS

23 . The number of the directors, and the names of the first directors, shall be determined by the subscribers of the memorandum of association.

24. Until directors are appointed the subscribers of the memorandum of association shall, for all the purposes of the Companies Act, be deemed to be directors.

Powers of Directors

25. The activities of the association shall be managed by the directors, who may exercise all the powers of the association which are not by the Companies Act, or by any statutory modification thereof for the time being in force, or by these

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

articles, required to be exercised by the association in general meeting; but no regulation made by the association in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.

Election of Directors

25. The directors shall be elected annually by the association in general meeting.

Business of Association

27. The Association is established for the objects stated in the Memorandum of Association.

28. The Association is a not-for-profit company, and accordingly - no shares shall be issued.

Audit

29. Auditors shall be appointed and their duties regulated in accordance with sections 122 and 123 of the Companies Act, or any statutory modification thereof for the time being in force and for this purpose the said sections shall have effect as if the word "Members" were substituted for "Shareholders", and as if "First General Meeting" were substituted for "Statutory Meeting."

Notices

30. A notice may be given by the Association to any member either personally, or by sending it by post to him to his registered address.

31. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

REGISTRAR OF JOINT STOCK COMPANIES GUYANA

Names addresses, and description of subscribers

Debbie Touchette
DEBBIE TOUCHETTE
Jonestown,
North West District,
Guyana.

Phillip Blakey
PHILLIP BLAKEY
Jonestown,
North West District,
Guyana.

Tommy Johnson
TOMMY JOHNSON
Jonestown,
North West District,
Guyana.

Jan Wilsey
JAN WILSEY
Jonestown,
North West District,
Guyana.

Paula Adams
PAULA ADAMS
Jonestown,
North West District,
Guyana.

REGISTRAR OF JOINT STOCK COMPANIES
GUYANA

Dated the 23rd day of June 1978.

WITNESSES

1. Joyce Touchette

2. Ava Jones

Stamps cancelled

CERTIFIED
A True Copy
A Daliott
ASSISTANT SWORN CLERK
6/7/78

GUYANA.

THE COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

PEOPLES TEMPLE CHRISTIAN CHURCH COMPANY LIMITED

In corporated this day of April, 1978.

MAURICE ERIC CLARKE
CLARKE & MARTIN
SOLICITORS.

GUYANA.

COMPANIES ACT CHAPTER 89:01
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION

OF

COMPANY LIMITED

---

1. The name of the Company (hereinafter called the "association") is
COMPANY LIMITED.

2. The registered office of the association will be situate in Guyana.

3. The objects for which the association is established are:

(a) Specifically and primarily to further the Kingdom of God by spreading the Word.

(b) To cultivate the area of land in the North West District, Guyana known as the Jonestown and its neighbourhood (hereinafter called the "Area") and to develop the resources of the same by draining, clearing, planting, or farming, for the purposes aforesaid to purchase from time to time such cattle and stock, and employ such labour, and from time to time sell all or any part of the live or dead stock, timber and other produce of such area, as may be necessary for carrying on the business of planting, or farming or pasturing on the said area.

(c) To carry on the business of dairymen and the manufacture and sale by whosesale or retail of cheese, butter, condensed milk and every form of tinned milk or milk sold in special containers or of a special grade or quality.

(d) To carry on the business of arable and fruit farmers, millers and manfacturers of cereal products and the sale by whosesale or retail

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of flour, fruit and all cereal or farm products.

(e) To carry on the business of live stock breeders of every variety of animal whether bred as pedigree stock or for the purpose of its sale as meat, poultry, hides or fur.

(f) To carry on the business of poultry farmers including the erection or purchase of brooder houses and the sale by wholesale or retail of live and dead poultry and of eggs.

(g) To carry on the trades or businesses of timber merchants and proprietors of saw mills, plan moulding, and turning mills, importers of timber, mahogany and wood goods, timber growers, timber and general contractors, general merchants, general dealers, brokers, factory and commission agents, wood workers, metal Workers, brokers or dealers and builders, and to buy, sell, grow, prepare for market, manipulate, import, export and deal in timber and wood of all kinds and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used and to carry on business as shipowners and carriers by land and sea and, so far as may be deemed expedient, the business of general merchants and to buy, clear, plant, and work timber estates, and to carry on any other trade or business whatsoever which can in the opinion of the association be advantageously or conveniently carried on by the association by way of extension of or in connection with any such business as aforesaid, or is calculated directly or indirectly to develop any branch of the business of the association or to increase the

value of or turn to account any of the association's assets, property or rights.

(h) To establish and carry on schools where students may obtain a sound religious, classical, mathematical, and general education of the highest order.

(i) To provide for the delivery and holding of lectures, exhibitions, public meetings, classes, and conferences calculated directly or indirectly to advance the cause of education, whether general professional, or technical.

(j) To carry on a Hospital or other establishment or institution for the care and treatment of persons suffering from any sickness or injury or infirmity.

(k) To purchase, take on lease or in exchange, hire or otherwise acquire and real and personal estate which may be deemed necessary or covenient for any of the purposes of the association.

(l) To construct, maintain, and alter any houses, buildings, or works necessary or convenient for the purposes of the association;

(m) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the association;

(n) To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the association, in the shape

of donations, annual subscriptions, or otherwise;

(o) To print and publish any newspapers, periodicals, books or leaflets that the association may think desirable for the promotion of its objects;

(p) To sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the association;

(q) To borrow and raise money in such manner as the association may think fit.

(r) To invest the monies of the association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

(s) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the association;

(t) To subscribe to any local or other charities, and to grant donations for any public purpose, and to provide a superannuation fund for the servants of the association, or otherwise to assist any such servants, their widows and children;

(u) To establish and support, and to aid in the establishment and support of, any other associations formed for all or any of the

objects of this company;

(v) To amalgamate with any companies, institutions, socities or associationshaving objects altogether or in part similar to those of this association;

(w) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this association is authorised to amalgamate;

(x) To transfer all or any part of the property assets, liabilities and engagements of this association to any one or more of the companies, institutions, socities or associations with which this association is authorised to amalgamate;

(y) To do all such other lawful things as are incidental or conducive to the attainment of of the above objects or any of them.

Provided that:

(i) In case the association shall take or hold any property which may be subject to any trusts, the association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

(ii) The association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the association would make it a trade union.

4. The income and property of the association, whencesoever derived, shall be applied solely towards the promotion of the objects of the association as set forth in this memorandum of association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise, howsoever, by way of profit, to the members of the association.

PROVIDED THAT nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the association, or to any member of the association, in return for any services actually rendered to the association, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent, or reasonable and proper rent for premises demised or let by any member to the association; but so that no member of the council of management or governing body of the association shall be appointed to any salaried office of the association or any office of the association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the association to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises demised or let to the association.

5. No addition, alteration or amendment shall be made to or in the provisions of the memorandum or articles of association for the time being in force, unless the same shall have been previously submitted to and approved by the Commissioner of Inland Revenue.

6. The liability of the members is limited.

7. Every member of the company undertakes to contribute to the assets of the company, in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding fifty dollars.

8. If upon the winding up or dissolution of the association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the association under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the association at or beforethe time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association.

Names addresses, and description of subscribers

NAMES ADDRESSES/ DESCRIPTIONS of SUBSCRIBERS

Dated the day of 19 ..

WITNESS to the above signatures.

GUYANA

COMPANIES ACT CHAPTER 89:01

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

COMPANY LIMITED

Number of members

1. The association for the purposes of registration, is declared to consist of five members.

2. The directors hereinafter mentioned may, whenever the business of the association requires it, register an increase of members.

Definition of members

3. Every person shall be deemed to be a member of the association who accepts appointment as a director, and in similar manner every director shall be deemed to be a member of the association. Every person ceasing to be a member shall cease to be a director and vice versa.

General Meetings

4. The first general meeting shall be held at a time, not less than one month or more than three months after the incorporation of the association and at a place, determined by the directors.

5. A general meeting shall be held once in every year at a time (not more than fifteen months after the holding of the last preceding general meeting) and place prescribed by the association in general meeting, or in default, at such time in the month following that in which the anniversary of the association's incorporation occurs, and at such place, as the directors shall appoint. In default of a general meeting being so held, a general meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be con-

vened by the directors.

6. The above-mentioned general meetings shall be called ordinary meetings; all other general meetings shall be called extraordinary.

7. The directors may, whenever they think fit, and shall, on a requisition made in writing by any five or more members, convene an extraordinary general meeting.

8. Any requisition made by the members must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the association,

9. On receipt of the requisition the directors shall forthwith proceed to convene a general meeting; if they do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists or any other five members, may themselves convene a meeting.

Proceedings at General Meetings

10. Seven days' notice at the least, specifying the place, the day and the hour of meeting, and in case of special business the general nature of the business shall be given to the members in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the association in general meeting; but the non-receipt of the notice by any member shall not invalidate the proceedings at any general meeting.

11. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of the consideration of the accounts, balance sheets, and the ordinary report of the directors and auditors, the election of directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the

auditors.

12. No business shall be transacted at any meeting except the declaration of a dividend, unless a quorum of members is present at the commencement of the business. The quorum should be ascertained as follows (that is to say), if the members of the association at the time of the meeting do not exceed ten in number, the quorum shall be five, if they exceed ten there shall be added to the above quarum one for every five additional members up to fifty, and one for every ten additional members after fifty, with this limitation, that no quorum shall in any case exceed thirty.

13. If within one hour from the time appointed for the meeting a quorum of members is not present, the meeting if convened on the requisition of the members, shall be dissolved; in any other case it shall be adjourned to the same day in the following week at the same time and place; if at the adjourned meeting a quorum of members is not present, it shall be adjourned .

14. The chairman (if any) of the directors shall preside as chairman at every general meeting of the association.

15. If there is no chairman, or if at any meeting he is not present at the time of holding it, the members present shall choose some one of their number to be chairman of that meeting.

16. The chairman may, with the consent of the meeting adjourn it from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

17. At any general meeting, unless a poll is demanded by at least three members, a declaration by the chairman that the resolution has been carried and an entry to that effect in the book of proceedings of the association shall be conclusive of the fact, without proof of the

number of proportion of the votes recorded in favour of or against the resolution.

18. If a poll is demanded in manner aforesaid, it shall be taken in the manner directed by the chairman, and the result of the poll shall be deemed to be the resolution of the meeting at which the pool was demanded.

Votes of members

19. Every members shall have one vote and no more.

20. If any member is a lunatic or idiot he may vote by his committee, curator, bonis, or other legal curator.

21. No member shall be entitled to vote at any meeting unless all moneys due from him to the association have been paid.

22. On a poll votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointor, or, if the appointor is a corporation, under its common seal.

23. (a) No person shall act as a proxy unless he is a member or unless he is appointed to act at the meeting as proxy for a corporation.

(b) The instrument appointing him shall be deposited at the registered offices of the company not less than forty-eight hours before the time of holding the meeting at which he proposes to vote.

24. Any instrument appointing a proxy shall be in the following form:-

.....Company, Limited.
.....of ..... in the
county of ..... being a member of the ...
..... Company Limited,
hereby appoint ..... of .....
as my proxy, to vote for me and on my behalf at the (ordinary or

extraordinary, as the case may be) general meeting of the company, to be held on the ..... day of ..... 19... , and at any adjournment thereof.

Signed this day of 19 .

DIRECTORS

25. The number of the directors, and the names of the first directors, shall be determined by the subscribers of the memorandum of association.

26. Until directors are appointed the subscribers of the memorandum of association shall, for all the purposes of the Companies Act, be deemed to be directors.

Powers of Directors

27. The business of the association shall be managed by the directors, who may exercise all the powers of the association which are not by the Companies Act, or by any statutory modification thereof for the time being in force, or by these articles, required to be exercised by the association in general meeting; but no regulation made by the association in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.

Election of Directors

28. The directors shall be elected annually by the association in general meeting.

Business of Association

28. The Association is established for the objects stated in the Memorandum of Association.

29. The Association is a private company, and accordingly -

(a) the right to transfer shares is restricted in manner hereinafter prescribed;

(b) the number of members of the association is limited to fifty; and

(c) any invitation to the public to subscribe for any shares or debentures of the Association is prohibited.

Audit

30. Auditors shall be appointed and their duties regulated in accordance with sections 122 and 123 of the Companies Act, or any statutory modification thereof for the time being in force, and for thispurpose the said sections shall have effect as if the word "Members" were substituted for "Shareholders", and as if "First General Meeting" were substituted for "Statutory Meeting."

Notices

31. A notice may be given by the Association to any member either personally, or by sending it by post to him to his registered address.

32. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS

NAMES, ADDRESSES, and Descriptions of Subscribers.

DATED the day of 19 .

WITNESS to the above signatures:

CAROLYN LAYTON, Carolyn Adams of Tri Counties

INSTRUCTIONS on the use of the corporate documents that are sent herewith. FIRST, get a copy of each of the enclosed resignation forms SIGNED but NOT DATED by each of the persons who are newly appointed as officers and directors. SECOND and as soon as possible, deliver the CERTIFICATION to Eric Clarke, keeping the enclosed copy for your own files. DO NOT give Clarke the resignations but keep them in the event of any future need. THIRD, all of the bank forms or any other forms that must be sent, signed or filled up should have these names in the appropriate places as Officers and Directors. The names have been cleared by the Office.

encl. original and one copy of Certification
original and ten copies of resignation form

9

Please note this is for the old corporation - not changes on the new one

T.B.

Was Marcie's resignation turned in?

Phillip Blakey
Thomas Johnson
Jan Wilsey

KK-1-A-6

C E R T I F I C A T I O N O F O F F I C E R S

PURSUANT to the provisions of Paragraph Nine of the Peoples Temple of the Disciples of Christ Church (Incorporation) Act of 1975 of the National Assembly of Guyana the undersigned do certify that effective July 11, 1977 the following named persons are the Directors and Officers of the Peoples Temple of the Disciples of Christ Church in Guyana: Thomas Johnson, Director and President; Philip Blakey, Director and Vice President; Deborah Touchette, Director and Secretary; and Jan Wilsey, Director and Treasurer.

DATED this 11 th day of July, 1977.

Peoples Temple of the Disciples of Christ,
a California Corporation
by Carol Stahl, President
Carol Stahl, President
Linda S. Amos Secretary
Linda S. Amos, Secretary

(seal)

KK-1-A-7

_____, 19__

To: Peoples Temple of the Disciples of Christ
Church in Guyana

Gentlemen:

I hereby resign as Officer and Director of your Corporation, effective immediately.

Thomas Johnson

KK-1-A-8

_____, 19__

To: Peoples Temple of the Disciples of Christ
Church in Guyana

Gentlemen:

I hereby resign as Officer and Director of your Corporation, effective immediately.

Janice L. Wilsey

Have Jan Wilsey
Sign this please

KK-1-A-9

July 29, 1976

To Whom it may concern:

Please be advised that VALLEY ENTERPRISES has extended an offer of employment to Mr. Philip Blakey as a construction worker.

Mr. Blakey will be paid $5.50 per hour on the basis of a standard forty hour week, with occasional overtime at time and one-half.

Employee benefits include vacation: one week after six months, and two weeks after one year, and blue cross hospital and medical protection.

Very truly yours,

VALLEY ENTERPRISES

by Laetitia Leroy, Business Manager

8461 East Road, Redwood V.
P. O. Box 192, Redwood Valley CA

KK-1-A-10

Lot 3 Bldg. Mother Wilhelmina Lewis
Father Rudolph Alexander Lewis

Property IN Trinidad - Chris Lewis
Barbara Lewis Baker

Doctor ENAS A. Wills
3436 Duke St.
Port of Spain, Trinidad
Chris payed $100.00 retainer (For Title Search)

Attorney - Clarence Wilridge
1515 Vallejo
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Belmont, Trinidad
Port of Spain

KK-1-A-11

SUBJECT RYMUR

FILE NUMBER BUFILE 89-4286

SECTION NUMBER

SERIALS BULKY 2233

TOTAL PAGES 32

PAGES RELEASED 32

EXEMPTION(S) USED NONE

KK-2 LEGAL - CITIZENSHIP

2. CITIZENSHIP

VERBAL ORDERS DON'T GET--WRITE IT!

280

TO HARRIET T, TIM S, MIKE C DATE 11-2-76

SUBJECT LETTER FROM C. V. WORRELL RE DENATIONALIZATION

ATTACHED IS A COPY OF THE ABOVE LETTER FOR YOUR EVALUATION.

FROM Bea for Gene

KK-2-A-1

RECEIVED NOV 1 1976

RECEIVED NOV 1 1976

EMBASSY OF THE REPUBLIC OF GUYANA

2490 TRACY PLACE, N.W.
WASHINGTON, D.C. 20008

October 27, 1976

Mr. Eugene Chaikin, Attorney-at-Law,
Post Office Box 15156,
San Francisco, California 94115.

In re: File No.280

Dear Gene,

I read with interest your brief on the question of Denationalization. I have requested copies of the various forms which are used in the application for citizenship in Guyana, to determine whether or not those forms require a renunciation of citizenship in the United States. It is quite possible that if one signs a form acknowledging citizenship in Guyana, but at the same time the form is silent on a renunciation of previous citizenship held, a case could be made out to rebut the Attorney General's position that it was a renunciation of U.S. citizenship. The person declaring Guyanese citizenship is in a position to point out that the form was silent on the question of renunciation of U.S. citizenship, and that he or she never intended to part with such citizenship. I point this out inasmuch as the law is quite clear that the voluntary renunciation must be clear and unequivocal.

With reference to Jim's desire to reimburse me for the expenses to the coast, let me say that such would not be acceptable to me. If it is that he wishes to make a contribution to the Party through me, I will be happy to forward same. However, it must be quite clear that the expenses of my trip are not to be borne by the People's Temple.

Best personal regards.

C.Y. Worrell, Sr.

KK-2-A-2

COPY

The Secretary of State presents his compliments to His Excellency the Ambassador of Guyana and has the honor to acknowledge receipt of his note No. EM 5, dated February 19, 1968, concerning the decision of the United States Supreme Court in Afroyim v. Rusk.

In its decision in Afroyim v. Rusk the Supreme Court held unconstitutional section 349(a)(5) of the Immigration and Nationality Act of 1952 which provided that a United States citizen loses his citizenship if he votes in a foreign election. Accordingly, a United States citizen, whether a citizen by birth or naturalization, could not be held to have lost his United States citizenship by voting in a foreign election.

Department of State,

Washington, February 27, 1968

KK-2-A-3

EMBASSY OF THE REPUBLIC OF GUYANA
2490 TRACY PLACE, N.W.
WASHINGTON, D.C. 20008

Mr. Eugene Chaikin,
Attorney-at-Law,
Post Office Box 15156,
San Francisco, California 94115.

KK-2-A-4

Phone 415 931-9107

EUGENE CHAIKIN, Attorney-at-Law
Post Office Box 15156 San Francisco, California 94115

October 14, 1976

Mr. Claude Worrell
Ambassador to the Guyanese Embassy
to the United States of America
2490 Tracy Place, N. W.
Washington, D. C. 20008

In re: Our File No. 280

Dear Claude:

Enclosed please find the materials that I said I would send you. Please enlist the services of the Embassy in requesting clarification of this issue from the U. S. State Department. We would also appreciate your impression of the receptivity of a request for oath of Guyanese citizenship which expressly could include a statement of intention to retain U. S. citizenship as well.

Jim tried to call you Sunday but you had just left. He wished to send you $1,000 to offset your trip expenses to the coast for the dinner, if that would not be against protocol. Our budget is strained somewhat but he said he wanted to raise the funds through lectures. He didn't think it fair for you to have the burden of that expense.

Please give my best to all. Have a good trip to Guyana.

Best regards,

Gene

Gene

Enclosures:
Citizenship and the Denationalization Statutes with Exhibits A, B, C, D, E, F, and G

KK-2-A-5

6. Making a formal renunciation of nationality before a diplomatic or consular officer in a foreign state...

7. Making in the United States a formal renunciation of nationality...

8. Deserting the military, air or naval forces of the U.S. in time of war...

9. Committing any act of treason against, or attempting by force to overthrow, or bearing arms against the U.S....

10. Departing from or remaining outside of the jurisdiction of the U.S. in time of war or during a period declared by the President to be a period of national emergency for the purpose of evading or avoiding training and service in the military...

(See Exhibit "A" for the full text)

Thus from the express terms of this statute a U.S. citizen upon the commission of any one of the enumerated acts of expatriation could be deprived of his U.S. citizenship and as an alien either be deported or denied entry to the United States. However case law interpreting this statute needs to be examined in order to fully comprehend its scope and effect.

Perhaps the most important and expansive case in this area was the decision rendered by the Warren court in Afroyim vs. Rusk (1967) 87 S. Crt. 1660, 387 U.S. 253, 18 L. Ed. 2d 757. (Hereafter Afroyim) In that case petitioner, a naturalized U.S. citizen went to Israel in 1950 and voluntarily voted in the 1951 Israeli election. In 1960, when he applied for renewal of his U.S. passport, the Department of State refused to grant it on the sole ground that he had lost his U.S. citizenship by virtue of voting in a foreign election. In restoring his U.S. citizenship the Supreme Court

stated for the first time that the 14th Amendment of the U.S. Constitution prevented the government from robbing citizens of their citizenship for voting in elections in foreign states. (See Exhibit "B")

The decision was significant for many reasons. The court in its ruling stated that U.S. citizenship was beyond the power of government to take absent the voluntary renunciation of it by the citizen. The court stated that the 14th Amendment which provides that "All persons born or naturalized in the U.S. ... are citizens of the U.S. ... was designed to, and does, protect every citizen of this Nation against a congressional forcibile destruction of his citizenship..." The decision seemingly invalidated each and every provision of the Act with the exception of those provisions relating to voluntary renunciation.

However, Afroyim left unresolved several important issues. The decision did not expressly address itself to the question of defining what declarations or other conduct of an individual could properly be regarded as a "voluntary renunciation" of citizenship.

The decision did not provide guidelines of sufficient detail to permit one to definetly ascertain the validity of other expatriating provisions of the act. The Attorney General of the U.S. recognized this problem and issued an Opinion addressed to these issues. (Vol. 42 Op. No. 34 (1969) See Exhibit "C")

The Attorney General under 8 U.S.C.A. 1103 is granted the power to issue controlling determinations and rulings with respect to all questions of law arising in the administration of the

passport and immigration laws. Thus until further clarification by the Supreme Court as to the exact meaning of Afroyim the opinion would be binding upon the Department of State, the Immigration and Naturalization Service and the Department of Justice.

In construeing Afroyim the Attorney General held that voluntary relinquishment of citizenship was not confined to a written renunciation but could be manifested by other actions declared expatriative under the Act, if such actions are in derogation of allegiance to the U.S. In those cases the individual has the right to raise the issue of his intent. The government could still seek to deprive a citizen of his citizenship under one of the expatriating provisions and the individual could raise the issue of voluntary renunciation. The burden of proof on this issue would be on the government. The Opinion held that an act which does not reasonably manifest an individuals transfer or abandonment of allegiance to the U.S. cannot be made a basis for expatriation.

The Opinion went on to state that some kinds of conduct though within the proscription of the statute, would not be sufficiently probative to support a finding of voluntary renunciation. Thus simply accepting employment in a foreign country as a public schoolteacher would not be enough. With respect to acceptance of an important political post in a foreign government the opinion indicated that such might be enough. Service in a foreign army was also discussed and it was indicated that an individual who

enlists in the armed forces of an allied country does not necessarily evidence that by so doing he intends to abandon his U.S. citizenship. On the other hand it would be highly persuasive evidence of an intent to abandon U.S. citizenship if one voluntarily enlisted in the armed forces of a foreign government engaged in hostilities against the U.S. The opinion went on to state that in each case the administrative authorities must make a judgment, based on all the evidence, whether the individual comes within the terms of an expatriation provision and has in fact voluntarily relinquished his citizenship.

Thus it becomes important to determine how the court's have evaluated individual cases regarding the issue of voluntary renunciation. In the case of Baker vs. Rusk (1969) 296 F. Supp. 1244 (Exhibit "D") the issue was whether the plaintiff by taking an oath of loyalty to King George the Fifth in Canada had voluntarily relinquished his U.S. citizenship. In that case plaintiff was born in the U.S. in 1905 and taken to Canada the next year where he remained until he graduated from law school. In the ceremony of admission to the bar he took an oath to be faithful and bear allegiance to the King. He then practiced law for several years in Canada and in 1944 returned to the U.S. The Immigration and Naturalization Service then took the position that Baker lost his citizenship by taking the oath.

The Court held that the provision of the act which Baker violated could not be interpreted under Afroyim to mean that, by taking the oath the plaintiff lost his U.S. citizenship as a matter of law. The court then stated that the burden of proof of

voluntary relinquishment was on the government and that the burden was not an easy one to satisfy. Noting that Baker never considered himself to be a citizen of Canada, and never voted in any election in Canada the court held that the government did not meet the burden of proving that plaintiff voluntarily abandoned his allegiance to the U.S.

Another case involving this issue of voluntary renunciation is that of Peters vs. Secretary of State (1972) 347 F. Supp. 1035 (Exhibit "E") Plaintiff in that case was born in Poland and emigrated to the U.S. with her parents in 1906. She became a naturalized citizen in 1934. Several years later she married a Hungarian citizen. By operation of Hungarian law she became a Hungarian citizen. In 1949 plaintiff moved to Hungary with her husband. She registered with the Hungarian police as an American citizen. The Department of State in 1971 made a determination that she had expatriated herself by accepting a position with the Hungarian Radio violating the provision of the Act relating to accepting, serving in, or performing the duties of any office, post, or employment under the government of a foreign state. Plaintiff was first a translator, then had charge of the English Language Broadcast Station and was later appointed Deputy Head of the Foreign Language Department of the Hungarian Radio. She also accompanied the Hungarian Radio Children's Choir on a tour of the U.S. and Japan.

The court citing Afroyim held that the proof of voluntary renunciation failed to meet the burden imposed on the government. It went on to state that there can be no expatriation unless there is a voluntary act by which the American citizen unequivocally

indicated relinquishment of American nationality in favor of allegiance to some foreign state. The court said that the above acts did not support by clean, convincing and unequivocal evidence an inference of an intent to forfeit American citizenship, or voluntarily to renounce it. Nor were these acts shown to be so inconsistent with the retention of American citizenship as to result in the loss of that status.

It must be noted that the Afroyim decision was rendered in 1967 by the Warren Court in a sharply divided opinion (5-4). Since that time many of the liberal members of the court have been replaced by the conservative and reactionary appointments of the Nixon era. Thus a case entitled Rogers vs. Bellei (1971) 401 U.S. 815, 91 Sup. Crt. 1060, 28 Law. Ed. 2d 499 (Exhibit "F") takes on considerable importance as an indication of the current Court's attitude toward this area of the law. It must be noted that this decision was rendered before the Burger court was fully constituted in 1972 with the additions of Justice's Powell and Rehnquist.

That case involved a person born abroad of one American citizen and the other an alien. Such a person was defined as a citizen of the U.S. at birth, but 8 U.S.C.A. 1401(a)(7) specifically provided that such a citizen shall lose his citizenship unless after age 14 and before age 28, he shall come to the U.S. and be physically present continuously for five years. The statute granted citizenship at birth but took it away upon failure to comply with the post 14 pre 28 residency requirement. The District Court for the District of Columbia held the statute unconstitutional under Afroyim and the Supreme Court reversed.

Plaintiff's father was a citizen of Italy and his Mother a citizen of the U.S. Plaintiff failed to meet the residency requirement and his American citizenship was taken away. The lower court relying on Afroyim held that the statute was unconstitutional in that it gave Congress the power to take away a persons citizenship without his voluntarily relinquishing it.

The Burger court in a very narrow and technical reading of the 14th Amendment held that the plaintiff was not entitled to the protection of the Amendment and therefore Congress could enact a statute taking away his citizenship without his voluntary relinquishment. The 14th Amendment states: "All persons born or naturalized in the United States . . . are citizens of the United States . . . ". The court said that the central fact in their weighing of plaintiff's claim to U.S. citizenship is that he was born abroad. He was not born or naturalized in the U.S. They thus reasoned that the first sentence of the 14th Amendment had no application to the plaintiff. In the words of the majority "He simply is not a 14th Amendment first-sentence citizen". Since he was not within the scope of the 14th Amendment the statutory power of Congress and the appropriate exercise of said power would only be limited by other pertinent constitutional provisions. The court reasoned that this type of citizenship could be left to proper congressional action. They went on to conclude that the statute which deprived plaintiff of his U.S. citizenship was "not unreasonable, arbitrary, or unlawful".

The dissent citing Afroyim said that until this decision it was clear that Congress could not enact a law stripping an American

of his citizenship which he never voluntarily renounced or gave up. Citing the case of Schneider vs. Rusk (1964) 377 U.S. 163, 84 Sup. Crt. 1187, 12 Law. Ed. 2d 218 which held that the rights of citizenship of the native born and of the naturalized person are of the same dignity and co-extensiveness the dissent concluded that the majority had overruled Afroyim and Schneider. Commenting upon the concept of a first-sentence 14th Amendment citizen the dissent stated that although those Americans who acquire their citizenship under statutes conferring citizenship on the foreign born children of citizens are not popularly thought of as naturalized citizens, the use of the word "naturalize" in this way had a considerable constitutional history. They stated that Congress is empowered by the Constitution to establish a uniform rule of naturalization. Therefore anyone acquiring citizenship solely under the exercise of this power, is constitutionally speaking, a naturalized citizen. For authority they cited U.S. vs. Wong Kim Ark (1898) 169 U.S. 649, 18 Sup. Crt. 456, 42 Law. Ed. 890 which stated that the 14th Amendment contemplates two sources of citizenship, and two only, birth and naturalization . . . A person born out of the jurisdiction of the U.S. can only become a citizen by being naturalized, either by treaty . . . or by authority of congress. They reasoned that naturalization when used in its constitutional sense is a generic term describing and including within its meaning all those modes of acquiring American citizenship other than by birth in this country.

It would seem that the broad holding in Afroyim elevating citizenship like freedom of speech, press and religion, to a preferred position in the constitution has been somewhat abrogated by the Rogers decision. It seems clear that Rogers liberalizes

the absolute conception of citizenship that Afroyim seemed to make a 14th Amendment standard. The court held that there is a category of citizenship that although legally obtained is not indestructible. Thus, Rogers departs from the 14th Amendment standard and acknowledges congressional power over some types of citizenship, and suggests a possible re-evaluation of Afroyims Fourteenth Amendment absolutism. Thus while Afroyim simply held that American citizenship was indestructable the Burger court invented the concept of a "fourteenth amendment first-sentence person". (See Hasting Constitutional Law Quarterly, Fall 1975, Exhibit "G")

In conclusion it is submitted that the concept of denationalization is still valid. The most that can be guaranteed by the Afroyim decision is that the government must bear the burden of proving voluntary renunciation in denationalization proceedings. The government still possesses the power to institute proceedings for revocation of citizenship but the citizen may allege that the acts the government relies on to show "voluntary renunciation" are not in fact evidence of a voluntary renunciation of U.S. citizenship.

To clearly state what a U.S. citizen may or may not do in a foreign nation is then a difficult task. The current state of the law is not clear. Voting in a foreign election would seem to be permitted as Afroyim established. The Peters decision would seem to indicate that serving in some governmental capacity in a foreign nation would not be enough to establish "voluntary renunciation". However the Attorney General's opinion indicates that acceptance of an important political post in a foreign government might be enough to establish such intent.

In conclusion it is suggested that contact be made with the Attorney General's office, the Secretary of State and the Immigration and Naturalization Service to ascertain if they have issued any internal guidelines or standards in this area.

One further possibility is research into treaty laws. 8 U.S.C.A. 1489 states that "nothing in this subchapter (i.e. loss of citizenship) shall be applied in contravention of the provisions of any treaty or convention to which the U.S. is a party and which has been ratified by the Senate . . .". Little research was done in this area and research might prove helpful.

RON CRAW [illegible]

SUPREME COURT OF THE UNITED STATES

No. 456.—October Term, 1966.

Beys Afroyim, Petitioner, *v.* Dean Rusk, Secretary of State.	On Writ of Certiorari to the United States Court of Appeals for the Second Circuit.

[May 29, 1967.]

9/8/76 Leave I have omitted to copy a rather lengthy dissent. Blank

Mr. Justice Black delivered the opinion of the Court.

Petitioner, born in Poland in 1893, emigrated to this country in 1912 and became a naturalized American citizen in 1926. He went to Israel in 1950, and in 1951 he voluntarily voted in an election for the Israeli Knesset, the legislative body of Israel. In 1960, when he applied for renewal of his United States passport, the Department of State refused to grant it on the sole ground that he had lost his American citizenship by virtue of § 401 (e) of the Nationality Act of 1940 which provides that a United States citizen shall "lose" his citizenship if he votes "in a political election in a foreign state."[1] Petitioner then brought this declaratory judgment action in federal district court alleging that § 401 (e) violates both the Due Process Clause of the Fifth Amendment and § 1, cl. 1, of the Fourteeth Amendment[2] which grants American

[1] 54 Stat. 1137, as amended, 58 Stat. 746, 8 U. S. C. § 801:

"A person who is a national of the United States, whether by birth or naturalization, shall lose his nationality by:

. . . . . .

"(c) Voting in a political election in a foreign state or participating in an election or plebiscite to determine the sovereignty over foreign territory."

This provision was re-enacted as § 349 (a)(5) of the Immigration and Nationality Act of 1952, 66 Stat. 163, 267–268, 8 U. S. C. § 1481 (a)(5).

[2] "All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States . . . ."

KK-2-A-7

citizenship to persons like petitioner. Because neither the Fourteenth Amendment nor any other provision of the Constitution expressly grants Congress the power to take away that citizenship once it has been acquired, petitioner contended that the only way he could lose his citizenship was by his own voluntary renunciation of it. Since the Government took the position that § 401 (e) empowers it to terminate citizenship without the citizen's voluntary renunciation, petitioner argued that this section is prohibited by the Constitution. The District Court and the Court of Appeals, rejecting this argument, held that Congress has constitutional authority forcibly to take away citizenship for voting in a foreign country based on its implied power to regulate foreign affairs. Consequently, petitioner was held to have lost his American citizenship regardless of his intention not to give it up. This is precisely what this Court held in *Perez* v. *Brownell*, 356 U. S. 44.

Petitioner, relying on the same contentions about voluntary renunciation of citizenship which this Court rejected in upholding § 401 (e) in *Perez*, urges us to reconsider that case, adopt the view of the minority there, and overrule it. That case, decided by a 5–4 vote 10 years ago, has been a source of controversy and confusion ever since, as was emphatically recognized in the opinions of all the judges who participated in this case below.[3] Moreover, in the other cases decided with[4] and since[5] *Perez*, this Court has consistently invalidated on a case-by-case basis various other statutory sections providing for involuntary expatriation. It has done so on

[3] 250 F. Supp. 686; 361 F. 2d 102, 105.

[4] *Trop* v. *Dulles*, 356 U. S. 86; *Nishikawa* v. *Dulles*, 356 U. S. 129.

[5] *Kennedy* v. *Mendoza-Martinez*, 372 U. S. 144; *Schneider* v. *Rusk*, 377 U. S. 163. In his concurring opinion in *Mendoza-Martinez*, MR. JUSTICE BRENNAN expressed "felt doubts of the correctness of *Perez* . . . ." 372 U. S., at 187.

various grounds and has refused to hold that citizens can be expatriated without their voluntary renunciation of citizenship. These cases, as well as many commentators,[6] have cast great doubt upon the soundness of *Perez*. Under these circumstances, we granted certiorari to reconsider it, 385 U. S. 917. In view of the many recent opinions and dissents comprehensively discussing all the issues involved,[7] we deem it unnecessary to treat this subject at great length.

The fundamental issue before this Court here, as it was in *Perez*, is whether Congress can consistently with the Fourteenth Amendment enact a law stripping an American of his citizenship which he has never voluntarily renounced or given up. The majority in *Perez* held that Congress could do this because withdrawal of citizenship is "reasonably calculated to effect the end that is within the power of Congress to achieve." 356 U. S., at 60. That conclusion was reached by this chain of reasoning: Congress has an implied power to deal with foreign affairs as an indispensable attribute of sovereignty; this implied power, plus the Necessary and Proper Clause, empowers Congress to regulate voting by American citizens in for-

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[6] See, *e. g.*, Agata, Involuntary Expatriation and Schneider v. Rusk, 27 U. Pitt. L. Rev. 1 (1965); Hurst, Can Congress Take Away Citizenship?, 29 Rocky Mt. L. Rev. 62 (1956); Kurland, Foreword: "Equal in Origin and Equal in Title to the Legislative and Executive Branches of the Government," 78 Harv. L. Rev. 143, 169–175; Comment, 56 Mich. L. Rev. 1142 (1958); Note, Forfeiture of Citizenship Through Congressional Enactment, 21 U. Cin. L. Rev. 59 (1952); 40 Cornell L. Q. 365 (1955); 25 U. So. Cal. L. Rev. 196 (1952). But see, *e. g.*, Comment, The Expatriation Act of 1954, 64 Yale L. J. 1164 (1955).

[7] See *Perez* v. *Brownell*, *supra*, at 62 (dissenting opinion of THE CHIEF JUSTICE), 79 (dissenting opinion of MR. JUSTICE DOUGLAS); *Trop* v. *Dulles*, *supra*, at 91–93 (part I of opinion of Court); *Nishikawa* v. *Dulles*, *supra*, at 138 (concurring opinion of MR. JUSTICE BLACK).

eign elections; involuntary expatriation is within the "ample scope" of "appropriate modes" Congress can adopt to effectuate its general regulatory power. *Id.*, at 57-60. Then, upon summarily concluding that "there is nothing . . . in the Fourteenth Amendment to warrant drawing from it a restriction upon the power otherwise possessed by Congress to withdraw citizenship," *id.*, at 58, n. 3, the majority specifically rejected the "notion that the power of Congress to terminate citizenship depends upon the citizen's assent," *id.*, at 61.

First we reject the idea expressed in *Perez* that, aside from the Fourteenth Amendment, Congress has any general power, express or implied, to take away an American citizen's citizenship without his assent. This power cannot, as *Perez* indicated, be sustained as an implied attribute of sovereignty possessed by all nations. Other nations are governed by their own constitutions, if any, and we can draw no support from theirs. In our country the people are sovereign and the Government cannot sever its relationship to the people by taking away their citizenship. Our Constitution governs us and we must never forget that our Constitution limits the Government to those powers specifically granted or those that are necessary and proper to carry out the specifically granted ones. The Constitution, of course, grants Congress no express power to strip people of their citizenship, whether in the exercise of the implied power to regulate foreign affairs or in the exercise of any specifically granted power. And even before the adoption of the Fourteenth Amendment, views were expressed in Congress and by this Court that under the Constitution the Government was granted no power, even under its express power to pass a uniform rule of naturalization, to determine what conduct should and should not result in the loss of citizenship. On three occasions, in 1795, 1797, and 1818, Congress considered and rejected proposals to enact laws which would describe cer-

tain conduct as resulting in expatriation.[8] On each occasion Congress was considering bills that were concerned with recognizing the right of voluntary expatriation and with providing some means of exercising that right. In 1795 and 1797, many members of Congress still adhered to the English doctrine of perpetual allegiance and doubted whether a citizen could even voluntarily renounce his citizenship.[9] By 1818, however, almost no one doubted the existence of the right of voluntary expatriation, but several judicial decisions had indicated that the right could not be exercised by the citizen without the consent of the Federal Government in the form of enabling legislation.[10] Therefore, a bill was introduced to provide that a person could voluntarily relinquish his citizenship by declaring such relinquishment in writing before a district court and then departing from the country.[11] The opponents of the bill argued that Congress had no constitutional authority, either express or implied, either under the Naturalization Clause or the Necessary and Proper Clause, to provide that a certain act would constitute expatriation.[12] They pointed to a proposed Thirteenth

[8] For a history of the early American view of the right of expatriation, including these congressional proposals, see generally Roche, The Early Development of United States Citizenship (1949); Tsiang, Expatriation in America Prior to 1907 (1942); Dutcher, The Right of Expatriation, 11 Am. L. Rev. 447 (1877); Roche, The Loss of American Nationality—The Development of Statutory Expatriation, 99 U. Pa. L. Rev. 25 (1950); Slaymaker, The Right of the American Citizen to Expatriate, 37 Am. L. Rev. 191 (1903).

[9] 4 Annals of Cong. 1005, 1027–1030 (1793–1795); 7 Annals of Cong. 349 *et seq.* (1797–1798).

[10] See, *e. g.*, *Talbot* v. *Jansen*, 3 Dall. 133.

[11] 31 Annals of Cong. 495 (1817–1818).

[12] *Id.*, at 1036–1037, 1058. Although some of the opponents, believing that citizenship was derived from the States, argued that any power to prescribe the mode for its relinquishment rested in the States, they were careful to point out that "the absence of all

Amendment, subsequently not ratified, which would have provided that a person would lose his citizenship by accepting an office or emolument from a foreign government.[18] Congressman Anderson of Kentucky argued:

> "The introduction of this article declares the opinion . . . that Congress could not declare the acts which should amount to a renunciation of citizenship; otherwise there would have been no necessity for this last resort. When it was settled that Congress could not declare that the acceptance of a pension or office from a foreign Emperor amounted to a disfranchisement of the citizen, it must surely be conceded that they could not declare that any other act did. The cases to which their powers before this amendment confessedly did not extend, are very strong, and induce a belief that Congress could not in any case declare the acts which should cause 'a person to cease to be a citizen.' The want of power in a case like this, where the individual has given the strongest evidence of attachment to a foreign potentate and an entire renunciation of the feelings and principles of an American citizen, certainly establishes the absence of all power to pass a bill like the present one. Although the intention with which it was introduced, and the title of the bill declare that it is to insure and foster the right of the citizen, the direct and inevitable effect of the bill, is an assumption of power by Congress to declare that certain acts when committed shall amount to a renunciation of citizenship." 31 Annals of Congress 1038–1039 (1817–1818).

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power from the State Legislatures would not vest it in us." *Id.*, at 1039.

[18] The amendment had been proposed by the 11th Cong., 2d Sess. See The Constitution of the United States of America, S. Doc. No. 39, 88th Cong., 1st Sess., 77–78 (1964).

Congressman Pindall of Virginia rejected the notion, later accepted by the majority in *Perez*, that the nature of sovereignty gives Congress a right to expatriate citizens:

> "[A]llegiance imports an obligation on the citizen or subject, the correlative right to which resides in the sovereign power; allegiance in this country is not due to Congress, but to the people, with whom the sovereign power is found; it is, therefore, by the people only that any alteration can be made of the existing institutions with respect to allegiance." *Id.*, at 1045.

Although he recognized that the bill merely sought to provide a means of voluntary expatriation, Congressman Lowndes of South Carolina argued:

> "But, if the Constitution had intended to give to Congress so delicate a power, it would have been expressly granted. That it was a delicate power and ought not to be loosely inferred, . . . appeared in a strong light, when it was said, and could not be denied, that to determine the manner in which a citizen may relinquish his right of citizenship, is equivalent to determining how he shall be divested of that right. The effect of assuming the exercise of these powers will be, that by acts of Congress a man may not only be released from all the liabilities, but from all the privileges of a citizen. If you pass this bill, . . . you have only one step further to go, and say that such and such acts shall be considered as presumption of the intention of the citizen to expatriate, and thus take from him the privileges of a citizen. . . . [Q]uestions affecting the right of the citizen were questions to be regulated, not by the laws of the General or State Governments, but by Constitutional provisions. If there was anything

> essential to our notion of a Constitution, . . . it was this: that while the employment of the physical force of the country is in the hands of the Legislature, those rules which determine what constitutes the rights of the citizen, shall be a matter of Constitutional provision." *Id.*, at 1050–1051.

The bill was finally defeated.[14] It is in this setting that six years later, in *Osborn v. Bank of the United States*, 9 Wheat. 738, 827, this Court, speaking through Chief Justice Marshall, declared in what appears to be a mature and well-considered dictum that Congress, once a person becomes a citizen, cannot deprive him of that status:

> "[The naturalized citizen] becomes a member of the society, possessing all the rights of a native citizen, and standing, in the view of the constitution, on the footing of a native. The constitution does not authorize Congress to enlarge or abridge those rights. The simple power of the national Legislature, is to prescribe a uniform rule of naturalization, and the exercise of this power exhausts it, so far as respects the individual."

Although these legislative and judicial statements may be regarded as inconclusive and must be considered in the historical context in which they were made,[15] any doubt

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[14] *Id.*, at 1071. It is interesting to note that the proponents of the bill, such as Congressman Cobb of Georgia, considered it to be "the simple declaration of the manner in which a voluntary act, in the exercise of a natural right, may be performed" and denied that it created or could lead to the creation of "a presumption of relinquishment of the right of citizenship." *Id.*, at 1068.

[15] The dissenting opinion here points to the fact that a Civil War Congress passed two Acts designed to deprive military deserters to the Southern side of the rights of citizenship. Measures of this kind passed in those days of emotional stress and hostility are by no means the most reliable criteria for determining what the Constitution means.

as to whether prior to the passage of the Fourteenth Amendment Congress had the power to deprive a person against his will of citizenship once obtained should have been removed by the unequivocal terms of the Amendment itself. It provides its own constitutional rule in language calculated completely to control the status of citizenship: "All persons born or naturalized in the United States . . . are citizens of the United States . . . ." There is no indication in these words of a fleeting citizenship, good at the moment it is acquired but subject to destruction by the Government at any time. Rather the Amendment can most reasonably be read as defining a citizenship which a citizen keeps unless he voluntarily relinquishes it. Once acquired, this Fourteenth Amendment citizenship was not to be shifted, canceled, or diluted at the will of the Federal Government, the States, or any other governmental unit.

It is true that the chief interest of the people in giving permanence and security to citizenship in the Fourteenth Amendment was the desire to protect Negroes. The *Dred Scott* decision, 19 How. 393, had shortly before greatly disturbed many people about the status of Negro citizenship. But the Civil Rights Act of 1866, 14 Stat. 27, had already attempted to confer citizenship on all persons born or naturalized in the United States. Nevertheless, when the Fourteenth Amendment passed the House without containing any definition of citizenship, the sponsors of the Amendment in the Senate insisted on inserting a constitutional definition and grant of citizenship. They expressed fears that the citizenship so recently conferred on Negroes by the Civil Rights Act could be just as easily taken away from them by subsequent Congresses, and it was to provide an insuperable obstacle against every governmental effort to strip Negroes of their newly acquired citizenship that the first clause was added to the Fourteenth Amend-

ment.[16] Senator Howard, who sponsored the Amendment in the Senate, thus explained the purpose of the clause:

> "It settles the great question of citizenship and removes all doubt as to what persons are or are not citizens of the United States. . . . We desired to put this question of citizenship and the rights of citizens . . . under the civil rights bill beyond the legislative power . . . ." Cong. Globe, 39th Cong., 1st Sess., 2890, 2896 (1866).

This undeniable purpose of the Fourteenth Amendment to make citizenship of Negroes permanent and secure would be frustrated by holding that the Government can rob a citizen of his citizenship without his consent by simply proceeding to act under an implied general power to regulate foreign affairs or some other power generally granted. Though the framers of the Amendment were not particularly concerned with the problem of expatriation, it seems undeniable from the language they used that they wanted to put citizenship beyond the power of any governmental unit to destroy. In 1868, two years after the Fourteenth Amendment had been adopted, Congress specifically considered the subject of expatriation. Several bills were introduced to impose involuntary expatriation on citizens who committed certain acts.[17] With little

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[16] Cong. Globe, 39th Cong., 1st Sess., 2768–2769, 2869, 2890 *et seq.* (1866). See generally, Flack, Adoption of the Fourteenth Amendment 88–94 (1908).

[17] Representative Jenckes of Rhode Island introduced an amendment that would expatriate those citizens who became naturalized by a foreign government, performed public duties for a foreign government, or took up domicile in a foreign country without intent to return. Cong. Globe, 40th Cong., 2d Sess., 968, 1129, 2311 (1868). Although he characterized his proposal as covering "cases where citizens may voluntarily renounce their allegiance to this country," *id.*,

discussion, these proposals were defeated. Other bills, like the one proposed but defeated in 1818, provided merely a means by which the citizen could himself voluntarily renounce his citizenship.[14] Representative Van Trump of Ohio, who proposed such a bill, vehemently denied in supporting it that his measure would make the Government "a party to the act dissolving the tie between the citizen and his country . . . where the statute simply prescribes the manner in which the citizen shall proceed to perpetuate the evidence of his intention, or election, to renounce his citizenship by expatriation." Cong. Globe, 40th Cong., 2d Sess., 1804 (1868). He insisted that "inasmuch as the act of expatriation depends almost entirely upon a question of intention on the part of the citizen," *id.*, at 1801, "the true question is, that not only the right of expatriation, but the whole power of its exercise, rests solely and exclusively in the will of the individual." *id.*, at 1804.[15] In strongest of terms, not contradicted by any during the debates, he concluded:

> "To enforce expatriation or exile against a citizen without his consent is not a power anywhere belong-

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at 1159, it was opposed by Representative Chanler of New York who said, "So long as a citizen does not expressly dissolve his allegiance and does not swear allegiance to another country, his citizenship remains in *statu quo*, unaltered and unimpaired." *Id.*, at 1016.

[14] Proposals of Representatives Pruyn of New York (*id.*, at 1130) and Van Trump of Ohio (*id.*, at 1801, 2311).

[15] While Van Trump disagreed with the 1818 opponents as to whether Congress had power to prescribe a means of voluntary renunciation of citizenship, he wholeheartedly agreed with their premise that the right of expatriation belongs to the citizen, not to the Government, and that the Constitution forbids the Government from being party to the act of expatriation. Van Trump simply thought that the opponents of the 1818 proposal failed to recognize that their mutual premise would not be violated by an

ing to this Government. No conservative-minded statesman, no intelligent legislator, no sound lawyer has ever maintained any such power in any branch of the Government. The lawless precedents created in the delirium of war, . . . of sending men by force into exile, as a punishment for political opinion, were violations of this great law . . . of the Constitution. . . . The men who debated the question in 1818 failed to see the true distinction. . . . They failed to comprehend that it is not the Government, but that it is the individual, who has the right and the only power of expatriation. . . . [I]t belongs and appertains to the citizen and not to the Government; and it is the evidence of his election to exercise his right, and not the power to control either the election or the right itself, which is the legitimate subject matter of legislation. There has been, and there can be, no legislation under our Constitution to control in any manner the right itself." *Ibid.*

But even Van Trump's proposal, which went no further than to provide a means of evidencing a citizen's intent to renounce his citizenship, was defeated.[70] The Act,

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Act which merely prescribed "how . . . [the rights of citizenship] might be relinquished at the option of the person in whom they were vested." Cong. Globe, 40th Cong., 2d Sess., 1804 (1868).

[70] *Id.*, at 2317. Representative Banks of Massachusetts, the Chairman of the House Committee on Foreign Affairs which drafted the bill eventually enacted into law, explained why Congress refrained from providing a means of expatriation:

"It is a subject which, in our opinion, ought not to be legislated upon. . . . [T]his comes within the scope of natural rights which no Government has the right to control and which no Government can confer. And wherever this subject is alluded to in the Constitution— . . . it is in the declaration that Congress shall have no power whatever to legislate upon these matters." *Id.*, at 2316.

as finally passed, merely recognized the "right of expatriation" as an inherent right of all people.[21]

The entire legislative history of the 1868 Act makes it abundantly clear that there was a strong feeling in the Congress that the only way the citizenship it conferred could be lost was by the voluntary renunciation or abandonment by the citizen himself. And this was the unequivocal statement of the Court in the case of *United States* v. *Wong Kim Ark*, 169 U. S. 649. The issues in that case were whether a person born in the United States to Chinese aliens was a citizen of the United States and whether, nevertheless, he could be excluded under the Chinese Exclusion Act. The Court first held that within the terms of the Fourteenth Amendment, Wong Kim Ark was a citizen of the United States, and then pointed out that though he might "renounce this citizenship, and become a citizen of . . . any other country," he had never done so. *Id.*, at 704–705. The Court then held[22] that Congress could not do anything to abridge or affect his citizenship conferred by the Fourteenth Amendment. Quoting Chief Justice Marshall's well-considered and oft-repeated dictum in *Osborn* to the effect that Congress under the power of naturalization has "a power to confer citizenship, not a power to take it away," the Court said:

> "Congress having no power to abridge the rights conferred by the Constitution upon those who have become naturalized citizens by virtue of acts of Congress, *a fortiori* no act . . . of Congress . . .

[21] 15 Stat. 223, R. S. § 1999.

[22] Some have referred to this part of the decision as a holding, see, *e. g.*, Hurst, *supra*, 29 Rocky Mt. L. Rev., at 78–79; Comment, 56 Mich. L. Rev., at 1153–1154; while others have referred to it as *obiter dictum*, see, *e. g.*, Roche, *supra*, 99 U. Pa. L. Rev., at 26–27. Whichever it was, the statement was evidently the result of serious consideration and is entitled to great weight.

can affect citizenship acquired as a birthright, by virtue of the Constitution itself . . . . The Fourteenth Amendment, while it leaves the power, where it was before, in Congress, to regulate naturalization, has conferred no authority upon Congress to restrict the effect of birth, declared by the Constitution to constitute a sufficient and complete right to citizenship." *Id.*, at 703.

To uphold Congress' power to take away a man's citizenship because he voted in a foreign election in violation of § 401 (e) would be equivalent to holding that Congress has the power to "abridge," "affect," "restrict the effect of," and "take . . . away" citizenship. Because the Fourteenth Amendment prevents Congress from doing any of these things, we agree with the Chief Justice's dissent in the *Perez* case that the Government is without power to rob a citizen of his citizenship under § 401 (e).[23]

Because the legislative history of the Fourteenth Amendment and the expatriation proposals which preceded and followed it, like most other legislative history, contains many statements from which conflicting inferences can be drawn, our holding might be unwarranted if it rested entirely or principally upon that legislative history. But it does not. Our holding we think is the only one that can stand in view of the language and the purpose of the Fourteenth Amendment, and our construction of that Amendment, we believe, comports more nearly than *Perez* with the principles of liberty and equal justice to all that the entire Fourteenth Amendment was adopted to guarantee. Citizenship is no light trifle

[23] Of course, as THE CHIEF JUSTICE said in his dissent, 356 U. S., at 66, naturalization unlawfully procurred can be set aside. See, *e. g.*, *Knauer* v. *United States*, 328 U. S. 654; *Baumgartner* v. *United States*, 322 U. S. 665; *Schneiderman* v. *United States*, 320 U. S. 118.

to be jeopardized any moment Congress decides to do so under the name of one of its general or implied grants of power. In some instances, loss of citizenship can mean that a man is left without the protection of citizenship in any country in the world—as a man without a country. Citizenship in this Nation is a part of a cooperative affair. Its citizenry is the country and the country is its citizenry. The very nature of our free government makes it completely incongruous to have a rule of law under which a group of citizens temporarily in office can deprive another group of citizens of their citizenship. We hold that the Fourteenth Amendment was designed to, and does, protect every citizen of this Nation against a congressional forcible destruction of his citizenship, whatever his creed, color, or race. Our holding does no more than to give to this citizen that which is his own, a constitutional right to remain a citizen in a free country unless he voluntarily relinquishes that citizenship.

Perez v. *Brownell* is overruled. The judgment is

Reversed.

VERBAL ORDERS DON'T GO WRITE IT!

TO JJ, TIM S, MIKE C, HARRIET T **DATE** 9-28-76

SUBJECT CITIZENSHIP AND THE DENATIONALIZATION STATUTES

ATTACHED IS YOUR COPY OF THE ABOVE. ONE SET PLUS ALL OF THE EXHIBITS IS ALSO BEING SENT TO CLAUDE WORRELL.

NOTE: SPECIFIC INSTRUCTIONS TO HARRIET:

PLEASE RESEARCH THE TREATY ASPECT.

SEE ALSO COPY OF ATTACHED LETTER TO WORRELL.

GENE LEFT INSTRUCTIONS WITH ME TO PUT RON CRAWFORD'S NAME ON THE OPINION, NOT INCLUDED, HERE, AND SHOW LETTER HIM LETTER TO WORRELL.

FROM BEA MORTON ~~FOR GENE CHAIKIN~~

P.S. THE LETTER TO WORREL WILL WILL NOT BE MAILED UNTIL HIS RETURN FROM LA JUST IN CASE CHANGES ARE NEEDED.

KK-2-A-8.

SUBJECT RYMUR

FILE NUMBER BUFILE 89-4286

SECTION NUMBER

SERIALS BULKY 2233

TOTAL PAGES 26

PAGES RELEASED 26

EXEMPTION(S) USED NONE

KK-3 LEGAL - CURRENT LEGAL

3. CURRENT LEGAL

...ICT ATTORNEY

...REITAS, JR.
...T ATTORNEY

DANIEL H. WEINSTEIN
CHIEF ASSISTANT
DISTRICT ATTORNEY

SAN FRANCISCO

... BRYANT STREET, SAN FRANCISCO 94103 TEL. (415) ...

November 25, 1977

RECEIVED

...n. Fred Wills
...nister of Justice and Foreign Affairs
...operative Republic of Guyana
...in Street
...orgetown, Guyana, South America

Re: Request for Assistance in Enforcement of Court Order Against Rev. Jim Jones in Guyana

...ar Sir:

On November 18, 1977, the Superior Court of the State of ...lifornia ordered our office to "take all actions necessary ...locate Reverend Jim Jones and to secure Reverend Jim Jones' ...mpliance with this order." Paragraph 4 of the order (a copy ...tached) states:

> "It is ordered that Reverend Jim Jones will immediately deliver the minor, JOHN VICTOR STOEN, to the Petitioner, GRACE LUCY STOEN, or to her authorized representative."

According to our information, the underlying facts are ...at Rev. Jim Jones, a United States citizen, is living in ...yana, South America, where he is exercising physical custody ... John Victor Stoen, a 5-year old child who is also a ...ted States citizen. Rev. Jones has refused to deliver the ...ld to his legal parents, each of whom testified before the ...urt and joined the request for the order issued. Our office ...representing the court pursuant to Section 4700(c) of the ...lifornia Civil Code.

KK-3-A-1

We are respectfully asking you to use whatever influence you have to help us obtain Rev. Jones' compliance with the aforesaid order. If we cannot obtain Rev. Jones' compliance in this manner, it will be our duty pursuant to Section 5160 of the California Civil Code to apply to the court for a warrant of arrest against Rev. Jones.

We will be most grateful for whatever you can do to help. Time may be of the essence. Please let our office know if you need further information.

Thank you very much indeed.

Very truly yours,

JOSEPH FREITAS, JR.

Enc. Superior Court Order
dated November 18, 1977

KK-3-A-2

DINNER LIONEL LUCKHOO 24/2/78

Marcie, Jocylyn, Terri Buford, Sharon, Tim

-he said that we should publicize with a first rate film our project/said he told us that a long time ago and we said it was a good idea but nothing was done about it
-he said that we are doing a Christian work and we should get it across
-a man came to him with some bad articles David Blackmon and it said JJ claimed he was Christ and this was anti-Christ to do so/ we said it was a lie of course and Sir Lionel said he knew but we needed a good movie to get across what we are doing as well as maybe hiring a PR firm in the US to help us with publicity
-he said we also should put our money in some kind of fund for PT and not for individuals as individuals can die
-he talked about his family and his children and how he had to fight in England for his children and he would not have given up the fight and he would have died for the fight/ he was amazed he got his children because his wife was English and he had quite a fight for 2 weeks to get them and it had to go to Appeals even
-he said it should be publicized in the US that JJ is the real father (we said Herb Caen had picked it up and others knew about it)
-he said again that Judge Bishop is a young judge and he doesn't have much faith in him
-he said that he likes to live his life knowing he has done some good things for others, it's very important to him to know he has done some Christian things
-he was very friendly / seemed to warm up over dinner and he liked Marcie a lot
-said Burnham had offerred him some bonor but Luckhoo had turned them down as it is only to do the right thing, not to be honored
-he said we should send some info on wing beans and cutlass beans to Viola Burnham as she is always doing research on beans and the protein content (she sends things in to be tested for protein content etc.)
-he said Forbes Burnham likes the singing of Mahala Jackson and maybe we should send him our record or a record of Diane singing
-he talked to Forbes some time ago about us and Burnham said that Jim & Marcie must be sincere as they had adopted all those children (of all races)
-he said his daughter is very sensitve (too sensitive) as she won't eat meat of any sort and he's afraid she doesn't get enough protein (we promised him we would get some cutlass bean plants for his garden) - he said his children are very sensitive to animals also and if they see a man too hard on his donkey or horse they go and chew him out and Luckhoo said it's kind of a problem on him the dad/ he thinks it's very important that his children get an education in the University (London) - he takes his children with him often when he travels/ the last time he traveled his client paid for the trip of his children as well as him (he said his clients are very understanding this way)
-he said about not losing any cases that it was important until he reached the 200th case, now he doesn't care so much, except to give good service
-he said when he finishes the latest murder case he will go up to Jonestown/ this one is very important as the people are influential tho they are tried for murder
-Hoyt is one of his clients/ so is Hamilton Green as well as the PM/ he just won the PM a $40,000 settlement against some business as well as another cash settlement
-he told a friend (he wouldn't give the name altho we didn't press on it) that he was going to dinner with us and the friend said "you're going to dinner with those people" -

David Blackmon is the general manager of Hayana Stores (formerly Bookers) He is from England.

KK-3-A-3

Jones. They are not fooled by the reactionary, anti-Socialist smear campaign. On the contrary, we have the total support of Dr. Carlton Goodlett, and numerous other prominent Socialist leaders throughout the States and the world. We have likewise had no criticism from within any minority community in the United States.

We have had all kinds of church and government officials visit us from both here and the United States. We will be having an open house in the near future. If you are unable to make it to the open house, we will gladly receive you any time. We have a community in which we are more positive than ever. Contrary to malicious allegations, we don't have to have corporal punishment of any kind and never have had. It is fantastic: no anti-social behavior exhibited of any kind and the highest level of medical care you can find any place in the world. The food is tremendous and many new innovative crops are being planted and successfully grown. This type of food production is helping the whole community, and this pleases us very much.

We build most of our houses now out of prefabricated material with the help of our sawmill. Our skilled craftsmen design and build our furniture and cabinets. The school at the Jonestown project is a healthy combination of work/study programs designed to let the youngsters progress at their own rate of speed, with individualized attention readily available. Our program includes an emphasis on Guyanese history and culture. The youth are also trained in a number of technical skills by competent tradesmen. At Jonestown, we make all kinds of other things that will have great utility for Guyana.

Numbers of our families have adopted Guyanese youngsters into their homes. We have integrated into the community and all community activities here, helping with school and recreational facilities. We are bringing Guyanese into this community and have a friendly, cooperative relationship with our neighbors in the area.

We wish to thank the government and people of Guyana. We could never have progressed so far so fast were it not for the total cooperation given every step of the way. We look forward to a relationship of friendship and mutual support between our mission settlers and Guyanese from every walk of life. We can only express our appreciation by trying to make our experiences useful for others engaged in similar efforts to expand and improve cultivation and development of the rich interior of Guyana Guyana, with the goal of benefiting her people.

Paula Adams
Administrative Secretary

KK-3-A-4

PART 7

Uniform Parentage Act

[Added by Stats 1975 ch 1244 § 11.]

§ 7000. Title.
§ 7001. "Parent and child relationship".
§ 7002. Marital status of parents irrelevant.
§ 7003. Establishment of parent and child relationship.
§ 7004. Presumption of natural fatherhood.
§ 7005. Father of child conceived by artificial insemination.
§ 7006. Actions with respect to existence of father and child relationship.
§ 7007. Jurisdiction and venue.
§ 7008. Parties.
§ 7010. Judgment.
§ 7011. Fees and costs.
§ 7012. Enforcement of obligations of father.
§ 7013. Continuing jurisdiction.
§ 7014. Closed hearing and records.
§ 7015. Actions with respect to existence of mother and child relationship.
§ 7016. Written promise to furnish support.
§ 7017. Adoption of child: Notice to father: Proceeding to identify natural father.
§ 7017.1. Fee not to be charged for filing petition to terminate parental rights of father.
§ 7018. Severability.

§ 7000. [Title.] This part shall be known and may be cited as the "Uniform Parentage Act." [1975 ch 1244 § 11.]

§ 7001. ["Parent and child relationship".] As used in this part, "parent and child relationship means the legal relationship existing between a child and his natural or adoptive parents incident to which the law confers or imposes rights, privileges, duties, and obligations. It includes the mother and child relationship and the father and child relationship. [1975 ch 1244 § 11.]

§ 7002. [Marital status of parents irrelevant.] The parent and child relationship extends equally to every child and to every parent, regardless of the marital status of the parents. [1975 ch 1244 § 11.]

§ 7003. [Establishment of parent and child relationship.] The parent and child relationship may be established as follows:

(1) Between a child and the natural mother it may be established by proof of her having given birth to the child, or under this part.

(2) Between a child and the natural father it may be established under this part.

(3) Between a child and an adoptive parent it may be established by proof of adoption. [1975 ch 1244 § 11.]

§ 7004. [Presumption of natural fatherhood.] (a) A man is presumed to be the natural father of a child if he meets the conditions as set forth in Section 621 of the Evidence Code or in any of the following subdivisions:

(1) He and the child's natural mother are or have been married to each other and the child is born during the marriage, or within 300 days after the marriage is terminated by death, annulment, declaration of invalidity, or divorce, or after a decree of separation is entered by a court.

(2) Before the child's birth, he and the child's natural mother have attempted to marry each other by a marriage solemnized in apparent compliance with law, although the attempted marriage is or could be declared invalid, and,

(i) If the attempted marriage could be declared invalid only by a court, the child is born during the attempted marriage, or within 300 days after its termination by death, annulment, declaration of invalidity, or divorce; or

(ii) If the attempted marriage is invalid without a court order, the child is born within 300 days after the termination of cohabitation.

(3) After the child's birth, he and the child's natural mother have married, or attempted to marry, each other by a marriage solemnized in apparent compliance with law,

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although the attempted marriage is or could be declared invalid, and

(i) With his consent, he is named as the child's father on the child's birth certificate, or

(ii) He is obligated to support the child under a written voluntary promise or by court order.

(4) He receives the child into his home and openly holds out the child as his natural child.

(b) Except as provided in Section 621 of the Evidence Code, a presumption under this section is a rebuttable presumption affecting the burden of proof and may be rebutted in an appropriate action only by clear and convincing evidence. If two or more presumptions arise under this section which conflict with each other, the presumption which on the facts is founded on the weightier considerations of policy and logic controls. The presumption is rebutted by a court decree establishing paternity of the child by another man. [1975 ch 1244 § 11.]

§ 7005. [Father of child conceived by artificial insemination.] (a) If, under the supervision of a licensed physician and with the consent of her husband, a wife is inseminated artificially with semen donated by a man not her husband, the husband is treated in law as if he were the natural father of a child thereby conceived. The husband's consent must be in writing and signed by him and his wife. The physician shall certify their signatures and the date of the insemination, and file the husband's consent with the State Department of Health, where it shall be kept confidential and in a sealed file. However, the physician's failure to do so does not affect the father and child relationship. All papers and records pertaining to the insemination, whether part of the permanent record of a court or of a file held by the supervising physician or elsewhere, are subject to inspection only upon an order of the court for good cause shown.

(b) The donor of semen provided to a licensed physician for use in artificial insemination of a woman other than the donor's wife is treated in law as if he were not the natural father of a child thereby conceived. [1975 ch 1244 § 11.]

§ 7006. [Actions with respect to existence of father and child relationship.] (a) A child, the child's natural mother, or a man presumed to be his father under paragraph (1), (2), or (3) of subdivision (a) of Section 7004, may bring an action as follows:

(1) At any time for the purpose of declaring the existence of the father and child relationship presumed under paragraph (1), (2), or (3) of subdivision (a) of Section 7004.

(2) For the purpose of declaring the nonexistence of the father and child relationship presumed under paragraph (1), (2), or (3) of subdivision (a) of Section 7004 only if the action is brought within a reasonable time after obtaining knowledge of relevant facts. After the presumption has been rebutted, paternity of the child by another man may be determined in the same action, if he has been made a party.

(b) Any interested party may bring an action at any time for the purpose of determining the existence or nonexistence of the father and child relationship presumed under paragraph (4) of subdivision (a) of Section 7004.

(c) An action to determine the existence of the father and child relationship with respect to a child who has no presumed father under Section 7004 or whose presumed father is deceased may be brought by the child or personal representative of the child, the State Department of Health, the mother or the personal representative or a parent of the mother if the mother has died or is a minor, a man alleged or alleging himself to be the father, or the personal representative or a parent of the alleged father if the alleged father has died or is a minor.

(d) Regardless of its terms, an agreement between an alleged or presumed father and the mother or child does not bar an action under this section.

(e) An action under this section may be brought before the birth of the child.

(f) The district attorney may also bring an action under this section in any case in which he believes that the interests of justice will be served thereby. [1975 ch 1244 § 11.]

§ 7007. [Jurisdiction and venue.] (a) The superior court has jurisdiction of an action brought under this part.

(b) A person who has sexual intercourse in this state thereby submits to the jurisdiction of the courts of this state as to an action brought under this part with respect to a child who may have been conceived by that act of intercourse.

(c) The action may be brought in the county in which the child resides or is found or, if the father is deceased, in which proceedings for probate of his estate have been

KK-3-A-6

7/9/47

Revised Order for Child Custody

Petitioner is awarded custody of minor . . .

This matter ordered continued for further hearing on Nov 10

. . .

Rev Jim Jones is joined as a party to this action under Civil Code 5159

. . .

Service of this order is deemed to have been effected upon the following:

. . . (Didn't get this)

Rev J J is ordered to appear on Nov. 18 to show cause why petitioner should not be awarded custody of said minor

KK-3-A-7

oath as required by the court. The court may examine the parties under oath as to details of the information furnished and as to other matters pertinent to the court's jurisdiction and the disposition of the case.

(3) Each party has a continuing duty to inform the court of any custody proceeding concerning the child in this or any other state of which he obtained information during this proceeding.

Leg.H. 1973 ch. 693.

§5159. Joinder of Parties.

If the court learns from information furnished by the parties pursuant to Section 5158 or from other sources that a person not a party to the custody proceeding has physical custody of the child or claims to have custody or visitation rights with respect to the child, it shall order that person to be joined as a party and to be duly notified of the pendency of the proceeding and of his joinder as a party. If the person joined as a party is outside this state he shall be served with process or otherwise notified in accordance with Section 5154.

Leg.H. 1973 ch. 693.

§5160. Order for Personal Appearance Before Court.

(1) The court may order any party to the proceeding who is in this state to appear personally before the court. If that party has physical custody of the child the court may order that he appear personally with the child. If the party who is ordered to appear with the child cannot be served or fails to obey the order, or it appears the order will be ineffective, the court may issue a warrant of arrest against such party to secure his appearance with the child.

(2) If a party to the proceeding whose presence is desired by the court is outside this state with or without the child the court may order that the notice given under Section 5154 include a statement directing that party to appear personally with or without the child and declaring that failure to appear may result in a decision adverse to that party.

(3) If a party to the proceeding who is outside this state is directed to appear under subdivision (2) or desires to appear personally before the court with or without the child, the court may require another party to pay to the clerk of the court travel and other necessary expenses of the party so appearing and of the chi
proper under the circu

Leg.H. 1973 ch. 693,

§5161. Binding Natur
Decree.

A custody decree rer
this state which had ju
tion 5152 binds all par
served in this state or n
with Section 5154 or wh
the jurisdiction of the
been given an opportun
these parties the custo
sive as to all issues of l
and as to the custody
unless and until that de
fied pursuant to law,
sions of this title.

Leg.H. 1973 ch. 693.

§5162. Enforcement o
of Other States.

The courts of this st
and enforce an initial or
of a court of another s
sumed jurisdiction unc
sions substantially in a
title or which was mad
cumstances meeting
standards of the title, s
has not been modified
jurisdictional standards
lar to those of this title.

Leg.H. 1973 ch. 693.

§5163. Modification of
of Another State.

(1) If a court of anoth
custody decree, a court o
modify that decree unle
the court of this state th
rendered the decree does
diction under jurisdict
substantially in accorda
has declined to assur
modify the decree and (
state has jurisdiction.

(2) If a court of this
under subdivison (1) ar
modify a custody decree
shall give due consider
script of the record and
all previous proceedings
accordance with Section

Leg.H. 1973 ch. 693.

KK-3-A-8

Copy of affidavit

I, Karen Layton, being duly sworn hereby declare:

I was told by Sir Lionel Luckhoo, Senior Counsel Barrister-At-Law, that money had passed in the Guyana court to assist the expeditious execution of orders against Jim Jones. He also said that Clarence Hughes, the attorney representing Jeffrey Haas who claims to be representing Grace Stoen, stated, "I hope this goes on forever, I'll be a very rich man."

Sir Lionel said on several occasions that there is "very big money behind this. He also said he was positive that Burch-Smith (who deals with the passing of court orders) was given money. Burch-Smith would not issue court records which Sir Lionel was legally entitled to when Sir Lionel first applied for them.

Karen Layton

KK-3-A-9

FROM: PAULA

SUBJECT: CONVERSATION WITH LUCKHOO

1. HE CALLED MONDAY JAN 23 TO SAY THAT HE COULD NOT GIVE DETAILS, BUT IT CAME FROM THE TOP, THAT WE ARE NOT TO DISCUSS WITH ANYONE GOVERNMENT'S SUPPORT FOR US IN THESE CUSTODY CASES. HE SAID, "ESPECIALLY NOT WITH THE AMERICANS AND DICK McCOY."

I TOLD LIONEL WE HADN'T GONE AND THAT FROM THE START McCOY WAS SAYING THAT HE WAS GETTING INVOLVED BECAUSE AS [illegible] GOVERNMENT WAS LEANING TOWARDS US. I SAID McCOY IS TRYING TO START SOMETHING TO MAKE IT [illegible] FOR US, THAT WE HAVE NEVER DISCUSSED [illegible] WITH HIM. LIONEL SAID HE EXPLAINED THAT WE WERE NOT DOING SO, TO THE MAN HE SPOKE WITH BUT HE SAID HE [illegible] WANTED US TO BE CAUTIOUS TO NOT STEP ON THE GOLDEN GOOSE (OR SOME SUCH ANECDOTE). LIONEL WAS VERY OPTIMISTIC AND SEEMED MORE CONFIDENT ABOUT GOVERNMENT'S SUPPORT AND HE PLEADED THAT IT WAS THE PRIME MINISTER HE SPOKE WITH.

VARIOUS CONCLUSIONS OR OPINIONS ARE AS FOLLOWS:

KK-3-A-10

1. — WE ARE STILL PREPARED FOR BOTH

HAVING AN OUT BY STATING WE BROUGHT IT ON OUR-
SELVES. THIS IS A POSSIBILITY — NOT A CONCLUSION

(B) U.S. EMBASSY IS USING DEVISIVE MEANS TO REACH THEIR RESULTS BY STATING WE ARE BRAGGING ABOUT GOVT SUPPORT

(C) FRED WILLS HAS TOLD THE P.M. SOMETHING ABOUT US BEING DIFFICULT

(D) BONNIE MANN HAS TOLD THE P.M. THAT WE ARE BRAGGING GOVT SUPPORT AND PERHAPS WE ARE BEING WARNED TO NOT TALK TO MANN BECAUSE OF HIS ALLIANCE WITH THE U.S; OR McCOY IS TELLING MANN WE BRAGGED GOVT SUPPORT AND MANN WENT TO THE P.M.

KC-3-A-11

Though we cannot accept less than a full Resolution – for our info

- What exactly is the proceedure for getting a stay pending appeal – is it a matter of requesting it or is it automatically granted? Or just what are the grounds of criteria or proceedure for getting it?

- In what kinds of cases are such stays denied?

[redacted]

Judge Unaccomodating
12:30 Making such a long time on this J pilavering

Luckhoo HE ASKED US WHY THE JUDGE WAS SO UNACCOMODATING AND WOULD WILLS KNOW THAT/ WE ASKED FOR CLARIFICATION AND HE SAID THE JUDGE WAS TAKING SUCH A LONG TIME ABOUT IT (WILLS SAID LATER THAT THE JUDGE WAS TIED UP IN ANOTHER MATTER RELATING TO THE COURTS, SUPREME COURT MATTER BUT HE, WILLS, WAS GOING TO EXPEDITE IT BECAUSE OF JJ'S HEALTH

KK-3-A-12

Let me set out the position as you are under some misconceptions... The Orders made by the Judge without service on Jim Jones are:-

① Child be taken (into custody) and made Ward of Court i.e. Court to decide who shall hold child until issues determined

② Proceedings for Contempt granted against Jim Jones i.e. Have him arrested & brought before Court

Now these Orders are made and we could only challenge them if we had someone joined in the proceedings, as Jim Jones was not a party to the proceedings.

To do so we sought to have Joyce Touchette joined since she was a person entitled to Custody of the Child

The Court after 5 days of arguments Agreed that Joyce should be joined.

Thereafter we sought to have the Judge declare his own Orders a nullity - i.e. void. This would relate to ① & ② above. This has been argued at length, & on this he has reserved decision.

The position then is that at this stage There is No Stay The Appeal to the Judge to wipe out his Orders is not a stay But they (Stevens) could proceed no further as no papers were served on Jim Jones nor was the child Taken;

So then if the Judge does NOT agree that his Orders should go, we are in the same position. If we then ask for a STAY he is unlikely to grant it. Since, however, the status continues of No Service, nothing can or will be done. They must worry, not us.

If we are refused our application, we will then proceed to appeal to the Full Court of the High Court. And if we fail there we go to the Court of Appeal (the final Court)

We need have done nothing & Grace could go no further as the Judge's Orders are not implemented, but to clear Jim Jones from an Order made without service on him we have taken out this Summons to wipe the slate clean.

KK-3-A-13

[signature] 7/2/78

TO: HILL

FROM: MARY RUTH

SUBJECT: INTERPRETATION OF THE LAW REGARDING REGIONALISM
(FROM THE LEGAL PERSPECTIVE OF ERIC CLARKE)

1. Purpose of the act which the order falls under is to fulfill the same function for the North West District as town and country planning act does for these (Georgetown) areas. (e.g. extend building, erect new buildings, put garage in yard, concrete bridge, etc. — all must go through town and country planning)
2. He doubted that the necessary committees have been set up to look into these matters, but that the above is the purpose of the order. In other words, we could continue to build as we always have, until they ask us to do differently, but jsut like any city council, they have a measure of control over city planning. Of course, we should be able to petition to have at least two representatives sit in on the committees which will be formed as things get more organized up there. In other words, he said to continue as we were before.
3. He said that we are included in the act and he sought other opinions, and they seem to think more strongly that the act includes us. I would have to check further to get other opinions. It seems that there might be some question as to whether it applies to us or not, which means that I won't be able to get any clear/cut answer.

KK-3-A-14

M E M O R A N D U M

TO: Mr. Lloyd Lumhee, S.C.

FROM: Sir Lionel Lumhee, S.C.

DATE: 9th January, 1978.

SUBJECT: Habeas Corpus Proceedings.

G.L.

The Judge has asked this question. Since on the 30th August, 1977, Grace Stoen withdrew the authority to Joyce Touchette to have custody, care and control of the child, and on the 6th October, 1977, Joyce Touchette was joined in the Summons for a declaration to have all the Orders deemed a nullity and since on the 14th October, 1977, Grace Stoen informed Joyce Touchette of the revocation of her authority and since the authority is now withdrawn .... DOES THIS BRING AN END TO THE CASE BEFORE ME? He said he will hear me later on this.

Hughes seizing upon this approach states that Grace Stoen on our application is entitled to have an Order against Joyce Touchette for the immediate delivery of the infant to her as the authority was revoked by Deed, executed on the 30th August, 1977 and Joyce Touchette was informed of this on the 14th October, 1977.

Bishop J. said, "What you are saying is since she is before the Court she is subject to whatever Orders the Court wishes to make?" Hughes replied, "Yes, the child should be brought to Court by Joyce Touchette and/or should be handed over to Grace Stoen and that Grace Stoen in her last affidavit, which is admitted, is asking (para. 22) for an Order against Joyce Touchette."

The Judge invited me to have Joyce Touchette swear to an affidavit in reply. I told him I do not think this was necessary for this was a continuing saga based upon a wrong premise. The Judge said I must confer with you to see whether we should file an affidavit sworn to by Joyce Touchette.

THE POSITION AS I SEE IT

We have brought a Summons in respect of Habeas Corpus proceedings No. 2584 of 1977. This relates to certain Orders adjudging Jim Jones to be in contempt. We have succeeded in respect of the first part of our Summons, in that Joyce Touchette is added and joined in the proceedings.

We have addressed the Court that the Orders made on the 6th, 8th and 10th September, 1977 be declared void and/or a nullity and of no effect and should be set aside ex debito

2/.... KK-3-A-15

justitiae. We further seek a declaration that the procedure in respect of the service of the Writ and/or the alleged making of John Stoen a Ward of Court and/or to commence proceedings against Jim Jones are all irregular, and finally we seek a declaration that the proceedings by way of Writ of Habeas Corpus are bad in law.

We have argued all of these points. We have nothing further to add.

Hughes is seeking to have an Order made for the production of the child by Joyce Touchette. There is no substantive application for Habeas Corpus against Joyce Touchette before the Court. They have commenced proceedings of this nature before another Judge and that can take its own course. It would be improper for the Court to make any such Order against Joyce Touchette who is seeking to have Orders of this nature made against Jim Jones removed.

Hughes has made a grave error in stating that Joyce Touchette has admitted in her affidavit that she has physical custody of the child. What Joyce Touchette says is that she is entitled to custody under a Notarised Parental Consent document and she goes on to state that Jim Jones and others also have care, custody, supervision and control of the child.

It is a simple matter for Joyce Touchette, if served with Habeas Corpus papers to declare what is in fact true, that she does not have physical custody of the child although she was once entitled to the child.

I do not think we should into the fatal error of seeking to have Joyce Touchette swear to any further affidavit.

IT IS NOW A QUESTION OF LAW NOT OF FACT THAT ON THE BASIS OF THE DOCUMENTS BEFORE THE COURT AT THE TIME WHEN THE ORDERS OF 6TH, 8TH AND 10TH SEPTEMBER, 1977 WERE MADE, THE JUDGE HAD NO RIGHT TO MAKE ANY SUCH ORDER. THE JUDGE MUST RULE EITHER BY ENTERTAINING OUR SUMMONS OR BY DISMISSING IT AND NOTHING MORE.

KK-3-A-16

S U B M I S S I O N S

Re: Habeas Corpus Proceedings.

1. Application was bad.

The original application was not supported by affidavit of Grace Stoen.

Atkins Vol. 14 p. 39, 60:

Mother should have sworn to affidavit.

Atkins p. 8:

Where person restrained as a minor, application may be made by parent. guardian or local authority. Only affidavit properly before the Court was that of Haas.

Halsbury Vol. 11 p. 37:

Any person who is legally entitled may initiate proceedings but such application (p. 39) must be accompanied by an affidavit. Haas was not entitled to the custody and his affidavit was unsupported at the time of the making of the Orders. Haas merely purported to be the lawful attorney of Grace Stoen.

Encyclopedia Laws of England Vol. 6 p. 137:

Child has to be handed over personally to parent. There was then no affidavit of Grace Stoen.

The result: Since application was bad, then all that flows from it is a nullity.

2. Service was bad:

Annual Practice Order 54 Rule 6:

Writ must be served personally on the person to whom it is directed, it is only if this is impossible then service on an agent can be made at the place where the person restrained is confined. No proof on record on impossibility of service on Jim Jones.

There was an attempted service but no proof that this was at the place where the minor was confined. There is no provision for affixing on building. The record does not establish impossibility of service personally.

No prima facie case made out for Writ to issue and there were material non diclosures which would void the Writ issue. As for example, the Deed giving custody to Joyce Touchette and others, was not referred to in HaasI affidavit. On this ground alone the Orders should be revoked.

Halsbury Vol. 11 p. 33:

Irregularities cannot be waived.

KK-3-A-17

2/.....

Since when does a person have a rt. to go thru interrog.

Barlow - not on Nick coming

The result: Orders are a nullity.

2. Since Joyce Touchette is joined, Grace Stoon's affidavit has been admitted. This respectfully contended, cannot be looked at to cure any defects when Orders of 6th, 8th and 10th September, 1977 made. It is what the position was then when Orders were made, not what it is now.

The Orders presently sought by Mr. Hughes cannot be entertained for Joyce Touchette to be called on to produce the child. Grace Stoen has commenced fresh proceedings against Joyce Touchette not before this Court and respectfully contend it would be improper for any such Orders to be made by this Court against Joyce Touchette on Joyce Touchette's present application which is before the Court, and which application we ask the Court to rule on - vis that the Orders of 6th, 8th and 10th September are a nullity.

It is a question of law as to whether what the learned Trial Judge had before him on the 6th, 8th and 10th September, 1977 would entitle the Orders to be made. This is the sole matter for the determination of the Court.

Of Counsel.

All authorities = Cases = & References were tendered when we first presented our case & are not repeated here

KK-3-A-18

Americans calling him all day
to influence. Not going to allow anyone
to " him or hell take
stern steps.

Hughes already started proceedings
ag Joyce et al.

If any paper served. bring to Lionell.
Only entit to custody not nec. one who
has cus. H.C. issued only ag one who
has cus.

Asked Joyce T to bring child to ct or reply
to affad that. If served she has
no physical custody tho she was entit.

Can't go any further. Can't force.
Only if someone admits they have custody.
whatever judge decides his subj. to fall ct
It's on appeal
Has to rt & think about
Using present knowledge as to past pts.
Grace Stoen affad was an proceeding - not
tenable here.

Let J J come to G/Town. Nothing to be served
registrar told Lionel that.

Separate proceeding ag. Joyce

Not accepting any service
Nothing to worry about.
When they make the order for the child

Never made full disclosure that
they gave custody orders - Equitable remedy
Ducked facts until last moment.
Can't produce something she doesn't have.

KK-3-A-19

MAJOR LEGAL PROBLEMS

1. APOSTOLIC CORP.

THIS MAY BE A SIGNIFICANT PROBLEM IF AUDITED BECAUSE OF THE MINGLING OF CHURCH AND APOSTOLIC FUNDS, AND OF INSUFFICIENT RECORD KEEPING, AND THE PERSONALITIES INVOLVED. RECORDS NEED TO BE BUILT AND A TAX RETURN FILED FOR 1976 AND 1977 (2 months). WE COULD BE FACING, AFTER AUDIT, A TAX BILL OF UP TO $50,100 DEPENDING ON HOW THE SITUATION IS CONSTRUED BY THE TAX AGENCY. WE WILL FILE A NO TAX DUE RETURN BASED UPON OUR VIEW, AND THEN WILL JUST HAVE TO WAIT AND SEE IF IT IS AUDITED. THE BIGGEST PROBLEM WILL BE TO GET TISH TO COMPLETE IT.

2. SOCIAL SECURITY

THERE IS THE POTENTIAL THAT THEY WILL TRY TO MAKE A CASE TO REDUCE OUR PEOPLES SSI / DIR CHECKS BY 1/3 BECAUSE OF COMINGLING OF FUNDS. SUBSIDY. THEY WOULD HAVE TO DO A LOT OF INVESTIGATION. AS OF NOW THEY ARE COOPERATING WITH US, AND IN FACT OUR

KK-3-A-20

OUTSTANDING BACK CHECKS HAVE BEEN REDUCED BY 2/3 IN THE LAST 30 DAYS. OF COURSE, THE LONGER OUR COMMUNAL STRUCTURE IS OPERATED, THE LONGER OUR EXPOSURE TO INVESTIGATION, ETC.

3. LIFE CARE

WITH RESPECT TO PERSONS OVER 60 years OF AGE, ANY AGREEMENT (THIS CAN BE QUITE INFORMAL) TO PROVIDE CARE FOR MORE THAN 1 year REQUIRES A LICENSE AND ETC. I AM SURE THESE RULES APPLY TO OUR SITUATION. THERE WILL NOT BE AN INVESTIGATION UNLESS SOME SENIOR WHO DONATED A HOUSE, OR SUBSTANTIAL FUNDS, COMPLAINS. IF WE DO HAVE A COMPLAINT MY ADVICE WOULD BE TO OFFER TO RETURN THE FUNDS RECEIVED, IF ON A HOUSE SALE (LESS REHABILITATION COST). I DOUBT IF THERE WOULD BE ANY LEGAL ACTION IF THAT WERE DONE. THE BEST REMEDY IS TO GET THOSE WHO MAKE SUBSTANTIAL DONATIONS HERE AS SOON AS POSSIBLE.

KK-3-A-21

4. TAX - ATTACK ON CHURCH EXEMPTION

THIS WOULD BE A LONG, DRAWN OUT AFFAIR. WE WOULD HAVE NOTICE OF INVESTIGATION & ETC. ULTIMATELY THEY WILL (IF THEY DECIDE TO TERMINATE TAX EXEMPTION) DO AN ASSESSMENT AND GIVE US NOTICE OF TAX DUE. IF THIS COMES ABOUT, THE FIGURE WOULD BE LARGE, ON THE ORDER OF 40-50% OF OUR BANKED INCOME FOR THE YEARS QUESTIONED. ON FAILURE TO PAY, THE WOULD TIE UP OUR ASSETS THEN. I DO NOT HAVE A CLEAR UNDERSTANDING HOW LONG THIS WOULD TAKE, BUT SURELY AT LEAST A YEAR FROM THE START OF FORMAL INVESTIGATION, AND LIKELY MUCH LONGER. OUR BIGGEST PROBLEM IS THE LACK OF BOOKS & RECORDS OF OUR CHURCH FINANCES ... WE HAVE OUR PLAN TO DEAL WITH THAT; AND I'LL START SOME SORT OF BOOKS GOING AGAIN. OUR BEST APPROACH TO THIS IS TO CONTINUE CHURCH OPERATION IN U.S. ON A MODEST BASIS AND TO STAY OUT OF POLITICAL ACTIVITY.

KK-3-A-22

5. FINANCIAL ARRANGEMENTS

THERE IS AN IMMEDIATE ~~STORAGE~~ REPORTING ISSUE WITH RESPECT TO ALL WHO CAN EXERCISE "CONTROL". THE NEXT ISSUE IS WITH RESPECT TO ANNUAL TAX RETURNS - 1976 / 1977 FOR WHO FILES THEM. NOTHING TO BE DONE. THIS IS AN ASSUMED RISK. MY FEELING IS THAT THIS WOULD COME TO OFFICIAL ATTENTION, IF AT ALL, BASED UPON EITHER (1) AN IRS AUDIT OF OUR CT. BANK ACCOUNTS, OR (2) AN INTELLIGENCE AGENCY INVESTIGATION. OUR ONLY FINAL REMEDY FOR THIS, UNLESS WE WISH TO DISCLOSE, IS TO KEEP AFFECTED PERSONS OUT OF THE U.S. I FEEL THAT THE UTILIZATION OF CHURCH FUNDS IN THE AGRICULTURAL PROJECT IS ENTIRELY LEGAL.

6. INDIVIDUAL PROBLEMS

PROBATIONERS AND FOSTER CHILDREN. THESE, IN THE SENSE OF OUR ABILITY TO GET THEM OVERSEAS LEGALLY, DEPEND TO A LARGE EXTENT ON OUR COMMUNITY IMAGE. IF THE ESTABLISHMENT FEELS WE ARE O.K. THEY CAN BE WORKED WITH. IT IS ALL DISCRETIONARY.

WITH RESPECT TO CHILD CUSTODY,

KK-3-A-23

MARRIAGES AND EX-MARRIAGE PARTNERS

AS DISCUSSED, THESE CAN ONLY BE ARRANGED BY those PEOPLE COMING AT THEMSELVES WITH THEIR CHILDREN. WE SHOULD HAVE AS LITTLE ORGANIZATIONAL CONTACT AS POSSIBLE WITH THESE ARRANGEMENTS.

7. THE ROSE ISSUE

I DO NOT KNOW HOW TO EVALUATE THIS, BUT I FEEL IT TO BE A REAL, PRESENT RISK IN VIEW OF WHO MAY BE TALKING. IT MAY WELL DEPEND UPON THEIR ABILITY TO ESTABLISH HOW THE EVENT OCCURRED BECAUSE THAT MUST BE DONE AT TRIAL BEFORE ANY ADMISSION OF RESPONSIBILITY CAN BE INTRODUCED.

I REMEMBER, IN THIS CONTEXT, THE OLD ADAGE APPLICABLE TO LEGAL EXPERTS, THAT "FIGURES DON'T LIE, BUT LIARS FIGURE"

KK-3-A-24

SUBJECT RYMUR

FILE NUMBER BUFILE 89-4286

SECTION NUMBER

SERIALS BULKY 2233

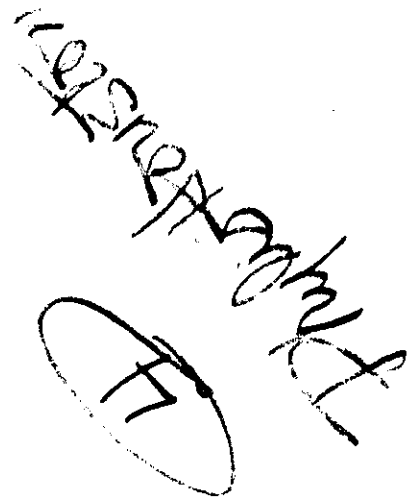
TOTAL PAGES 35

PAGES RELEASED 35

EXEMPTION(S) USED NONE

KK-4 LEGAL - PHYLLIS HOUSTON

H. PHYLIS HOUSTON



LEO FRIED
ATTORNEY AT LAW
GHIRARDELLI SQUARE
CHOCOLATE BUILDING, SUITE D402
900 NORTH POINT (AT POLK)
SAN FRANCISCO, CALIFORNIA 94109

TELEPHONE
AREA CODE 415
441-1211

December 5, 1977

Ms. Phyllis D. Houston
P. O. Box 6143
San Francisco, California 94101

RE: Shaw v. Southern Pacific Transportation Co., et al.

Dear Ms. Houston:

Enclosed, pursuant to your request, you will please find a copy of your deposition.

Very truly yours,

LEO FRIED

LF/vjb
Enclosure

RK4A1

COPY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

JOYCE CABLE SHAW, Special Administratrix of the Estate of ROBERT HOUSTON, JR., Deceased, Plaintiff,	)	No. 719-595
vs.	)	
SOUTHERN PACIFIC TRANSPORTATION COMPANY et al., Defendants.	)	

DEPOSITION

OF

PHYLLIS DIANE HOUSTON

Wednesday, November 2, 1977

Reported by:
Judith Ann Ossa, CSR
Cert. #2310

HARRY A. CANNON, INC.
Certified Reporters and Notaries
582 MARKET STREET - SUITE 2000
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-7421

KK4A2

I N D E X

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592 MARKET STREET
SAN FRANCISCO

HARRY A. CANNON, INC.
DEPOSITIONS - NOTARIES

TELEPHONE
391-7421

BE IT REMEMBERED that, pursuant to Notice, and on Wednesday, November 2, 1977, commencing at the hour of 10:10 o'clock a.m. thereon, at the offices of John Corrigan, Esq., One Market Street, Suite 847, San Francisco, California 94105, before me, Judith Ann Ossa, a Certified Shorthand Reporter and Notary Public in and for the State of California, personally appeared

PHYLLIS DIANE HOUSTON,

called as a witness by defendants, who, being by me first duly sworn, was thereupon examined and testified as hereinafter set forth.

- - -

LEO FRIED, Esq., Chocolate Building, 4th Floor, Ghiradelli Square, 900 North Point, San Francisco, California 94109, appeared as counsel on behalf of plaintiff; and

JOHN J. CORRIGAN, ESq., Southern Pacific Building, One Market Plaza, Suite 847, San Francisco, California 94105, appeared as counsel on behalf of defendants Southern Pacific Transportation Company and Atlantic Coast Line.

- - -

PHYLLIS DIANE HOUSTON,

having been first duly sworn, testified as follows:

EXAMINATION BY MR. CORRIGAN:

Q. Is it Mrs., Miss or Ms. Houston? How shall I address you?

A. I usually say Ms, M-s.

Q. Ms. Houston, my name is John Corrigan. I'm an attorney and I represent the Southern Pacific Transportation Company and the Atlantic Coast Line Railroad in a lawsuit entitled Joyce Cable Shaw, et al. vs. Southern Pacific, et al., which was filed as a result of the death of Robert Houston, which occurred on October 5th, 1976, if my notes are correct.

I am going to ask you some questions and your answers are under oath. Do you understand that?

A. Yes, I do.

Q. When we are done and the Reporter transcribes all this, there will be a little booklet called a deposition. It will look like one of these (indicating) and it will have your testimony in it.

You can then read it and correct it, if you want. In order to avoid correcting it, which doesn't help you, you should listen to the questions I ask and if they are unclear, tell me they are unclear, if you think they are unclear. If you don't hear them or you don't understand them, you let me know so that I can rephrase them or repeat them to make it easy for you. Okay?

A. Yes.

Q. You will have to answer out loud. You can't shake your head. Otherwise it won't get in the record.

Do you understand that?

A. Yes.

Q. Now, what is your full name?

A. Phyllis Diane Houston.

Q. Where do you live?

A. 1859 Geary Street.

Q. What is your date of birth?

A. March 26, 1944.

Q. That makes you 33?

A. That's correct.

Q. How long have you lived at your present address?

A. Let me see. About eight months -- six months.

Q. What was your last address prior to that time?

A. 998 Divisadero.

Q. How long did you live there?

A. About six months.

Q. And could you give me one more address?

MR. FRIED: Prior to Divisadero?

MR. CORRIGAN: Yes.

THE WITNESS: 1450 Nob Hill Road.

MR. CORRIGAN: Q. In San Francisco?

A. No, that's in Ukiah.

Q. How long did you live there?

A. About two years.

Q. So you were living at the Nob Hill Road address or were you living at the Nob Hill Road address when Mr.

1 Houston died or were you living on Divisadero?
2 A. No, I was living in Ukiah.
3 Q. Now, where were you born?
4 A. San Diego, California.
5 Q. And how much schooling did you have?
6 A. I've had two years of college.
7 Q. Where?
8 A. At Santa Rosa J. C. and at Mendocino Community
9 College.
10 Q. Was that immediately after high school or some
11 time later?
12 A. No, that was some time later I attended Santa
13 Rosa. I went to San Jose State University for one semester
14 immediately after high school.
15 Q. Some place along the line did you marry Robert
16 Houston?
17 A. Yes.
18 Q. When?
19 A. In March of 1963.
20 Q. And where did you meet him?
21 A. In high school.
22 Q. And what high school was that, San Bruno?
23 A. Yes. Capuchino High School.
24 Q. Of course, you were born in San Diego. When did
25 you move up this way?
26 A. My parents moved to the Bay Area about 1946.
27 Q. When did you graduate from high school?
28 A. 1962.

Q. Now, were you and Robert the same age?

A. No, he was a year older than I.

Q. He went on to Cal; is that correct?

A. That's correct.

Q. And where were you married?

A. In Port Chicago, California.

Q. Then did you live on campus, the two of you?

A. We lived in -- Shortly after we were married, we lived in the University Housing in Albany.

Q. Did he have a job then?

A. Yes.

Q. What did he do?

A. He worked part-time for the railroad.

Q. He first went to work for the railroad when he was in college; is that correct?

A. Yes.

Q. Do you know where he worked for the railroad?

A. In San Francisco.

Q. Were you employed then?

A. No, I was not.

Q. Some place along the way did the two of you have children?

A. That's correct.

Q. Their names and their date of birth?

A. Okay. Patricia Diane was born on October 2nd, 1963.

Q. That's Patricia?

A. Yes. And Judy Lynn was born November 9th, 1964.

Q. And those are the two children you have?

A. Yes.

Q. That would make them what, 14 --

A. And almost 13.

Q. Fourteen would be Patricia now?

A. Yes.

Q. And Judy Lynn would be eight next week?

A. She will be 13 next week.

MR. FRIED: Thirteen.

THE WITNESS: There's just a year difference in their ages.

MR. CORRIGAN: Q. Oh, did you say Judy Lynn was born in '64?

A. Yes.

Q. Okay. Thirteen.

They were born when you were living in student housing?

A. Well, there was a brief period after we were married before we got into the student housing. I think that Patricia was born during that time. And just shortly after that we moved into the student housing and Judy was born when we lived there.

Q. Did you live there the whole time he was in college?

A. Until he graduated from UC, which was in '66, I think.

Q. Did he work for the railroad?

A. During that time?

Q. During that time.

A. Yes.

Q. Did he work nights?

A. Yes. I think he worked what they call an extra board so the shifts were not necessarily always regular.

Q. When he graduated in 1966 --What did he study in college?

A. Music education.

Q. Did you work while he was going to school at all?

A. Not until after '66.

Q. Where did you first work after '66?

A. I worked for the California Physicians Service.

Q. Where?

A. In San Francisco.

Q. How long did you work there?

A. Let me see. It was a year and a half to two years.

Q. Doing what?

A. I was a medical claims auditor.

Q. Now, after he graduated from college, did he get some job other than the railroad?

A. Well, he continued his education in San Francisco State College.

Q. And what did he take up there?

A. He was taking graduate courses for his teaching credential.

Q. Did he get his teaching credential?

A. Yes, he did.

Q. After he got his teaching credential, what did he

do?

A. Then he accepted a job with the Ukiah Unified School District in the Ukiah area.

Q. When was that?

A. That was in '68.

Q. And what was his job?

A. He was a teacher, music teacher.

Q. So you all moved up to Ukiah?

A. Yes.

Q. He left the railroad?

A. Yes.

Q. How long did he teach up there?

A. He taught school for one -- one school year.

Q. Why did he stop?

A. He chose to resign.

Q. Why?

A. I'm not really clear on the exact reasons.

Q. He didn't like it or what?

A. Yes. There was some conflict he felt, I think, between his ideas of teaching in a rural area rather than what he'd been accustomed to.

Q. Was he fired?

A. No, he was not.

Q. After that, where did he go to work?

A. Then he went to work at the Mendocino State Hospital.

Q. Doing what?

A. He was a music therapist.

Q. For how long?

A. Until the hospital closed down. And I forget when that was exactly. It was a year or so, I suppose.

Q. Do you know what he was making there?

A. I don't remember.

Q. Then after Mendocino State Hospital, where did he go?

A. He went to work as a sales representative for Xerox.

Q. Still in the Ukiah area?

A. Yes.

Q. How long did he do that?

A. I'm afraid I don't remember.

Q. And then where did he go after that? Did he leave there and come back to San Francisco?

A. The chronology I'm not really clear of in my mind. I'm not sure exactly. I think he worked for Valley Enterprises or Valley Publishing for awhile.

Q. Where is that?

A. That was in the Ukiah area also.

Q. Did the two of you get divorced someplace along the line?

A. Yes.

Q. When?

A. Our divorce was final in September of 1974.

Q. Where was he living then?

A. He was living in Ukiah.

Q. When the divorce became final?

A. Yes.

Q. You were divorced in Mendocino County?

A. Yes.

Q. In the court house there?

A. Yes.

Q. After the divorce, did he move down here?

A. There was some -- As I recall, there was some period of time when he remained in the Ukiah area. Again, I'm not -- you know, I'm not really certain how the turn of events proceeded.

Q. Did you leave Ukiah before or after he left Ukiah?

A. I left after.

Q. How much after?

A. A couple of years.

Q. Now, did you remarry?

A. No.

Q. How long after your divorce became final did he remarry?

A. I don't know.

Q. Did he meet his second wife up there?

A. Yes.

Q. Just generally speaking, what were the reasons for your divorce?

A. Well, we just didn't get along. He had seemed to be interested in her also.

Q. Oh, this relationship developed before your divorce?

A. Yes. We were not getting along.

Q. Some time when you were up in Ukiah there, did you folks join the People's Church?

A. Yes.

Q. When was that?

A. In the spring of '69.

Q. And have you been a member ever since?

A. Yes.

Q. Was there a period of time before the divorce action was filed when you were separated?

A. We were separated for a time and then we went back together again and then we were separated about the time that the divorce action was filed.

Q. Who took custody of the children when you separated?

A. I did.

Q. And at some later point in time, did you give the custody of the children to him?

A. Yes.

Q. When was that?

A. That was in January of seventy -- '75.

Q. So you just had the children from the divorce period, whenever the divorce in '74, to January of '75; is that it?

A. Yes.

Q. And you remained in Ukiah and the children came down here to live with him?

A. That's correct.

Q. And had he remarried by that time?

A. Yes.

Q. Did his new wife adopt the children?

A. No.

Q. She never adopted the children?

A. No.

Q. Why did you give custody of the children to him?

A. Well, there was a number of reasons. One was that one of the children has an eye condition where she needed treatment periodically here in San Francisco. It was not available there.

Another reason was that I felt that the schools were much better in San Francisco. And also our relationship was amiable and agreeable and I just felt they would be better off down here.

Q. So even though you were divorced, you were still friends; is that it?

A. Oh, yes.

Q. I understand you went up to Ukiah in '68 but you joined the People's Church in '69?

A. Yes.

Q. And you got divorced in '74 and he came down here; is that right?

A. Like I say, yes. That must be, yes. That's right.

Q. I am interested now in the time between when you joined the People's Church in '69 until the divorce in '74, that period of time. Okay?

A. Okay.

1 Q. Did he contribute money that he earned to the
2 Church during that period?
3 A. Yes.
4 Q. How much of his income did he give to the Church?
5 A. Oh, I wouldn't remember that. I don't know.
6 Q. I mean was it a lot in terms of half, a quarter or
7 just a few dollars a month?
8 A. It was quite a bit. The exact percentage, perhaps,
9 a third, perhaps a quarter. I don't know exactly.
10 Q. You weren't employed during that period of time?
11 A. I was employed in -- let me see -- '70 -- '72.
12 Q. Doing what?
13 A. I was a telephone operator.
14 Q. Now, the man who is the head of the Church is a
15 man named James Jones; is that his name?
16 A. That's correct.
17 Q. Did you or do you know him personally?
18 A. Yes.
19 Q. Did your husband?
20 A. Yes.
21 Q. Now, when you were working, did you contribute,
22 while you were still in Ukiah, a portion of your income to
23 the Church?
24 A. Yes.
25 Q. Did you have any arrangement during that period of
26 time wherein you would give money to the Church and then
27 they would, in turn, give you back what you needed in the
28 way of goods and services?

A. Generally, I would pay in -- I just budgeted my money so that if I needed something. If there was any extra expense, of course, then that would be underwritten by the Church.

So if there was an unusual medical bill or something of that sort, then the Church underwrote that. But insofar as any arrangement, I gave whatever I felt to give.

Q. What is the largest percentage of your income you ever gave in one month, do you know?

A. A third, I would say.

Q. How about your husband, the largest he ever gave while he was in the Ukiah area?

A. About the same.

Q. Did the Church supply you with any goods and services in return for what you were giving the Church other than underwriting major medical bills that you might have? Did they give you food, did they give you anything like that?

A. Yes. Yes. It didn't depend upon what we gave, though.

Q. Were you involved in the travels during that period of time and was your husband down to Los Angeles in the formation of the People's Church down there?

A. Yes.

Q. How often would you go down there?

A. Let me see. At tht time, the frequency varied. And so it would depend on that somewhat. It was whenever they went. Maybe once every two or three months at that

1 point.

2 Q. After you were divorced and he came down here, he

3 was still a member of the Church; right?

4 A. Yes.

5 Q. When did you come down here?

6 A. I moved down here immediately after his death.

7 Q. Why?

8 A. To take care of the children.

9 Q. Did Miss Shaw not want to take care of the child-

10 ren?

11 A. She wasn't in San Francisco.

12 Q. Where was she?

13 A. In Ohio, I guess.

14 Q. How long had she been there?

15 A. Since the summer; July or August.

16 Q. And his death was in October?

17 A. That's correct.

18 Q. Who was looking after the girls all that time?

19 A. He, and there was another adult that was living at

20 his residence there, a Miss King.

21 Q. And how many children lived at the residence

22 besides the two girls?

23 A. Six, I believe.

24 Q. Six others?

25 A. I'm not certain.

26 Q. Where they multi-racial; some black children, some

27 white children?

28 A. Yes.

1 Q. And Mrs. King, was she a black lady, white lady,
2 Mexican lady, what? Do you know?
3 A. She was white.
4 Q. Now, what was your husband's relationship with
5 Mrs. King? Was she a housekeeper or what?
6 A. I think her primary thing was helping with the
7 children, taking care of the children.
8 Q. Was she a member of the Church?
9 A. Yes.
10 Q. How many bedrooms were in the house?
11 A. I don't remember. Several. It was a large flat.
12 Q. How long had she been living there when he died?
13 A. Well, she had been living there -- Goodness, I
14 don't even know. I know that she was living there when
15 they lived on San Bruno Avenue and then he moved over to
16 Sutter Street and she was living there. She was living
17 there when they were living at San Bruno as well.
18 Q. Did Joyce and Robert live in the house with Mrs.
19 King? Did they all live there at the same time?
20 A. Yes.
21 Q. And then Joyce went to Ohio?
22 A. Yes.
23 Q. And your husband, Mr. Houston, was left behind
24 with -- What was the lady's name again?
25 A. Mrs. King.
26 MR. FRIED: Mrs. King.
27 MR. CORRIGAN: Q. -- Mrs. King; right?
28 A. Yes.

GROUP INSURANCE PREMIUM STATEMENT

TO: AMERICAN LIFE INSURANCE COMPANY

POLICYHOLDER: [illegible] for the Month of: [illegible] 8

GROUP POLICY NO: [illegible] CURRENCY [illegible] Date Prepared: [illegible]

	LIFE		A. D. & D.		LOSS OF INCOME		HEALTH CLASS			HEALTH CLASS			HEALTH CLASS		
	# Lives	VOLUME OF INSURANCE	# Lives	VOLUME OF INSURANCE	# LIVES	VOLUME OF INSURANCE	2 Emp. only	2 Emp. & 1 Dep.	2 Emp. & Family	2 Emp. only	2 Emp. & 1 Dep.	2 Emp. & Family	2 Emp. only	2 Emp. & 1 Dep.	2 Emp. & Family
1. IN FORCE PREVIOUS MONTH							44		15						
2. ADDITIONS							–		–						
3. INCREASES															
4. SUB-TOTAL (1+2+3)							44		15						
5 TERMINATIONS															
6. DECREASES															
7. TOTAL IN FORCE (4–5–6)							44		15						
8. PREMIUM RATE		(Per 1000)		(Per 1000)		(Per 10)	1.34		11.24						
9. TOTAL PREMIUM (7×8)							110.96		165.60						
10 ADJUSTMENTS															
11. TOTAL PREMIUM DUE							359.56								

KK5F7

INSTRUCTIONS:

A. Use only section(s) applicable to your coverage(s)
B. Explain all changes on lines 2,3,5,6, & 10 on reverse side.
C. Attach Enrollment cards for new insureds.
D. If additional columns are needed carry forward on second form.
E. Indicate Back Premium Charges and Credits on Line 10 – "Adjustments" and explain in Remarks.

TOTAL PREMIUM DUE FOR ALL BENEFITS: $359.56

REMARKS:

1. Show Total Benefit
2. Show Number of Participants in Category for Lines 1 through 7.
3. For changes in Health Dependent C tegory show new category as "Additions" old category as "Terminations"

G 303

COMPLETE REVERSE SIDE FOR ALL CHANGES

1 Q. How old is Mrs. King?
2 A. I don't know her exact age.
3 Q. Is she in her early 30's?
4 A. Something like that.
5 Q. About the same age as your husband?
6 A. I guess. I don't -- I don't know.
7 Q. Would you describe her as a good-looking woman?
8 A. No.
9 Q. Would you describe her as a homely woman?
10 A. She's sort of medium.
11 Q. What?
12 A. She's sort of medium.
13 MR. FRIED: That's a hard question. I couldn't answer
14 a question like that.
15 MR. CORRIGAN: Q. Now, she took care of the children,
16 though, while Joyce was away and Mr. Houston was at work?
17 A. Yes.
18 Q. Now, did she work?
19 A. I don't know whether she did or not.
20 Q. Were any of those children her children?
21 A. No.
22 Q. How did Mr. Houston get all those children, those
23 six other children?
24 A. There were varying circumstances, as I understand
25 it. I don't know exactly.
26 Q. Through the People's Church did he get them?
27 A. Yes, they were members also.
28 Q. All the children were?

A. Yes.

Q. Now, did you see Mr. Houston from time to time while you were still up in Ukiah and he was down here after your divorce and before his death?

A. Oh, yes.

Q. Did he ever express to you that he was having difficulty in his relationship with Mrs. Shaw?

A. No.

Q. Do you have any information that perhaps they were going to be divorced?

A. No.

Q. Do you know what the reason for their marital separation was?

A. Not exactly, I sure don't.

Q. Do you know inexactly?

A. No, I just --

Q. What I want to know -- See, here is what is going through my mind. She is several months separated from him and she's in Ohio and he is here living with another woman. And what I want to know is was their marriage on the rocks?

A. Okay. I don't know. I don't think that there was any relationship between Bob and Mrs. King. Whether or not they had, you know, upsets or anything like that, I don't know.

Q. Now, after Robert died, you came down the next day, two days, how many days later to get the children?

A. Well, I was in Illinois when I heard of his death

and I was traveling with the Church at that time. And I immediately flew from there back here. And there was maybe 12 hours after I'd heard he'd died I arrived here.

Q. Are you active in the Church?

A. Yes.

Q. Do you have a job with the Church?

A. Well, I work. I'm part of the governing board of the Church.

Q. Do you have a title?

A. No.

Q. Are you paid by the Church?

A. No.

Q. Do you work outside the Church?

A. Yes.

Q. Where do you work?

A. I work for Hartford Steam Boiler Insurance Company.

Q. What do you do?

A. I'm learning to be a boiler inspector.

Q. How much of your income do you turn over to the Church?

A. Oh, let me see. It is not a set percentage. What I have done is turn over a lot of it, maybe half or maybe two-thirds, and then whatever I didn't need to live on.

Q. If you turn over half or two-thirds, what do you live on? Just what's left? Do you have your own apartment?

A. No, I live at the Church.

Q. For lack of a better word, do you live in a com-

1 mune there in the Church? I mean, can you explain --
2 A. It is a separate room.
3 Q. Well, I know that. I don't know, but you have your
4 own room?
5 A. Yes.
6 Q. Are there many people who live at the Church?
7 A. I wouldn't say so.
8 Q. How many?
9 A. I don't know exactly how many.
10 Q. More than five?
11 A. It's a large building.
12 Q. How many live at the Church?
13 A. Jees, more than five.
14 Q. Do they all have the basic arrangement that you
15 do, giving part of their income to the Church?
16 A. If they work, yes. I mean at a job that pays
17 money.
18 Q. And is there a community kitchen there in the
19 Church where you cook your meals?
20 A. Yes.
21 Q. And if you have a problem and need money, does the
22 Church take care of you then?
23 A. Yes.
24 Q. Now, after Robert left because of the divorce, he
25 had a similar arrangement with the Church while he was
26 living with Mrs. Shaw; isn't that right? He would give a
27 large percentage of his income to the Church or do you
28 know?

A. I don't know. I don't have any personal knowledge.

Q. Were you on the governing board then?

A. Not when the divorce occurred, no.

Q. You got on the governing board after your husband died and you came back here to San Francisco?

A. No. After the divorce, I said.

Q. Oh, you were on the governing board when you were up at Ukiah?

A. Yes.

Q. When did the Church move down here?

A. There's always been a large membership in San Francisco.

Q. Was it in Ukiah first or San Francisco first?

A. Well, it's in both places now.

Q. Where was it first?

A. I guess Ukiah first.

Q. Now, after you came back from Illinois, what did you do with the children? Did you take them to Ukiah to live with you?

A. No, I stayed in San Francisco.

Q. Where did you stay?

A. At 998 Divisadero.

Q. And what is that?

A. An apartment building.

Q. Did you have friends there?

A. Yes.

Q. And was that owned by the Church, 998 Divisadero?

A. No.

Q. Were these Church members?

A. Yes, acquaintances. There were Church members, yes.

Q. And they just made room for you?

A. I don't understand what you mean.

Q. I mean, here you are with two children. They made room for you at 998 Divisadero, the people who lived there; is that it?

MR. FRIED: I think she said it was an apartment.

MR. CORRIGAN: Q. Oh, you had your own apartment there?

A. Oh, yes.

Q. Oh, I thought you might have moved in with somebody.

A. Oh, no. I just lived, me and the two children.

Q. There was a man and the two children?

A. No, I said with me and the two children.

Q. Just you and the two children moved into the apartment at 998 Divisadero?

A. That's correct.

Q. And how long did the children and you live -- Well, you told me you lived at that address for about six months, you said?

A. Yes. Thinking about it, I think it was probably longer than that. Until -- let me see -- July. That's nearly 10 months. I'm sorry.

Q. At some point in time, did you separate from the children or did they separate from you? Did they go some

1 place?

2 MR. FRIED: What stage are you talking about?

3 MR. CORRIGAN: Q. After you moved to Divisadero --

4 Let me put it this way: Do you live with the children now?

5 A. No.

6 Q. When did you cease living with the children?

7 A. In August of this year.

8 Q. They lived with you at either the Divisadero ad-

9 dress or the Nob Hill Road address until that time; is that

10 right?

11 A. No. Nob Hill Road was in Ukiah.

12 Q. Right.

13 A. And they didn't live with me until I moved to San

14 Francisco, which was the Divisadero address.

15 Q. I am going the wrong direction.

16 They lived with you either at the Divisadero address

17 or the Geary Street address; is that correct?

18 A. That's correct.

19 Q. At some point in time while you were living at the

20 Geary Street address, they became separated from you;

21 right?

22 A. That's correct.

23 Q. Where did they go?

24 A. To Guyana,South America.

25 Q. To South America?

26 A. Yes.

27 Q. And who took them there?

28 A. They were taken there -- You want to know the

1 precise person that they traveled with?
2 Q. Yes.
3 A. Dorothy Rollins.
4 Q. Rollins?
5 A. Rollins.
6 Q. Who is she?
7 A. She is a friend of mine.
8 Q. Did you consent to have them go there?
9 A. Oh, certainly.
10 Q. What are they doing there?
11 A. They are living there. They are attending school.
12 Q. Does the Church have a colony there; is that the
13 idea?
14 A. That's correct.
15 Q. Reverend Jones is running it down there; is that
16 it?
17 A. That's correct.
18 Q. Who is looking after the children down there?
19 A. Dorothy Rollins, Joyce Touchette and Paule Adams.
20 Q. Now, did any of the other children that were liv-
21 ing with Mr. Houston when he died -- There were six other
22 children. You remember you told me about them?
23 A. Yes.
24 Q. Did any of those children go to Guyana?
25 A. Yes.
26 Q. How many?
27 A. I don't know. I know that there were other child-
28 ren that went to Guyana. Whether or not these particular

1 children went, I don't know.
2 Q. Did they go with their parents?
3 MR. FRIED: If you know.
4 THE WITNESS: As far as I know.
5 MR. CORRIGAN: Q. In your case, they didn't go with
6 you there. So what I'm trying to find out is, do you know
7 if there were other children who went to Guyana without
8 their parents?
9 MR. FRIED: If you don't know, tell him you don't know.
10 MR. CORRIGAN: Q. Do you know of other children who
11 went to Guyana who didn't go with their parents the same as
12 yours?
13 A. I don't know.
14 Q. Now, do you pay the Church to take care of the
15 children in Guyana?
16 A. Well, the children receive Social Security and
17 that goes.
18 Q. How much do they receive?
19 A. About 740.
20 Q. A month?
21 A. Yes.
22 Q. And that is given to the Church?
23 A. Yes.
24 Q. Now, do they receive that because their father
25 died or what is the reason?
26 A. I don't know about what the Social Security setup
27 is. I know that that was, oh, you know, the basis of the
28 claim.

1 You know, I went down. I said, "This is what hap-
2 pened." And they said, "Okay. This is what you get." And
3 I send that money to the children to take care of them.
4 Q. The Church gets the money?
5 A. Yes.
6 Q. Do you know if the Church down there is getting
7 money for other children under the same circumstances?
8 A. I have no idea.
9 Q. I thought you might know because you are on the
10 governing board.
11 A. I understand, but I don't.
12 Q. Now, did there come a time in your husband's mem-
13 bership in the Church when he had a falling out with the
14 Church or he left the Church before he died?
15 A. No.
16 Q. Did he have any violent disagreements with the
17 Church?
18 A. No.
19 Q. Do you know of anyone who might want to murder
20 him?
21 A. No.
22 Q. Do you have any reason to believe that he was
23 murdered?
24 A. No.
25 Q. Have you been contacted by the District Attorney's
26 office concerning homicide?
27 A. No.
28 MR. FRIED: Did you get the answer? The answer was

"No."

THE WITNESS: The answer was no. I'm sorry.

MR. CORRIGAN: Q. Do you know if he had any enemies in the Church?

A. No.

Q. To your knowledge, did he have any enemies?

A. Not to my knowledge.

MR. CORRIGAN: No other questions.

MR. FRIED: I haven't any at this time.

(Discussion off the record.)

MR. CORRIGAN: Q. What kind of health do the children enjoy?

A. Great.

Q. No problems?

A. No.

Q. They are both healthy?

A. Oh, yes.

Q. How have they done in school?

A. Very well.

Q. Do either of them have any chronic problems, oh, like wearing glasses, hard of hearing, anything like that?

A. One child wears glasses, yes.

MR. CORRIGAN: Okay. That's it.

EXAMINATION BY MR. FRIED:

Q. You said something about an eye that she had to see a doctor about?

A. Yes. She has ambiopia.

MR. CORRIGAN: Maybe I will ask you a few more

questions.

FURTHER EXAMINATION BY MR. CORRIGAN:

Q. Mr. Houston worked for the City and County of San Francisco at the same time he was working for the railroad when he died, is that right, or do you know that?

A. I don't know for sure.

Q. Did he have any health problems that you are aware of?

A. No.

MR. CORRIGAN: Okay. Thank you very much.

- - -

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

I hereby certify that the witness in the foregoing deposition named PHYLLIS DIANE HOUSTON was by me duly sworn to testify the truth, the whole truth, and nothing but the truth in the within-entitled cause, that said deposition was taken at the time and place therein stated; that the testimony of said witness was reported by me, JUDITH ANN OSSA, a Certified Shorthand Reporter and disinterested person, and was thereafter transcribed into typewriting; and that the witness was given an opportunity to read and, if necessary, correct said deposition, and to subscribe the same.

And I further certify that I am not of counsel or attorney for either or any of the parties to said deposition, nor in any way interested in the outcome of the cause named in said caption.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this_____day of_____1977.

Judith Ann Ossa

OFFICIAL SEAL
JUDITH ANN OSSA
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires SEP 28, 1980

HARRY A. CANNON, INC.

Certified Reporters and Notaries

20TH FLOOR - HOBART BUILDING
582 MARKET STREET - SAN FRANCISCO, CALIFORNIA 94104
(415) 391-7421

November 14, 1977

Ms. Pjyllis Diana Houston
c/o Leo Fried, Esq.
4th Floor, Chocolate Building
Ghiradelli Square, 900 North Point
San Francisco, California 94109

In Re: Shaw et al. vs. Southern Pacific Transportation Company et al.

Dear Ms. Houston:

Pursuant to the provisions of 2019 (e) CCP, effective 1/7/77 and FRCP 30 (e), you are advised that your deposition in the above matter taken on November 2, 1977 is available at this office for your reading and signing, and the making of such corrections as you deem necessary.

In the event you have not read and signed your deposition by December 15, 1977, it will be filed with the Clerk of Court unsigned.

Very truly yours,

Harry A. Cannon, CSR
Notary Public

Invoice # 2-2658

Reporter: Judith Ann Ossa, CSR #2310

KK 4933

SUBJECT RYMUR

FILE NUMBER BUFILE 89-4286

SECTION NUMBER

SERIALS BULKY 2233

TOTAL PAGES 101

PAGES RELEASED 101

EXEMPTION(S) USED NONE

KK-5 LEGAL - INSURANCE

5. INSURANCE

5

BNWLIANCE

DATE	EXPLANATION	AMOUNT	BALANCE
11/11	Kamaka Store	⟨4000.00⟩	4000.00
11/11	Mr & Mrs Baldwin	100.00	3900.00
11/11	Lew Jones To Ridge Ø spent →		3,900.00
11/11	Procurement Money. GTown	⟨1,202.50⟩	5,602.50
11/14	From Joyce T. (petty cash)	⟨38.00⟩	5,640.50
11/11	3 cycles of BC Pills - Clinic	⟨14.20⟩	5,654.70
12/11	Trips for 4 on steamer	70.00	5,584.70

KK 5A2

Drafting P Lead Holder - 15 - $30.00
Ink Pens Reprodgraphic 1 Set - 30.00
Templates - Square - 5 - 14.45
" - Circles - 5 - 15.00
" - 5 Pon Electrical fixture - 16.00
" - 5 " Plumbing Fixture - 16.00
Compasses - 10 - 45.00
Triangles - 10 - 20.00
Triangle - 10 - 20.00
Protractors 360° - 10 - 15.00
Erasers - 10 - Pink Pearl - 12.00
Circle Compasses - 5 Set - 25.00
Drafting Paper - 500 Sheets - 200.00
Blue Print Machine - 1 - 100.00
Blue Print Paper - 300 sheets - 155.00

Proposed

KKSB

Jean

Re the new fire insurance policy

1. It matches all the properties insured on the previous policy, has deleted already sold properties, and has added on a few more properties which have yet to be sold and which werent insured before.

2. The limit of coverage is the same as the previous policy, $300,000.

3. We have double coverage, as we have always had to do on the RWV, SF temples and LA apartments - that was because one policy would not cover the full 100% so we always had to get two policys and they overlap. So, even though that current policy had run out as of June 14, 1978, we had a back-up policy which runs through 10/12/78-- if we had had a fire on ~~xxxxx~~ the SF temple or the RWV temple or ~~xxxxxxxx~~ LA apartments, we would have been insured for it. So it wasnt as if we had no insurance at all. Mayfield was lax though in alertin us, unless Mac knew about it all the time and didn't act til now. Mayfield has always been notoriously lax about notifying us; Harold and Tish always said they had trouble with him.

June
8/27

KK5C3

Mayfield
Insurance
P. O. BOX 414
UKIAH, CALIFORNIA 95482

Aug. 22, 1978

This policy renewed 6/14/78. Even though the apartment house sold 8/11/78, we will have to pay the entire premium, and cancel the apartment house off on 10/12/78, at which time Mr. Hanoman will be issued a new policy. It is our understanding that Mr. Hanoman has or will pay the pro-rata premium for the period of 8/11/78 to 10/12/78. When we cancel the apartment house off the policy on 10/12/78, the company will then refund the difference for the period of 10/12/78 to 6/14/79.

We have discussed this with Jim McElvane and he has approved the transaction as we have outlined.

Bob Lilly
Mayfield Insurance

KKS

INVOICE

DATE August 22, 1978

TO PEOPLE'S TEMPLE of the DISCIPLES of CHRIST
P.O. Box 15156
San Francisco, Ca. 94115

Mayfield Insurance Agency
POST OFFICE BOX 414
UKIAH, CALIFORNIA 95482
Phone: 707 · 462-6622

MORTGAGEE,

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
6/14/78	GL 50929	Great South-west Fire	liability on various properties as per schedule	300,000.00	$6,683.00
				3% state tax	200.49
				.2% stamping fee	13.36
				policy fee	25.00
					$6,921.85

Paid 8/28/78

YOUR PROMPT PAYMENT WOULD BE APPRECIATED

KKSAS

General and/or Automobile Liability Policy

10-B-M-7522-7 *125
RON MAYFIELD INS.

GREAT SOUTHWEST FIRE INSURANCE COMPANY

SCOTTSDALE, ARIZONA • A STOCK COMPANY

GL 50929

GL 50903
Renewal of Number

ITEM 1. Named Insured, Address and Zip Code

PEOPLE'S TEMPLE OF THE DISCIPLES OF
CHRIST CHURCH AND GARRY DREYFUS, MCTERMAN, BRATSKY,
HERNDON AND PESONEN, INC.
BOX 28, REDWOOD VALLEY, CALIFORNIA

Agent of Insured, Address and Zip Code

GEO. F. BROWN & SONS, INC.
111 PINE ST.
SAN FRANCISCO, CALIFORNIA 94111

ITEM 2.
Policy Period: Mo/Dy/Yr
From 6-14-78
To 6-14-79

12:01 A.M., Standard Time at the address of the named insured as stated herein, unless sooner terminated by any termination of the primary insurance.

Agency No. 04812

ITEM 3. The insurance afforded is only with respect to such of the following Coverage Part(s) as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated in the Coverage Part(s), subject to all the terms of this policy having reference thereto.

COVERAGE PART(S) ATTACHED TO THE POLICY – INSERT FORM NUMBER AND TITLE	ADVANCE PREMIUM
OWNER'S LANDLORD'S AND TENANT'S LIABILITY PER FORM L6416	$ 6,683.00

TAXES	
3% STATE TAX	200.49
.2% STAMPING FEE	13.36
FULLY EARNED POLICY FEE	25.00

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

NO FLAT CANCELLATIONS

Endorsements (Identify by form numbers) No. GSW-44, GSW-79, GSW-295, GSW-233, GSW-70 $

If Policy Period more than one year and the premium is to be paid in installments premium is payable. On effective date of policy $ _____ 1st Anniversary $ _____

Total Advance Premium $ 6,921.85
2nd Anniversary $

Audit Period: Annual, unless otherwise stated.**

ITEM 4. Named Insured is (check one): ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Other

ITEM 5. During the past three years no Insurer has cancelled insurance, issued to the named Insured, similar to that afforded hereunder unless otherwise stated herein.**

**Absence of an entry means "NO EXCEPTION".

IMPORTANT NOTICES TO POLICY HOLDER: (Please read carefully)

A. Any misrepresentation or any concealment or fraud on the part of the insured which misrepresentation, concealment or fraud affects either the acceptance of the risk or the hazard assumed by the company shall render this policy void.

B. Notice of all accidents or occurrences must immediately be given to Great Southwest Fire Insurance Company whether or not such accidents or occurrences appear likely to involve this policy.

GREAT SOUTHWEST FIRE INSURANCE CO.

GSW 398(10-76)
Page 2 of 4

Countersignature Date AUG. 21, 1978 Countersigned by A. Wilson Homestead ltc
Licensed Resident Agent

KK506

COVERAGE PART

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

L 0418
(Ed. 1-73)

For attachment to Policy No GL 50929, to complete said policy.

ADDITIONAL DECLARATIONS

Location of insured premises (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Interest of named insured in insured premises (CHECK BELOW)

[X] OWNER [ ] GENERAL LESSEE [ ] TENANT [ ] Other _____

Part occupied by named insured (ENTER BELOW)

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability each occurrence	Advance Premiums
A—Bodily Injury Liability	$ 300,000.	$ 6,567.00
B—Property Damage Liability	$ 300,000.	$ 116.00
Form numbers of endorsements attached at issue		$ 6,683.00
	Total Advance Premium $	

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations						
LOCATION NO. 1 - T-01	86612S	A) 20,000	16.18	.054	3,236.	11.00
1859 GEARY ST. SAN FRANCISCO CA.	65150	B) 277	.326	.013	9.	4.00
PARKING LOT'S						
LOCATION NO. 2 - T-12	86612S	14.400	16.18	.054	2,330.	8.00
7700 = EAST ROAD REDWOOD VALLEY, CA.						
LOCATION NO. 3 - T-03	65132	A) 12,480	6.76	.168	844.	21.00
1435 ALVARADO TERRACE, LOS ANGELES, CA.						
LOCATION NO. 4 - T-12	65143	E) 1	17.64	3.36	21.	10.00 MIN.
7730 - EAST ROAD REDWOOD VALLEY, CA.						
LOCATION NO. 5 - T-01	65143	E) 1	16.64	3.36	21.	10.00 MIN.
720 HARRISON ST. RICHMOND, CA.						
142-5TH ST. RICHMOND, CA.		E) 1	15.43	2.52	20. MIN	10.00 MIN.
LOCATION NO. 6 -T-03						
1121-W 65TH ST. LOS ANGELES, CA.		E) 1	16.18	3.36	20. MIN	10.00 MIN.
5116-SO. TOWN, LOS ANGELES, CA.		E) 1	16.18	3.36	20. MIN	10.00 MIN.
5118 SO. TOWN, LOS ANGELES, CA.		E) 1	16.18	3.36	20. MIN	10.00 MIN.
932 E. SANTA BARBARA AVENUE, LOS ANGELES, CA.		E) 1	16.18	3.36	20. MIN	10.00 MIN.
VACANT LAND AT: T-06						
5½ W. N/W ½ SEC. 21, TIPSN R/E		200.	1.54	.03	3. MIN.	1.00 MIN.
SAN BERNARDINO, CA.						
VACANT LAND		B) 65	1.54	.03	3. MIN.	1.00 MIN.
E½ OF S. E. ¼ SEC 20 TWP 5N						
R. 16W SBBM, LOS ANGELES, COUNTY, CA.						
		(a) Area (Sq. Ft.) (b) Frontage (c) Admissions (d) Receipts (e) Units	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per 100 Admissions (d) Per $100 of Receipts (e) Per Unit			
Escalators (Number of Premises)		Number Insured	Per Landing			
				Total Advance B.I. and P.D. Premiums	$ 6567.00	$ 116.00

When used as a premium basis

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the insured premises whether on paid admission tickets, complimentary tickets or passes.
2. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

(over)

KK507

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or

B. property damage

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental thereto, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but with respect to bodily injury or property damage occurring while work performed by the named insured is in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;

(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or for any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any insured, or

(2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract, or

(2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to

(1) property owned or occupied by or rented to the insured,

(2) property used by the insured, or

(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at the insured premises;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(q) to bodily injury or property damage arising out of operations on or from premises (other than the insured premises) owned by, rented to or controlled by the named insured, or to liability assumed by the insured under any contract or agreement relating to such premises;

(r) to bodily injury or property damage arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the named insured.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

(1) an employee of the named insured while operating any such equipment in the course of his employment, and

(2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to

(1) bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (1).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means (1) the premises designated in the declarations, (2) premises alienated by the named insured (other than premises constructed for sale by the named insured), if possession has been relinquished to others, and (3) premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

KK5CB

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 E. SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85260

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME) MO.	DAY	YR	12:01 A.M.	NOON	INSURED	AGENCY AND CODE
GL 50929	6	14	78	X		PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH, ETAL	GEO. F. BROWN & SONS, INC. 04812

COMBINED SINGLE LIMIT OF LIABILITY
BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE (CGA)
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

In consideration of the premium charged the Schedule is amended as follows:

COMBINED SINGLE LIMIT BASIS			
COVERAGES	LIMITS OF LIABILITY		
A & B. Bodily Injury Liability and Property Damage Liability.	$	300,000.	each occurrence

The Limits of Liability provision of the Coverage Part is amended to read as follows:

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverages A and B - The limit of liability stated in the schedule as applicable to "each occurrence" is the total limit of the Company's liability for all damages because of bodily injury or property damage as the result of any one occurrence, provided:

(1) with respect to all damages caused by the handling or use of or the existence of any condition in goods or products manufactured, sold, handled or distributed by the insured, such limit of liability shall be the total limit of the Company's liability during each annual policy period;

(2) with respect to all damages arising out of property damage, such limit of liability shall be the total of the Company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;

(3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

Coverages A and B - For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

GSW 233 (10-75)

KK5C9

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 East Shea Boulevard
Scottsdale, Arizona 85065

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME) MO.	DAY	YR.	12:01 A.M.	NOON	INSURED	AGENCY AND CODE
GL 50929	6	14	78	X		PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH, ETAL	GEO. F. BROWN & SONS& INC. 04812

Assault and Battery Exclusion

It is hereby understood and agreed that no coverage shall apply under this policy for any claim, demand or suit based on assault and battery, and assault and battery shall not be deemed an accident, whether or not committed by or at the direction of the insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

A. Wilson Homestead Jr.
AUTHORIZED REPRESENTATIVE

8-21-78
DATE

GSW 44 (7-75)

KK 5210

GREAT SOUTHWEST FIRE INSURANCE COMPANY

P.O. Box 1627, Mesa, Arizona 85201

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME) MO.	DAY	YR.	12:01 A.M.	NOON	INSURED	AGENCY AND CODE
GL 50929	6	14	78	X		PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH, ETAL	GEO. F. BROWN & SONS, INC. 04812

CLASSIFICATION LIMITATION ENDORSEMENT

It is hereby understood and agreed that coverage as provided by this policy applies only to those operations as described under the Description of Hazards section of the applicable coverage part described in Item 3. of form L4050D.

GSW 295 (1-74)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

A. Wilson Homecles 8-21-78

AUTHORIZED REPRESENTATIVE DATE

KK 5011

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other office specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon President, or his nominee, of the Company at 924 North Country Club Drive, Mesa, Arizona and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

All other terms and conditions of this policy remain unchanged.

A Wilson Homestead Agent

GSW 79 (10-73) Rev.

KK 5012

Internal Revenue Service

District Director

Department of the Treasury

450 Golden Gate Ave.
San Francisco, Calif. 94102

Person to Contact: T. Fukuchi

Telephone Number: (415) 556-1585

Refer Reply to: EP/EO:EO 1

Date: AUG 23 1978

Marshall R. Bentzman
1256 Market Street
San Francisco, CA 94102

Re: Peoples Temple of the
Disciples of Christ

Dear Mr. Bentzman:

In letters to the Church dated February 21, 1978 and April 13, 1978, we asked for certain information to enable the Internal Revenue Service to determine whether you meet the requirements for recognition of tax exempt status under section 501(c)(3) of the Internal Revenue Code.

This is to inform you that, at this time, we have concluded not to pursue the matter outlined in the aforementioned letters.

This letter does not constitute a determination or recognition of any kind as to the qualification of the Church as an organization described in section 501(c)(3) of the Internal Revenue Code.

Sincerely yours,

Michael Dean.

District Director

KE 5-013

For service or [illegible] insurance, cont[illegible] ur agent.

AGENT'S NAME
RONALD [illegible] MAYFIELD
TELEPHONE 707-4[illegible]-6622

Zone	Code	
1	1970	OS 526695

V-011

SAFECO

DWELLING FIRE EXTENSION CERTIFICATE

THIS CERTIFICATE STATES THE LIMITS PROVIDED BY YOUR POLICY AND WILL EXTEND THE POLICY TERM

FROM MAY 13, 1977
TO MAY 13, 1978
UPON PAYMENT OF THE PREMIUM BY THE INSURED

LOAN NO.

COVERAGES: Insurance is provided against only those perils and for only those coverages indicated below by a premium charge.

PROPERTY COVERED			AMOUNT OF INSURANCE LOC. #1	LOC. #2	LOC. #3
DWELLING			$ 71,300	$	$
CONTENTS					
Coverage	Perils	Deductible	Premiums		
Dwelling	Fire	100	333.00		
	E.C.	100	58.00		
	BROAD	100	43.00		
Contents	Fire				
	E.C.				
Comprehensive Personal Liability	LIMITS OF LIABILITY $	each occurence			
Medical Payments	$	each person			
	$ 25,000.00	each accident			
Premises Liability (O.L. & T.)	$	each occurence			
Broad Form Personal Theft	$	on premises			
	$	off premises			
Optional Coverage					
		Premium Each Location	434.00		

Annual Premium (all locations) $ 434.00

PEOPLES TEMPLE OF THE DISCIPLES
OF CHRIST
PO BOX 214
REDWOOD VALLEY CA 95470
OS 526695

LOCATIONS
1 7730 EAST RD
2
3

This is the only notice you will receive prior to the due date.

KEEP THIS CERTIFICATE FOR YOUR RECORDS

INSURED COPY

DWELLING FIRE PREMIUM NOTICE

SAFECO Please make your remittance payable to
SAFECO INSURANCE COMPANY
1720 EL CAMINO REAL
BURLINGAME CA 94010

INSURED TO PAY PREMIUM DUE POLICY NO. OS 526695 AGENT'S NO. 15 1978

PAY — OR — PAY BY DUE DATE AND

FULL AMOUNT	* BUDGET AMOUNT	MONTH	DAY	YEAR
$ 434.00	$	MAY	13	1977

* If blank, pay in full

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

KK SD1

10	B	M-7522-7 * 150		4-11-77	107-4361

Standard Fire Insurance Policy for Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming

Part Two. This Declarations page with "Policy Provisions-Part One" completes the below numbered

DECLARATIONS — POLICY NUMBER 117- 071552

Name of Insured: PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

ADDRESS: (Number & Street, Town, County & State): P.O. BOX 214, REDWOOD VALLEY, CA 95470

Policy Period: (Noon Standard Time at location of property involved.) From: 2-14-77 To: 2-14-78 1 Years

REPRESENTATIVE: Agent or Broker: RON HAYFIELD INS. P.O. BOX 414

Town and State: UKIAH, CALIFORNIA 95482

INTERSTATE FIRE & CASUALTY COMPANY

CHICAGO, ILLINOIS

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

PERIL(S) Insured Against and Coverage(s) Provided (Insert Name of Each)	AMOUNT	RATE	PREMIUM IF PAID IN FULL AT INCEPTION	PREMIUM IF PAID IN INSTALLMENTS: Amount Due At Inception	PREMIUM IF PAID IN INSTALLMENTS: Amount Due At Each Subsequent Anniversary
FIRE AND LIGHTNING	$ 1,028,000.	$ VARIOUS	$ 10,280.00	$	$
EXTENDED COVERAGE	XXXXXXX	$	$ INCLUDED	$	$
V & MM		$	$ INCLUDED	$	$
		$ 3% STATE TAX	-30.84	308.40	$
		3% STAMP FEE	-3.08	30.80	$
		TOTAL(S)	$10,313.92	-10,619.24	

NO FLAT CANCELLATIONS

TOTAL PREMIUM FOR POLICY ON INSTALLMENT BASIS

Item No.	Amount Fire or Fire and Extended Coverage, or Other Peril	Per Cent of Co-Insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED. Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
1.-	$1,028,000.	90%	BUILDING AND CONTENTS PER SCHEDULE ATTACHED.

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Subject to Form No(s). attached hereto: (Insert Form Number(s) and Edition Date(s)) 1FC-C1C-10-8 78 DNS-SCHEDULE-196-WATCHMAN WARRANTY

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to: (Insert name(s) of mortgagee(s) and mailing address(es))

Countersigned by Robert W. Bird — Authorized Representative

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of it together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

117 (Rev. 4/70) Printed 3/76

KK502

ENDORSEMENT NO. 1

SCHEDULE

ITEM #	LOCATION	SUBJECT-COINSURANCE PERCENTAGE	LIMIT
1.	1859 GEARY BLVD. SAN FRANCISCO, CA.	BUILDING-90%	$320,000.
2.	1859 GEARY BLVD. SAN FRANCISCO, CA.	CONTENTS-90%	$ 60,000.
3.	1366 S. ALVARADO ST. LOS ANGELES, CA.	BUILDING-90%	$360,000.
4.	1366 S. ALVARADO ST. LOS ANGELES, CA.	CONTENTS-90%	$ 50,000.
5.	1366 S. ALVARADO ST. LOS ANGELES, CALIF.	BUILDING-90%	$ 26,000.
6.	1366 S. ALVARADO ST. LOS ANGELES, CALIF.	CONTENTS-90%	$ 6,000.
7.	1435 ALVARADO TERRACE LOS ANGELES, CALIF.	BUILDING-90%	$200,000.
8.	1435 ALVARADO TERRACE LOS ANGELES, CALIF.	CONTENTS-90%	$ 6,000.

All other terms and conditions remain unchanged

Attached to and forming part of No. 117-071552

Issued to PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 2-14-77

☒ INTERSTATE FIRE & CASUALTY COMPANY

☐ CHICAGO INSURANCE COMPANY

By Robert W. Bird Jr.

KK503

10-B-M-7522-7
4-12-77
1tc

ENDORSEMENT NO.2

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY AGREED THAT THE MAILING ADDRESS OF INSURED IS CORRECTED TO READ:

P.O. BOX 28
REDWOOD VALLEY, CALIFORNIA 95470

All other terms and conditions remain unchanged.

Attached to and forming part of No. 117-071552

Issued to PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 2-14-77

XX INTERSTATE FIRE & CASUALTY COMPANY

☐ CHICAGO INSURANCE COMPANY

By Robert W. Bird

10-B-M-7522-7
4-12-77
1tc

ENDORSEMENT NO. 1

STATE TAX CHARGED IS CORRECTED TO READ: $308.40

STAMP FEE CHARGED IS CORRECTED TO READ: $ 30.84

TOTAL POLICY PREMIUM CORRECTED TO READ $10,619.24

All other terms and conditions remain unchanged.

Attached to and forming part of No 117-071552

Issued to PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 2-14-77

☒ INTERSTATE FIRE & CASUALTY COMPANY

☐ CHICAGO INSURANCE COMPANY

By Robert W. Bird

KK 504

ENDORSEMENT NO.2

WATCHMAN WARRANTY

IT IS AGREED THAT INSURED WILL AT ALL TIMES MAINTAIN A QUALIFIED WATCHMAN ON EACH PREMISES INSURED HHEREUNDER. VIOLATION OF THIS WARRANTY SUSPENDS ALL COVERAGE HEREUNDER AT THE PREMISES OF AN DURING THE COURSE OF SAID VIOLATION, ALL WITHOUT ANY REQUIREMENT THAT THE OCCURRENCE OF THE LOSS BE IN ANY WAY RELATED TO SAID VIOLATION.

All other terms and conditions remain unchanged.

☒ INTERSTATE FIRE & CASUALTY COMPANY

Attached to and forming part of No. 117-071552

☐ CHICAGO INSURANCE COMPANY

Issued to PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 2-14-77

By Robert W. Bird Jr.

ENDORSEMENT NO. 3

$500 MINIMUM EARNED

IT IS AGREED THAT FOR EACH YEAR ON PROTION THEREOF THAT THIS POLICY IS IN FORCE, THIS COMPANY IS ENTITLED TO A MINIMUM EARNED PREMIUM OF $500.

THIS ENDORSEMENT WILL NOT APPLY IF THE COMPANY ELECTS TO CANCEL FOR ANY REASON OTHER THAN FAILURE OF THE INSURED TO PAY ANY PREMIUM WHEN DUE.

All other terms and conditions remain unchanged.

☒ INTERSTATE FIRE & CASUALTY COMPANY

Attached to and forming part of No 117-071552

☐ CHICAGO INSURANCE COMPANY

Issued to PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 2-14-77

By Robert W. Bird Jr.

KK505

ENDORSEMENT NO.4

$1,000 DEDUCTIBLE ENDORSEMENT

IT IS AGREED EACH LOSS ARISING HEREUNDER WILL BE ADJUSTED SEAPRATELY, AND FROM THE AMOUNT OF SUCH LOSS ARE APPLICABLE LIMIT OF LIABILITY, WHICHEVER IS LESS, THE SUM OF $1,000 WILL BE DEDUCTED.

IF THIS POLICY COVERS MORE THAN ONE ITEM, THE DEDUCTIBLE WILL APPLY SEPARATELY TO EACH SUCH ITEM.

THE DEDUCTIBLE AMOUNT FOR ANY LOSS OCCURRING, DIRECTLY OR INDIRECTLY, AS A RESULT OF VANDALISM OR MALICIOUS MISCHIEF (AND OTHERWISE INSURED HEREUNDER) SHALL BE $5,000.

All other terms and conditions remain unchanged.

Attached to and forming part of No. 117-071552

Issued to PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 2-14-77

[X] INTERSTATE FIRE & CASUALTY COMPANY

[ ] CHICAGO INSURANCE COMPANY

By Robert W. Bird Jr.

WARRANTY CLAUSE

Warranted same terms and conditions as and to follow the settlements of

RESERVE INSURANCE COMPANY - POLICY #XCF003679

and that said Company has, at the time of any loss, and at the same gross rate or lower, at least $ 1,542,000.

(Subject only to reduction by amount of any loss not reinstated) on the identical subject matter and risk, and in identically the same proportion on each separate part thereof.

This policy is subject without notice to the same conditions, endorsements, assignments and alterations of rates as are, or may be, assumed in the above mentioned Company's insurance upon which this polic[illegible] based and shall be deemed to include such risks of Lightning and/or Explosion a[illegible] are included

All other terms and conditions remain unchanged.

Attached to and forming part of No. 117-071552

Issued to PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 2-14-77

[X] INTERSTATE FIRE & CASUALTY COMPANY

[ ] CHICAGO INSURANCE COMPANY

By Robert W. Bird Jr.

(IFC-CIC) 10-8 (11/62)

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S.F. FORM

196
Jan. 1972

EFFECTIVE TIME ENDORSEMENT

(For Use As Required With Policies Issued On or After Jan. 1, 1972 To Comply With Section 460 of the California Insurance Code or ORS 743.609 of the Oregon Insurance Code)

Except as hereinafter provided, this policy shall be effective and shall terminate at 12:01 A.M. (Standard Time) on the inception and expiration dates specified in this policy.

TO THE EXTENT ONLY THAT THE INSURANCE AFFORDED BY THIS POLICY IS ALSO PROVIDED BY OTHER INSURANCE TERMINATING AT NOON ON THE INCEPTION DATE OF THIS POLICY, INSURANCE UNDER THIS POLICY SHALL NOT BECOME EFFECTIVE UNTIL SUCH OTHER INSURANCE HAS TERMINATED.

196
Jan. 1972

KK507

BUILDING, EQUIPMENT, STOCK AND BLANKET FORM

($100 DEDUCTIBLE APPLICABLE)

Insurance attaches only to those items specifically described in this policy for which a specific amount is shown and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

DEDUCTIBLE CLAUSE: THE SUM OF $100 SHALL BE DEDUCTED FROM THE AMOUNT WHICH WOULD OTHERWISE BE RECOVERABLE FOR EACH LOSS SEPARATELY OCCURRING TO PROPERTY COVERED HEREUNDER FROM FIRE, LIGHTNING OR OTHER PERILS INSURED AGAINST BY THIS POLICY, INCLUDING ENDORSEMENTS THERETO, AND THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF SUCH EXCESS. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (OR STRUCTURE) INCLUDING ITS CONTENTS; SEPARATELY TO CONTENTS IN EACH BUILDING (OR STRUCTURE) IF SUCH BUILDING (OR STRUCTURE) IS NOT COVERED HEREUNDER; AND SEPARATELY TO ALL PERSONAL PROPERTY IN THE OPEN.

THIS CLAUSE DOES NOT APPLY TO PROPERTY OR PERILS SUBJECT TO A DEDUCTIBLE GREATER THAN $100 BY THE PROVISIONS OF ANY FORM OR ENDORSEMENT ATTACHED TO THIS POLICY.

This clause does not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rental Value or Leasehold Interest.

A. DESCRIPTION OF COVERAGE

When the insurance under this policy covers "Building," "Equipment," "All Property" or "Stock", such insurance shall cover in accordance with the following definitions, ALL SUBJECT TO THE SPECIFIC EXCLUSIONS AND MODIFICATIONS PROVIDED ELSEWHERE IN THIS POLICY:

BUILDING: Building or structure in its entirety, including all fixtures and machinery used for the service of the building itself, provided such fixtures and machinery are contained in or attached to and constitute a part of the building; additions in contact therewith; platforms, chutes, conveyors, bridges, trestles, canopies, gangways, and similar exterior structures attached thereto and located on the described premises, provided, that if the same connect with any other building or structure owned by the named Insured, then this insurance shall cover only such portion of the same situate on the described premises as lies between the building covered under this policy and a point midway between it and such other building or structure; also (a) awnings, signs, door and window shades and screens, storm doors and storm windows; (b) cleaning and fire fighting apparatus; (c) janitors' supplies, tools and implements; (d) materials and supplies intended for use in construction, alterations or repairs of the building. Provided, however, that property described in (a), (b), (c) and (d) immediately above must be, at the time of any loss, (1) the property of the named Insured who is the owner of the building; and (2) used for the maintenance or service of the building; and (3) contained in or attached to the building; and (4) not specifically covered under an item other than the "Building" item of this or any other policy.

EQUIPMENT: Equipment and personal property of every description, and, provided the described building is not owned by the named Insured, "IMPROVEMENTS AND BETTERMENTS." THIS COVERAGE DOES NOT INCLUDE "STOCK" AS DEFINED BELOW NOR PROPERTY COVERED UNDER THE "BUILDING" ITEM OF THIS OR ANY OTHER POLICY.

ALL PROPERTY (BLANKET): All property of an insurable nature, both real and personal, now existing or hereafter acquired, EXCEPT "STOCK" AS DEFINED BELOW.

STOCK: Stock of goods, wares and merchandise of every description, manufactured, unmanufactured, or in process of manufacture; materials and supplies which enter into the manufacture, packing, handling, shipping and sale of same; advertising materials; all being the property of the named Insured, or sold but not removed (it being understood that the value of stock sold but not removed shall be the Insured's selling price and that such value shall be considered as actual cash value in the application of any clauses forming a part of this policy); and the Insured's interest in materials, labor and charges furnished, performed on or incurred in connection with the property of others.

B. EXTENSIONS OF COVERAGE

1. ON-PREMISES: Personal property of the kind and nature covered under any item hereof shall be covered under the respective item (a) while in, on, or under sidewalks, streets, platforms, alleyways or open spaces, provided such property (1) is located within fifty (50) feet of the described "Building," or (2) in the case of materials and supplies intended for use in construction, alterations or repairs of the described "Building," is located within one hundred (100) feet of said "Building"; and (b) while in or on cars and vehicles within three hundred (300) feet of the described "Building"; and (c) while in or on barges and scows or other vessels within one hundred (100) feet of the described premises. PROVIDED THAT PROPERTY COVERED BY MARINE, INLAND MARINE OR TRANSPORTATION INSURANCE OF ANY KIND, SHALL NOT BE COVERED UNDER THIS EXTENSION CLAUSE. The word "premises" is substituted above for the word "Building" if property in more than one building is covered blanket under one amount of insurance.

2. OFF-PREMISES: **(Applicable only when the eighty per cent (80%) or higher Coinsurance Clause (Average Clause) applies):** The Insured may apply up to two percent (2%) of the amount of insurance, BUT NOT EXCEEDING FIVE THOUSAND DOLLARS ($5,000.00), to cover the described property, OTHER THAN MERCHANDISE OR STOCK (RAW, IN PROCESS, OR FINISHED), while temporarily removed from the described premises for purposes of cleaning, repairing, reconstruction or restoration.

THIS EXTENSION OF COVERAGE SHALL: (a) NOT APPLY TO DWELLING OR FARM PROPERTY; (b) NOT APPLY TO PROPERTY IN TRANSIT NOR TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE INSURED; (c) NOT APPLY EXCEPT AS EXCESS OVER THE AMOUNT DUE FROM ANY OTHER INSURANCE COVERING THE PROPERTY, WHETHER COLLECTIBLE OR NOT; AND (d) IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

3. PROPERTY OF OTHERS: To the extent that the named Insured shall be liable by law for loss thereto or shall prior to loss have specifically assumed liability therefor, any item of this policy covering on personal property shall also cover property of the kind and nature described in such item, at the location(s) herein indicated, held in trust, or on consignment or commission, or on joint account with others, or left for storage or repairs.

4. DEBRIS REMOVAL: This insurance covers expense incurred in the removal of debris of the property covered hereunder, which may be occasioned by loss caused by any of the perils insured against in this policy.

THE TOTAL LIABILITY UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY TO THE PROPERTY COVERED.

Debris removal expense shall not be considered in the determination of actual cash value in the application of any clause forming a part of this policy.

UNDER EXTENSIONS 1, 2, 3 AND 4 ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING THE PROPERTY AGAINST THE PERIL CAUSING THE LOSS, WHETHER OR NOT SUCH OTHER INSURANCE CONTAINS SUCH EXTENSIONS.

1. IN ADDITION TO PROPERTY EXPRESSLY EXCLUDED FROM COVERAGE BY ANY PROVISION OF THIS FORM OR OTHER ENDORSEMENT ATTACHED TO THIS POLICY, THE FOLLOWING ARE NOT COVERED UNDER ANY ITEM OF THIS POLICY AND ARE TO BE EXCLUDED IN THE APPLICATION OF ANY "AVERAGE CLAUSE" OR "DISTRIBUTION CLAUSE": LAND VALUES; MACHINE SHOP OR FOUNDRY PATTERNS; AIRCRAFT; BOATS; MOTOR VEHICLES LICENSED FOR USE ON PUBLIC THOROUGHFARES; ACCOUNTS, BILLS, CURRENCY, DEEDS, EVIDENCES OF DEBT, MONEY, SECURITIES, BULLION OR MANUSCRIPTS, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THE CLAUSE OF THIS FORM TITLED "RECORDS"; LAWNS, TREES, PLANTS OR SHRUBS, UNLESS (a) SPECIFICALLY COVERED UNDER A SEPARATE ITEM OF INSURANCE, OR (b) WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF AND THEN ONLY WHEN OTHERWISE COVERED UNDER AN ITEM OF THIS POLICY.

2. NO ITEM OF THIS POLICY SHALL ATTACH TO OR BECOME INSURANCE UPON ANY PROPERTY, INCLUDED WITHIN THE DESCRIPTION OF SUCH ITEM, WHICH AT THE TIME OF ANY LOSS

(a) IS MORE SPECIFICALLY DESCRIBED AND COVERED UNDER ANOTHER ITEM OF THIS POLICY, OR UNDER ANY *OTHER POLICY CARRIED BY OR IN THE NAME OF THE INSURED NAMED HEREIN* (this section (a) not applicable to "blanket" insurance written hereunder at an average blanket rate), OR

(b) BEING THE PROPERTY OF OTHERS IS COVERED BY INSURANCE CARRIED BY OR IN THE NAME OF OTHERS THAN THE INSURED NAMED HEREIN,

UNTIL THE LIABILITY OF INSURANCE DESCRIBED UNDER (a) OR (b) HAS FIRST BEEN EXHAUSTED, AND SHALL THEN COVER ONLY THE EXCESS OF VALUE OF SUCH PROPERTY OVER AND ABOVE THE AMOUNT PAYABLE UNDER SUCH OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT. THIS CLAUSE SHALL NOT BE APPLICABLE TO PROPERTY OF OTHERS FOR THE LOSS OF WHICH THE INSURED NAMED HEREIN IS LIABLE BY LAW OR HAS PRIOR TO ANY LOSS SPECIFICALLY ASSUMED LIABILITY.

3. LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY. (This clause not applicable to the perils of fire and lightning, see OTHER PROVISIONS).

4. *THIS COMPANY SHALL NOT BE LIABLE FOR LOSS*

(a) RESULTING FROM ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE ENSUES AND, IF FIRE DOES ENSUE, THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF LOSS CAUSED BY SUCH ENSUING FIRE.

(b) CAUSED BY OR RESULTING FROM POWER, HEATING OR COOLING FAILURE, UNLESS SUCH FAILURE RESULTS FROM PHYSICAL DAMAGE TO POWER, HEATING OR COOLING EQUIPMENT SITUATED ON PREMISES WHERE THE PROPERTY COVERED IS LOCATED, CAUSED BY THE PERIL(S) INSURED AGAINST. HOWEVER, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS SPECIFICALLY EXCLUDED UNDER (1) THE RIOT PROVISIONS OF THE EXTENDED COVERAGE ENDORSEMENT, OR (2) THE VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT.

(c) OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDING(S) OR STRUCTURE(S), UNLESS SUCH LIABILITY IS OTHERWISE SPECIFICALLY ASSUMED BY ENDORSEMENT HEREON.

D. CONDITIONS AND LIMITATIONS

1. AVERAGE CLAUSE (THIS CLAUSE VOID UNLESS PERCENTAGE IS INSERTED ON THE FIRST PAGE OF THIS POLICY) (The term "Co-Insurance Clause" wherever used in this policy shall be deemed to mean "Average Clause"): IN EVENT OF LOSS TO PROPERTY DESCRIBED IN ANY ITEM OF THIS POLICY AS TO WHICH ITEM A PERCENTAGE FIGURE IS INSERTED ON THE FIRST PAGE OF THIS POLICY, THIS COMPANY SHALL BE LIABLE FOR NO GREATER PROPORTION OF SUCH LOSS THAN THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE PERCENTAGE, SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OF THE ACTUAL CASH VALUE OF THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS, NOR FOR MORE THAN THE PROPORTION WHICH THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE TOTAL INSURANCE ON THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS.

2. WAIVER OF INVENTORY AND APPRAISEMENT CLAUSE: If any item of this policy is subject to the conditions of the Average Clause (Paragraph 1 hereof), it is also provided that when an aggregate claim for any loss to the property described in any such item of this policy is both less than Five Thousand Dollars ($5,000.00) and less than two per cent (2%) of the total amount of insurance upon the property described in such item at the time such loss occurs, it shall not be necessary for the Insured to make a special inventory or appraisement of the undamaged property, BUT NOTHING HEREIN CONTAINED SHALL OPERATE TO WAIVE THE APPLICATION OF *THE AVERAGE CLAUSE* TO ANY SUCH LOSS.

3. VACANCY AND UNOCCUPANCY PENALTY: These provisions are applicable only to fire, lightning, and removal relating thereto, and to building(s) and contents as covered.

The conditions of the policy suspending or restricting insurance while the described building is vacant or unoccupied beyond a period of 60 consecutive days are waived but only to the extent as provided for herein.

THE AMOUNT OF LOSS DUE UNDER THIS POLICY SHALL BE REDUCED BY 15 PER CENT WHILE THE INVOLVED BUILDING(S) IS VACANT OR UNOCCUPIED BEYOND A PERIOD OF 60 CONSECUTIVE DAYS. This penalty will not be applicable during the period of any extension whereby the 60 day period is extended by endorsement.

Definitions: (a) Vacant — containing no contents pertaining to operations or activities customary to occupancy of the building. (b) Unoccupied — containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

A building shall not be considered as vacant or unoccupied: (a) While in the course of construction: or (b) While any portion of the building is occupied or in operation: or (c) While any other building owned or used by the Insured and located on the same premises is occupied or in operation.

If the subject of insurance (whether building, contents or both) is of a seasonal nature and the premises are normally unoccupied during certain portions of the year, permission is hereby granted to be unoccupied consistent with seasonal operations (not vacant) but in no event to exceed ten consecutive months.

These provisions will not abrogate or modify other conditions in the policy or in any endorsements attached.

Any penalty provided for herein shall be computed and applied after the application of any other penalty, limit(s) of liability, deductible(s) or other provisions.

4. RECORDS: THIS POLICY LIMITS COVERAGE (a) ON BOOKS OF ACCOUNT, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS AND OTHER RECORDS (EXCEPT FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING), TO NOT EXCEEDING THE COST OF BLANK BOOKS, CARDS OR OTHER BLANK MATERIAL PLUS THE COST OF LABOR INCURRED BY THE INSURED FOR TRANSCRIBING OR COPYING SUCH RECORDS; (b) ON FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING, TO NOT EXCEEDING THE COST OF SUCH MEDIA IN UNEXPOSED OR BLANK FORM.

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5. IMPROVEMENTS AND BETTERMENTS: "IMPROVEMENTS AND BETTERMENTS" in or to building(s) not owned by the named Insured at any location hereinbefore described, provided such "IMPROVEMENTS AND BETTERMENTS" are covered under this policy as property of the named Insured, are subject to the following provisions:

(a) The term "Improvements and Betterments" wherever used in this policy is defined as fixtures, alterations, installations, or additions comprising a part of the described building and made or acquired at the expense of the Insured exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.

(b) The word "Lease" wherever used in this policy shall mean the lease or rental agreement, whether written or oral, in effect as of the time of loss.

(c) In the event Improvements and Betterments are damaged or destroyed during the term of this policy by the perils insured against, THE LIABILITY OF THIS COMPANY SHALL BE DETERMINED AS FOLLOWS:

(1) If repaired or replaced at the expense of the Insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed Improvements and Betterments.

(2) IF NOT REPAIRED OR REPLACED WITHIN A REASONABLE TIME AFTER SUCH LOSS, THAT PROPORTION OF THE ORIGINAL COST AT TIME OF INSTALLATION OF THE DAMAGED OR DESTROYED IMPROVEMENTS AND BETTERMENTS WHICH THE UNEXPIRED TERM OF THE LEASE AT THE TIME OF LOSS BEARS TO THE PERIOD(S) FROM THE DATE(S) SUCH IMPROVEMENTS AND BETTERMENTS WERE MADE TO THE EXPIRATION DATE OF THE LEASE.

(3) IF REPAIRED OR REPLACED AT THE EXPENSE OF OTHERS FOR THE USE OF THE INSURED, THERE SHALL BE NO LIABILITY HEREUNDER.

E. OTHER PROVISIONS

1. LOSS CLAUSE: Any loss hereunder shall not reduce the amount of this policy.

2. BREACH OF WARRANTY CLAUSE: If a breach of any warranty or condition contained in any rider attached to or made a part of this policy shall occur, which breach by the terms of such warranty or condition shall operate to suspend or avoid this insurance, it is agreed that such suspension or avoidance due to such breach, shall be effective only during the continuance of such breach and then only as to the building, fire division, contents therein, or other separate location to which such warranty or condition has reference and in respect of which such breach occurs.

3. SUBROGATION WAIVER CLAUSE: This insurance shall not be invalidated should the Insured waive in writing any or all right of recovery against any party for loss, PROVIDED, HOWEVER, THAT IN THE EVENT THE INSURED WAIVES ONLY A PART OF HIS RIGHTS AGAINST ANY PARTICULAR THIRD PARTY, THIS COMPANY SHALL BE SUBROGATED WITH RESPECT TO ALL RIGHTS OF RECOVERY WHICH THE INSURED MAY RETAIN AGAINST ANY SUCH THIRD PARTY FOR LOSS FROM THE PERILS INSURED AGAINST TO THE EXTENT THAT PAYMENT THEREFOR IS MADE BY THIS COMPANY; ALL SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

(a) If made before loss has occurred, such agreement may run in favor of any third party;

(b) IF MADE AFTER LOSS HAS OCCURRED, SUCH AGREEMENT MAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS:

(1) A THIRD PARTY INSURED UNDER THIS POLICY; OR

(2) A CORPORATION, FIRM, OR ENTITY (a) OWNED OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL STOCK OR OTHER PROPRIETARY INTEREST, OR (b) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED; OR

(3) A TENANT OF THE NAMED INSURED.

4. PERMITS AND AGREEMENTS CLAUSE: Permission granted: (a) For such use of the premises as is usual and incidental to the business conducted therein and for existing and increased hazards and for change in use or occupancy except as to any specific hazard, use, or occupancy prohibited by the express terms of this policy or by any endorsement thereto; (b) To keep and use all articles and materials, usual and incidental to said business, in such quantities as the exigencies of the business require; (c) For the building(s) to be in course of construction, alteration or repair, all without limit of time but without extending the term of this policy, and to build additions thereto, and this policy, under its respective item(s), shall cover on or in such additions in contact with such building(s).

This insurance shall not be prejudiced: (1) By any act or neglect of the owner of the building(s) if the Insured is not the owner thereof, or by any act or neglect of any occupant of the building(s) (other than the named Insured), when such act or neglect of the owner or occupant is not within the control of the named Insured; (2) By failure of the named Insured to comply with any warranty or condition contained in any form, rider or endorsement attached to this policy with regard to any portion of the premises over which the named Insured has no control; nor (3) shall this insurance be prejudiced by any error in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and contents if covered under a single item of insurance.

5. MORTGAGEE CLAUSE: (THIS ENTIRE CLAUSE IS VOID UNLESS NAME OF MORTGAGEE OR TRUSTEE IS INSERTED ON THE FIRST PAGE OF THIS POLICY IN SPACE PROVIDED THEREFOR): If another mortgagee or loss payable endorsement applicable to buildings is separately attached to this policy, such other endorsements shall supersede the provisions of this clause. Loss (if any) under this policy, ON BUILDINGS ONLY, shall be payable to the mortgagee(s), if named as payee(s) on the first page of this policy, as mortgagee(s) under any present or future mortgage upon the property described in and covered by this policy, as interest may appear, and in order of precedence of said mortgages. (a) The terms "mortgage," "mortgagee" and "mortgagor" wherever used in this clause shall be deemed to include deeds of trust and the respective parties thereto. (b) This insurance, as to the interest of the mortgagee only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, nor by the use of the premises for purposes more hazardous than are permitted by this policy. (c) Any mortgagee who shall have or acquire knowledge that the premises are being used for purposes more hazardous than are permitted by this policy or that the premises have been vacant or unoccupied beyond the period permitted by this policy, shall forthwith notify this Company thereof and shall cause the consent of the Company thereto to be noted on this policy; and in the event of failure so to do, all rights of such mortgagee hereunder shall forthwith terminate. (d) In case the mortgagor or owner shall fail to pay any premium due or to become due under this policy, the mortgagee hereby covenants and agrees to pay the same on demand. The mortgagee also covenants and agrees to pay on demand the premium for any increased hazard for the term of the existence thereof. (e) This Company shall not be liable to the mortgagee for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, under policies issued to, held by, or payable to the mortgagee, whether collectibe or not. (f) The policy provisions relating to "Mortgagee Interests and Obligations" are specifically referred to and made a part of this clause.

6. LIBERALIZATION CLAUSE: If during the period that insurance is in force under this policy, or within forty-five (45) days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had

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7. NUCLEAR CLAUSE: THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.

8. DEFERRED PREMIUM PAYMENT PLAN: IF THE INSURED ELECTS TO PAY THE PREMIUM IN EQUAL ANNUAL PAYMENTS AS INDICATED ON THE FIRST PAGE OF THIS POLICY, THE PREMIUM FOR THIS POLICY IS HEREBY MADE SO PAYABLE, PROVIDED THAT NO PAYMENT SHALL BE LESS THAN THE MINIMUM PREMIUM APPLICABLE.

IF THE INSURED IS IN DEFAULT OF ANY SUCH PREMIUM PAYMENT AND THIS COMPANY ELECTS TO CANCEL THIS POLICY, NOTICE OF CANCELLATION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS POLICY, BUT IN SUCH CASE ANY PORTIONS OF THE PREMIUM PREVIOUSLY PAID SHALL BE EARNED BY THIS COMPANY.

F. EXTENDED COVERAGE ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR EXTENDED COVERAGE IS INSERTED IN THE SPACE PROVIDED ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON.

In consideration of the premium for this coverage, and subject to the provisions herein and in the policy to which this endorsement is attached including endorsements thereon, this policy is extended to insure against direct loss by windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, except as hereinafter provided.

PROVISIONS APPLICABLE ONLY TO WINDSTORM AND HAIL: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY FROST OR COLD WEATHER, OR ICE (OTHER THAN HAIL), SNOW OR SLEET, WHETHER DRIVEN BY WIND OR NOT.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN CAUSED: (a) BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS THE BUILDING(S) COVERED OR CONTAINING THE PROPERTY COVERED SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND THEN SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDING(S) THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAIL; OR (b) BY WATER FROM SPRINKLER EQUIPMENT OR FROM OTHER PIPING, UNLESS SUCH EQUIPMENT OR PIPING BE DAMAGED AS A DIRECT RESULT OF WIND OR HAIL.

UNLESS AN ADDITIONAL PREMIUM IS CHARGED AND THIS POLICY IS SPECIFICALLY ENDORSED TO PROVIDE FOR COVERAGE OF WINDSTORM AND HAIL DAMAGE TO THE FOLLOWING PROPERTY, THIS COMPANY SHALL NOT BE LIABLE FOR WINDSTORM OR HAIL DAMAGE TO: (a) WINDMILLS, WIND PUMPS OR THEIR TOWERS; (b) CROP SILOS OR THEIR CONTENTS; (c) METAL SMOKESTACKS; OR (d) UNLESS WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF: (1) GRAIN, HAY, STRAW OR OTHER CROPS; (2) LAWNS, TREES, SHRUBS OR PLANTS; (3) AWNINGS OR CANOPIES (FABRIC OR SLAT), INCLUDING THEIR SUPPORTS; (4) SIGNS OR RADIO OR TELEVISION ANTENNAS, INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS.

PROVISIONS APPLICABLE ONLY TO EXPLOSION: Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED.

KK5D11

THE FOLLOWING ARE NOT EXPLOSIONS WITHIN THE INTENT OR MEANING OF THESE PROVISIONS: (a) SHOCK WAVES CAUSED BY AIRCRAFT, GENERALLY KNOWN AS "SONIC BOOM;" (b) ELECTRIC ARCING; (c) RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) WATER HAMMER; (e) RUPTURE OR BURSTING OF WATER PIPES; (f) RUPTURE OR BURSTING DUE TO EXPANSION OR SWELLING OF THE CONTENTS OF ANY BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM WATER; (g) RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.

Any other explosion clause made a part of this policy is superseded by this endorsement.

PROVISIONS APPLICABLE ONLY TO RIOT, RIOT ATTENDING A STRIKE AND CIVIL COMMOTION: Loss by riot, riot attending a strike or civil commotion shall include direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. UNLESS SPECIFICALLY ENDORSED HEREON, THIS COMPANY SHALL NOT BE LIABLE FOR LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF THE DESCRIBED PROPERTY DUE TO CHANGE IN TEMPERATURE OR HUMIDITY OR INTERRUPTION OF OPERATIONS WHETHER OR NOT SUCH LOSS IS COVERED BY THIS POLICY AS TO OTHER PERILS.

PROVISIONS APPLICABLE ONLY TO LOSS BY AIRCRAFT AND VEHICLES: The term "aircraft," as used in this endorsement, shall include self-propelled missiles and spacecraft. The term "vehicles," as used in this endorsement, means vehicles running on land on tracks BUT NOT AIRCRAFT. LOSS BY AIRCRAFT OR BY VEHICLES SHALL INCLUDE ONLY DIRECT LOSS RESULTING FROM ACTUAL PHYSICAL CONTACT OF AN AIRCRAFT OR A VEHICLE WITH THE PROPERTY COVERED HEREUNDER OR WITH THE BUILDING(S) CONTAINING THE PROPERTY COVERED HEREUNDER, EXCEPT THAT LOSS BY AIRCRAFT INCLUDES DIRECT LOSS BY OBJECTS FALLING THEREFROM. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS: (a) BY ANY VEHICLE OWNED OR OPERATED BY AN INSURED OR BY ANY TENANT OF THE DESCRIBED PREMISES; (b) BY ANY VEHICLE TO FENCES, DRIVEWAYS, WALKS OR, UNLESS WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF, TO LAWNS, TREES, SHRUBS OR PLANTS; (c) TO ANY AIRCRAFT OR VEHICLE INCLUDING CONTENTS THEREOF OTHER THAN STOCKS OF AIRCRAFT OR VEHICLES IN PROCESS OF MANUFACTURE OR FOR SALE.

PROVISIONS APPLICABLE ONLY TO SMOKE: The term "smoke" as used in this endorsement means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, ONLY WHEN SUCH UNIT IS CONNECTED TO A CHIMNEY BY A SMOKE PIPE OR VENT PIPE, AND WHILE IN OR ON THE DESCRIBED PREMISES BUT NOT SMOKE FROM FIREPLACES OR INDUSTRIAL APPARATUS.

WAR RISK EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY (a) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES; (b) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.

WATER EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING—

(a) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;

(b) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;

(c) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY EXPLOSION AS INSURED AGAINST HEREUNDER ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

OTHER PROVISIONS:

A claim for loss by any peril insured against by this endorsement shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

THIS ENDORSEMENT DOES NOT INCREASE THE AMOUNT(S) OF INSURANCE PROVIDED IN THIS POLICY.

APPORTIONMENT: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INCLUDED IN THIS ENDORSEMENT THAN (1) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE COVERS AGAINST THE ADDITIONAL PERIL OR PERILS INSURED HEREUNDER, NOR (2) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE; EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS," SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS ENDORSEMENT) FOR SUCH JOINT LOSS SHALL BE LIMITED TO ITS PROPORTIONATE PART OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE. THE WORDS "JOINT LOSS," AS USED IN THE FOREGOING, MEAN THAT PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO WHICH THIS ENDORSEMENT AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO BOTH APPLY.

PROVISIONS APPLICABLE ONLY WHEN THIS ENDORSEMENT IS ATTACHED TO A POLICY COVERING BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS: THE TERM "DIRECT," AS APPLIED TO LOSS, MEANS LOSS, AS LIMITED AND CONDITIONED IN SUCH POLICY, RESULTING FROM DIRECT LOSS TO DESCRIBED PROPERTY FROM THE PERIL(S) INSURED AGAINST; AND WHILE THE BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION. THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS DUE TO INTERFERENCE BY ANY PERSON(S) WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS.

Caution: WHEN THIS ENDORSEMENT IS PURCHASED WITH ONE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.

KK 5012

G. VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR THIS COVERAGE IS SHOWN ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON AND ONLY WHEN THE EXTENDED COVERAGE ENDORSEMENT IS ALSO MADE EFFECTIVE.

In consideration of the premium for this coverage, and subject to the provisions of this policy and the Extended Coverage Endorsement, the coverage under said Extended Coverage Endorsement is extended to include direct loss by Vandalism and Malicious Mischief.

PROVISIONS APPLICABLE ONLY TO VANDALISM AND MALICIOUS MISCHIEF: The terms "vandalism" and "malicious mischief:: as used herein mean only willful and malicious damage to or destruction of the property covered hereunder.

(1) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF THIRTY (30) CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF THIS COVERAGE; but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision be applicable to private dwelling property.

Definitions: (a) Vacant-containing no contents pertaining to operations or activities customary to occupancy of the building. (b) Unoccupied-containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

(2) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS: (a) TO GLASS (OTHER THAN GLASS BUILDING BLOCKS) CONSTITUTING A PART OF A BUILDING, STRUCTURE OR AN OUTSIDE SIGN; (b) BY PILFERAGE, THEFT, BURGLARY OR LARCENY, EXCEPT THAT THIS COMPANY SHALL BE LIABLE FOR WILLFUL DAMAGE TO THE BUILDING(S) COVERED HEREUNDER CAUSED BY BURGLARS; (c) BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED; OR BY RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) FROM DEPRECIATION, DELAY, DETERIORATION OR LOSS OF MARKET; NOR, UNLESS SPECIFICALLY ENDORSED HEREON, FOR ANY LOSS RESULTING FROM CHANGE IN TEMPERATURE OR HUMIDITY.

Paste Here To Attach To Policy

KK 5013

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Interstate Fire & Casualty Company (herein called the Company) to pay any amount claimed to be due hereunder, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon JOHN S. BOLTON
900 WILSHIRE BLVD. #1230
LOS ANGELES, CALIF. 90017
and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any appellate Court in the event of an appeal.

The above-name are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Attached to and forming part of No. _____ *INTERSTATE FIRE & CASUALTY COMPANY*

Issued to _____

Effective AS PER DECLARATIONS PAGE _____ By _____

IFC-10 (Rev. 2/70)

KK 5014

Insert Declarations page (Part Two) here so that top edge butts against fold of Contract, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. *This Company shall not be liable for loss by* fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other Insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above *the customary short rates for the expired time.* This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put *it in the best possible order, furnish a complete inventory of* the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; **and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss,** signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it *then stood on leased ground, and shall furnish a copy of all the* descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this Company of any property.

When loss payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

Subrogation. This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

Edward M. Koenig Secretary

KKS D-15 Robert W Bush President

Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

f: 816 16 34

STOCK COMPANY

NEW
RENEWAL OF NUMBER

LEXINGTON INSURANCE COMPANY

25 NEW CHARDON ST.
BOSTON, MASSACHUSETTS 02114

Insured's Name and Mailing Address

PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH
P.O. BOX 214
REDWOOD VALLEY, CALIFORNIA 95470

10-12-77 (Inception (Mo. Day Yr.)) 10-12-78 (Expiration (Mo. Day Yr.)) ONE (Years)

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

AMOUNT	RATE	PREPAID TERM PREMIUM DUE AT INCEPTION	ANNUAL PAYMENT DUE UNDER DEF. PREM. PAY. PLAN	PERIL(S) Insured Against and Coverage(s) Provided (Insert Name of Each)
$*	$VARIOUS	$21,620	$	FIRE AND LIGHTNING
xxxxxxx	$	$INCL.	$	EXTENDED COVERAGE
	$	$INCL.	$	V & MM
	$	$	$	
$ TOTAL PREMIUM FOR POLICY TERM UNDER D. P. P. P.	TOTAL(S)	$21,620	$	

Item No.	Amount Fire or Fire and Extended Coverage, or Other Peril	Per Cent of Co-Insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
1.	$*	90%	COVERING ON REAL AND PERSONAL PROPERTY AGAINST FIRE EXTENDED COVERAGE, VANDALISM AND MALICIOUS MISCHIEF LOCATED AS PER SCHEDULE ATTACHED.

*PER SCHEDULE ATTACHED

Subject to Form No(s). PER INDEX OF SCHEDULED FORMS AND ENDORSEMENTS attached hereto.
INSERT FORM NUMBER(S) AND EDITION DATE(S)

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:

INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)

Agency at BOSTON, MASSACHUSETTS

Countersignature Date 12-28-77 SO

F. S. Cieslinski Agent

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.
Assignment of this policy shall not be valid except with the written consent of this Company.
This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Form F10-0-P

KK SDIL

8698

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10-12-77 forms a part of policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

SCHEDULE OF LOCATIONS AND LIMITS COVERED

	LOCATION	SUBJECT	LIMIT	CO-INSURANCE
1.	1859 GEARY BOULEVARD SAN FRANCISCO, CALIFORNIA	BUILDING CONTENTS	$480,000 90,000	90% 90%
2.	1366 SOUTH ALVARADO STREET LOS ANGELES, CALIFORNIA	BUILDING CONTENTS	540,000 75,000	90% 90%
3.	1366 S. ALVARADO ST.-ANNEX LOS ANGELES, CALIFORNIA	BUILDING CONTENTS	39,000 9,000	90% 90%
4.	1435 ALVARADO TERRACE LOS ANGELES, CALIFORNIA	BUILDING CONTENTS	300,000 9,000	90% 90%
5.	7700 EAST ROAD REDWOOD VALLEY, CALIFORNIA	BUILDING CONTENTS	150,000 50,000	90% 90%
6.	8461 EAST ROAD REDWOOD VALLEY, CALIFORNIA	BUILDING	143,750	90% *
7.	REAR OF 8461 EAST ROAD REDWOOD VALLEY, CALIFORNIA	BUILDING CONTENTS BLDG.-WAREHOUSE CONTENTS	172,500 100,000 28,750 25,000	90% 90% 90% 90% *

*Ordered cancelled effective 10-21-77 (SOLD), also - requested $25,000. Contents for Garage only HLB

so/12-28-77

F. S. Olesiewicz
Authorized Representative

Form 1803

KK5017

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10-12-77 forms a part of
policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

INDEX OF SCHEDULED FORMS AND ENDORSEMENTS

LEX-160	SURPLUS LINES ENDORSEMENT
	FIRE COVERAGE COMPLIANCE FORM
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LEX-115	POLICY DEDUCTIBLE
LEX-126	AMENDMENT OF CANCELLATION PROVISION
LEX-130	WAR EXCLUSION CLAUSE
LEX-135	NUCLEAR EXCLUSION CLAUSE
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	EFFECTIVE TIME ENDORSEMENT
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1803	SCHEDULE OF LOCATIONS AND LIMITS COVERED
1803	WATCHMAN WARRANTY

so/12-28-77

F. X. O'Rourke
Authorized Representative

Form 1803

KK5018

ENDORSEMENT

This endorsement, effective 12.01 A. M 10-12-77 forms a part of policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

SURPLUS LINES ENDORSEMENT

PREMIUM:	$21,620.00
3% CALIF. TAX:	648.60
(.2%) FILING FEE:	43.24
TOTAL :	$22,311.84

END LEX - 160
SO/12-28-77

KK 5 D19

POLICY# 816 16 34 ISSUED TO PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST
LEXINGTON INSURANCE COMPANY CHURCH

FIRE COVERAGE COMPLIANCE ENDORSEMENT

It is understood and agreed that the coverage afforded under the policy to which this endorsement is attached, in respect to the perils of fire and lightning (but not otherwise), on property at locations in the State of California shall be subject to the terms of the California Standard Form Fire Insurance Policy which follows hereinafter and which is hereby made a part of this contract. In respect to the dollars premium, term of insurance, amount insured, location of property, and the name of the Insured as required to be specified in the California Standard Form Fire Insurance Policy which follow hereinafter, they shall be the same as provided elsewhere in the policy to which this endorsement is attached. It is further agreed however, that to the extent coverage otherwise provided under this contract is more favorable for the Insured than it would be under the said California Standard Form Fire Insurance Policy, then such broader conditions shall prevail, and all permits, privileges and agreements necessary to maintain the validity of the California Standard Form Fire Insurance Policy in its entirety are hereby granted specifically by this Company to the Insured and all notices required to be given by the Insured to this Company under the terms of the California Standard Form Fire Insurance Policy are hereby waived with the exception of requirements applying at the time of and subsequent to loss:

All situated: at location of property as shown in the declarations, State of California.

CALIFORNIA STANDARD FORM FIRE INSURANCE POLICY

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this company be liable for loss by theft.

Other insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured; or (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of 60 consecutive days; or (c) as a result of explosion or riot.

Pro rata liability. This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give written notice to this company of any loss without unnecessary delay, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this company, the insured shall render to this company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required and obtainable, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies [illegible]

KK5020

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10-12-77 forms a part of

Policy No. 816 16 34 issued to: PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURC

By: LEXINGTON INSURANCE COMPANY

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Lexington Insurance Company (herein called the Company) to pay any amount claimed to be due hereunder, the Company hereon at the request of the Insured will submit to the jurisdiction of any Court of competent jurisdiction within the State of California and will comply with all requirements necessary to give such court jurisdiction and service of process in such suit may be made upon Western Risk Specialists, Inc., Los Angeles, California, and that any suit instituted against the Company upon this Contract, the Company will abide by the final decision of such Court or of any Appellate court in the event of an Appeal.

The above named are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statue of the State of California which makes provisions therefor, the Company hereby designates the Superintendant, Commissioner or Director of Insurance of other officer specified for that purpose in the statue, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

END. LEX - 105
so/12-28-77

KK5021

ENDORSEMENT

This endorsement, effective 12.01 A.M. 10-12-77 forms a part of
policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

MINIMUM PREMIUM ENDORSEMENT

IT IS AGREED THAT, IN THE EVENT OF CANCELLATION OF THIS POLICY BY THE INSURED, A MINIMUM PREMIUM OF $10,810 , SHALL BECOME EARNED; OTHER CONDITIONS OF THE BASIC POLICY NOTWITHSTANDING.

IN THE EVENT OF CANCELLATION BY THE COMPANY, THE STANDARD PRO-RATA CANCELLATION CLAUSE WILL BE FOLLOWED.

End. LEX - 110
80/12-28-77

KK5022

POLICY DEDUCTIBLE

It is hereby understood and agreed that each claim for loss or damage (separately occurring) shall be adjusted separately and from each such adjusted claim, the amount of $ *SEE BELOW shall be deducted.

It is further understood and agreed that in the event of any other insurance, whether or not concurrent, the deductible specified herein shall apply in full against that portion of any claim for loss or damage, which this Company is called upon to pay under the provisions of the Apportionment Clause irrespective of any provisions of such other insurance.

*$5,000 OF LIMIT AS RESPECTS VANDALISM AND MALICIOUS MISCHIEF;
$1,000 ON ALL OTHER PERILS

Attached to an forming part of Policy No. 816 16 34

Issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 10-12-77 BY LEXINGTON INSURANCE COMPANY

form LEX 115
so/12-28-77

KK5023

ENDORSEMENT

This endorsement, effective 12:01 AM, 10-12-77 forms a part of

Policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

AMENDMENT OF CANCELLATION PROVISION

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE - CANCELLATION - IS AMENDED, IN PART, TO READ:

"...THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE ASSURED AT THE ADDRESS SHOWN IN THIS POLICY OR LAST KNOWN ADDRESS WRITTEN NOTICE, WITH OR WITHOUT TENDER OF THE EXCESS OF PAID PREMIUM ABOVE THE PRO-RATA PREMIUM FOR THE EXPIRED TIME, STATING WHEN, NOT LESS THAN THIRTY (30) DAYS THEREAFTER EXCEPT NOT LESS THAN FIVE (5) DAYS THEREAFTER FOR NON PAYMENT OF PREMIUM SUCH CANCELLATION SHALL BE EFFECTIVE..."

END. LEX - 126
so/12-28-77

KK5024

NUCLEAR EXCLUSION CLAUSE
(For Use on Policies Which Include Coverage Against the Peril of Fire)

This Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part, caused by, contributed to, or aggravated by the peril(s) insured against in this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

Attached to and forming part of Policy No. 816 16 34

Issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 10-12-77 BY LEXINGTON INSURANCE COMPANY

Form LEX - 135

WAR EXCLUSION CLAUSE

This policy shall not apply to any liability of the Insured due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Attached to an forming part of Policy No. 816 16 34

Issued To PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 10-12-77

By: LEXINGTON INSURANCE COMPANY

Form LEX - 130
so/12-28-77

KK5025

SALVAGE AND RECOVERY CLAUSE

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

Attached to an forming part of Policy No. 816 16 34

Issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 10-12-77 BY LEXINGTON INSURANCE COMPANY

Form LEX - 140
so/12-28-77

Lexington Insurance Company

EFFECTIVE TIME ENDORSEMENT

The time of inception and the time of expiration of this policy and of any schedule or endorsement attached shall be 12:01 a.m. standard time.

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

KK5026

ENDORSEMENT

This endorsement, effective 12:01 A. M. 10-12-77 forms a part of policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH by LEXINGTON INSURANCE COMPANY

WATCHMAN WARRANTY

IT IS AGREED THE INSURED WILL AT ALL TIMES MAINTAIN A QUALIFIED WATCHMAN ON EACH PREMISES INSURED HEREUNDER. WIOLATION OF THIS WARRANTY SUSPENDS ALL COVERAGE HEREUNDER AT THE PREMISES OF AND DURING THE COURSE OF SAID VIOLATION, ALL WITHOUT ANY REQUIREMENT THAT THE OCCURRENCE OF THE LOSS BE IN ANY WAY RELATED TO SAID VIOLATION.

so/12-28-77

Form 1803

F. S. Olesiewicz
Authorized Representative

KK5027

BUILDING, EQUIPMENT, STOCK AND BLANKET FORM

($100 DEDUCTIBLE APPLICABLE)

Insurance attaches only to those items specifically described in this policy for which a specific amount is shown and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

DEDUCTIBLE CLAUSE: THE SUM OF $100 SHALL BE DEDUCTED FROM THE AMOUNT WHICH WOULD OTHERWISE BE RECOVERABLE FOR EACH LOSS SEPARATELY OCCURRING TO PROPERTY COVERED HEREUNDER FROM FIRE, LIGHTNING OR OTHER PERILS INSURED AGAINST BY THIS POLICY, INCLUDING ENDORSEMENTS THERETO, AND THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF SUCH EXCESS. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (OR STRUCTURE) INCLUDING ITS CONTENTS; SEPARATELY TO CONTENTS IN EACH BUILDING (OR STRUCTURE) IF SUCH BUILDING (OR STRUCTURE) IS NOT COVERED HEREUNDER; AND SEPARATELY TO ALL PERSONAL PROPERTY IN THE OPEN.

THIS CLAUSE DOES NOT APPLY TO PROPERTY OR PERILS SUBJECT TO A DEDUCTIBLE GREATER THAN $100 BY THE PROVISIONS OF ANY FORM OR ENDORSEMENT ATTACHED TO THIS POLICY.

This clause does not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rental Value or Leasehold Interest.

A. DESCRIPTION OF COVERAGE

When the insurance under this policy covers "Building," "Equipment," "All Property" or "Stock", such insurance shall cover in accordance with the following definitions. ALL SUBJECT TO THE SPECIFIC EXCLUSIONS AND MODIFICATIONS PROVIDED ELSEWHERE IN THIS POLICY:

BUILDING: Building or structure in its entirety, including all fixtures and machinery used for the service of the building itself, provided such fixtures and machinery are contained in or attached to and constitute a part of the building; additions in contact therewith; platforms, chutes, conveyors, bridges, trestles, canopies, gangways, and similar exterior structures attached thereto and located on the described premises, provided, that if the same connect with any other building or structure owned by the named Insured, then this insurance shall cover only such portion of the same situate on the described premises as lies between the building covered under this policy and a point midway between it and such other building or structure; also (a) awnings, signs, door and window shades and screens, storm doors and storm windows; (b) cleaning and fire fighting apparatus; (c) janitors' supplies, tools and implements; (d) materials and supplies intended for use in construction, alterations or repairs of the building. Provided, however, that property described in (a), (b), (c) and (d) immediately above must be, at the time of any loss, (1) the property of the named Insured who is the owner of the building; and (2) used for the maintenance or service of the building; and (3) contained in or attached to the building; and (4) not specifically covered under an item other than the "Building" item of this or any other policy.

EQUIPMENT: Equipment and personal property of every description, and, provided the described building is not owned by the named Insured, "IMPROVEMENTS AND BETTERMENTS." THIS COVERAGE DOES NOT INCLUDE "STOCK" AS DEFINED BELOW NOR PROPERTY COVERED UNDER THE "BUILDING" ITEM OF THIS OR ANY OTHER POLICY.

ALL PROPERTY (BLANKET): All property of an insurable nature, both real and personal, now existing or hereafter acquired, EXCEPT "STOCK" AS DEFINED BELOW.

STOCK: Stock of goods, wares and merchandise of every description, manufactured, unmanufactured, or in process of manufacture; materials and supplies which enter into the manufacture, packing, handling, shipping and sale of same; advertising materials; all being the property of the named Insured, or sold but not removed (it being understood that the value of stock sold but not removed shall be the Insured's selling price and that such value shall be considered as actual cash value in the application of any clauses forming a part of this policy); and the Insured's interest in materials, labor and charges furnished, performed on or incurred in connection with the property of others.

B. EXTENSIONS OF COVERAGE

1. ON-PREMISES: Personal property of the kind and nature covered under any item hereof shall be covered under the respective item (a) while in, on, or under sidewalks, streets, platforms, alleyways or open spaces, provided such property (1) is located within fifty (50) feet of the described "Building," or (2) in the case of materials and supplies intended for use in construction, alterations or repairs of the described "Building," is located within one hundred (100) feet of said "Building"; and (b) while in or on cars and vehicles within three hundred (300) feet of the described "Building"; and (c) while in or on barges and scows or other vessels within one hundred (100) feet of the described premises. PROVIDED THAT PROPERTY COVERED BY MARINE, INLAND MARINE OR TRANSPORTATION INSURANCE OF ANY KIND, SHALL NOT BE COVERED UNDER THIS EXTENSION CLAUSE. The word "premises" is substituted above for the word "Building" if property in more than one building is covered blanket under one amount of insurance.

2. OFF-PREMISES: (Applicable only when the eighty per cent (80%) or higher Coinsurance Clause [Average Clause] applies): The Insured may apply up to two percent (2%) of the amount of insurance, BUT NOT EXCEEDING FIVE THOUSAND DOLLARS ($5,000.00), to cover the described property, OTHER THAN MERCHANDISE OR STOCK (RAW, IN PROCESS, OR FINISHED), while temporarily removed from the described premises for purposes of cleaning, repairing, reconstruction or restoration.

THIS EXTENSION OF COVERAGE SHALL: (a) NOT APPLY TO DWELLING OR FARM PROPERTY; (b) NOT APPLY TO PROPERTY IN TRANSIT NOR TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE INSURED; (c) NOT APPLY EXCEPT AS EXCESS OVER THE AMOUNT DUE FROM ANY OTHER INSURANCE COVERING THE PROPERTY, WHETHER COLLECTIBLE OR NOT; AND (d) IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

3. PROPERTY OF OTHERS: To the extent that the named Insured shall be liable by law for loss thereto or shall prior to loss have specifically assumed liability therefor, any item of this policy covering on personal property shall also cover property of the kind and nature described in such item, at the location(s) herein indicated, held in trust, or on consignment or commission, or on joint account with others, or left for storage or repairs.

4. DEBRIS REMOVAL: This insurance covers expense incurred in the removal of debris of the property covered hereunder, which may be occasioned by loss caused by any of the perils insured against in this policy.

THE TOTAL LIABILITY UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY TO THE PROPERTY COVERED.

Debris removal expense shall not be considered in the determination of actual cash value in the application of any clause forming a part of this policy.

UNDER EXTENSIONS 1, 2, 3 AND 4 ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING THE PROPERTY AGAINST THE PERIL CAUSING THE LOSS, WHETHER OR NOT SUCH OTHER INSURANCE CONTAINS SUCH EXTENSIONS.

KK5028

5. IMPROVEMENTS AND BETTERMENTS: "IMPROVEMENTS AND BETTERMENTS" in or to building(s) not owned by the named Insured at any location hereinbefore described, provided such "IMPROVEMENTS AND BETTERMENTS" are covered under this policy as property of the named Insured, are subject to the following provisions:

(a) The term "Improvements and Betterments" wherever used in this policy is defined as fixtures, alterations, installations, or additions comprising a part of the described building and made or acquired at the expense of the Insured exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.

(b) The word "Lease" wherever used in this policy shall mean the lease or rental agreement, whether written or oral, in effect as of the time of loss.

(c) In the event Improvements and Betterments are damaged or destroyed during the term of this policy by the perils insured against, THE LIABILITY OF THIS COMPANY SHALL BE DETERMINED AS FOLLOWS:

(1) If repaired or replaced at the expense of the Insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed Improvements and Betterments.

(2) IF NOT REPAIRED OR REPLACED WITHIN A REASONABLE TIME AFTER SUCH LOSS, THAT PROPORTION OF THE ORIGINAL COST AT TIME OF INSTALLATION OF THE DAMAGED OR DESTROYED IMPROVEMENTS AND BETTERMENTS WHICH THE UNEXPIRED TERM OF THE LEASE AT THE TIME OF LOSS BEARS TO THE PERIOD(S) FROM THE DATE(S) SUCH IMPROVEMENTS AND BETTERMENTS WERE MADE TO THE EXPIRATION DATE OF THE LEASE.

(3) IF REPAIRED OR REPLACED AT THE EXPENSE OF OTHERS FOR THE USE OF THE INSURED, THERE SHALL BE NO LIABILITY HEREUNDER.

E. OTHER PROVISIONS

1. LOSS CLAUSE: Any loss hereunder shall not reduce the amount of this policy.

2. BREACH OF WARRANTY CLAUSE: If a breach of any warranty or condition contained in any rider attached to or made a part of this policy shall occur, which breach by the terms of such warranty or condition shall operate to suspend or avoid this insurance, it is agreed that such suspension or avoidance due to such breach, shall be effective only during the continuance of such breach and then only as to the building, fire division, contents therein, or other separate location to which such warranty or condition has reference and in respect of which such breach occurs.

3. SUBROGATION WAIVER CLAUSE: This insurance shall not be invalidated should the Insured waive in writing any or all right of recovery against any party for loss, PROVIDED, HOWEVER, THAT IN THE EVENT THE INSURED WAIVES ONLY A PART OF HIS RIGHTS AGAINST ANY PARTICULAR THIRD PARTY, THIS COMPANY SHALL BE SUBROGATED WITH RESPECT TO ALL RIGHTS OF RECOVERY WHICH THE INSURED MAY RETAIN AGAINST ANY SUCH THIRD PARTY FOR LOSS FROM THE PERILS INSURED AGAINST TO THE EXTENT THAT PAYMENT THEREFOR IS MADE BY THIS COMPANY; ALL SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

(a) If made before loss has occurred, such agreement may run in favor of any third party;

(b) IF MADE AFTER LOSS HAS OCCURRED, SUCH AGREEMENT MAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS:

(1) A THIRD PARTY INSURED UNDER THIS POLICY; OR

(2) A CORPORATION, FIRM, OR ENTITY (a) OWNED OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL STOCK OR OTHER PROPRIETARY INTEREST, OR (b) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED; OR

(3) A TENANT OF THE NAMED INSURED.

4. PERMITS AND AGREEMENTS CLAUSE: Permission granted: (a) For such use of the premises as is usual and incidental to the business conducted therein and for existing and increased hazards and for change in use or occupancy except as to any specific hazard, use, or occupancy prohibited by the express terms of this policy or by any endorsement thereto; (b) To keep and use all articles and materials, usual and incidental to said business, in such quantities as the exigencies of the business require; (c) For the building(s) to be in course of construction, alteration or repair, all without limit of time but without extending the term of this policy, and to build additions thereto, and this policy, under its respective item(s), shall cover on or in such additions in contact with such building(s).

This insurance shall not be prejudiced: (1) By any act or neglect of the owner of the building(s) if the Insured is not the owner thereof, or by any act or neglect of any occupant of the building(s) (other than the named Insured), when such act or neglect of the owner or occupant is not within the control of the named Insured; (2) By failure of the named Insured to comply with any warranty or condition contained in any form, rider or endorsement attached to this policy with regard to any portion of the premises over which the named Insured has no control; nor (3) shall this insurance be prejudiced by any error in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and contents if covered under a single item of insurance.

5. MORTGAGEE CLAUSE: (THIS ENTIRE CLAUSE IS VOID UNLESS NAME OF MORTGAGEE OR TRUSTEE IS INSERTED ON THE FIRST PAGE OF THIS POLICY IN SPACE PROVIDED THEREFOR): If another mortgagee or loss payable endorsement applicable to buildings is separately attached to this policy, such other endorsements shall supersede the provisions of this clause. Loss (if any) under this policy, ON BUILDINGS ONLY, shall be payable to the mortgagee(s), if named as payee(s) on the first page of this policy, as mortgagee(s) under any present or future mortgage upon the property described in and covered by this policy, as interest may appear, and in order of precedence of said mortgages. (a) The terms "mortgage," "mortgagee" and "mortgagor" wherever used in this clause shall be deemed to include deeds of trust and the respective parties thereto. (b) This insurance, as to the interest of the mortgagee only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, nor by the use of the premises for purposes more hazardous than are permitted by this policy. (c) Any mortgagee who shall have or acquire knowledge that the premises are being used for purposes more hazardous than are permitted by this policy or that the premises have been vacant or unoccupied beyond the period permitted by this policy, shall forthwith notify this Company thereof and shall cause the consent of the Company thereto to be noted on this policy; and in the event of failure so to do, all rights of such mortgagee hereunder shall forthwith terminate. (d) In case the mortgagor or owner shall fail to pay any premium due or to become due under this policy, the mortgagee hereby covenants and agrees to pay the same on demand. The mortgagee also covenants and agrees to pay on demand the premium for any increased hazard for the term of the existence thereof. (e) This Company shall not be liable to the mortgagee for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, under policies issued to, held by, or payable to the mortgagee, whether collectibe or not. (f) The policy provisions relating to "Mortgagee Interests and Obligations" are specifically referred to and made a part of this clause.

6. LIBERALIZATION CLAUSE: If during the period that insurance is in force under this policy, or within forty-five (45) days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

7. NUCLEAR CLAUSE: THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY. KK5030

8. DEFERRED PREMIUM PAYMENT PLAN: IF THE INSURED ELECTS TO PAY THE PREMIUM IN EQUAL ANNUAL PAYMENTS AS INDICATED ON THE FIRST PAGE OF THIS POLICY, THE PREMIUM FOR THIS POLICY IS HEREBY MADE SO PAYABLE, PROVIDED THAT NO PAYMENT SHALL BE LESS THAN THE MINIMUM PREMIUM APPLICABLE.

IF THE INSURED IS IN DEFAULT OF ANY SUCH PREMIUM PAYMENT AND THIS COMPANY ELECTS TO CANCEL THIS POLICY, NOTICE OF CANCELLATION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS POLICY, BUT IN SUCH CASE ANY PORTIONS OF THE PREMIUM PREVIOUSLY PAID SHALL BE EARNED BY THIS COMPANY.

F. EXTENDED COVERAGE ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR EXTENDED COVERAGE IS INSERTED IN THE SPACE PROVIDED ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON.

In consideration of the premium for this coverage, and subject to the provisions herein and in the policy to which this endorsement is attached including endorsements thereon, this policy is extended to insure against direct loss by windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, except as hereinafter provided.

PROVISIONS APPLICABLE ONLY TO WINDSTORM AND HAIL: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY FROST OR COLD WEATHER, OR ICE (OTHER THAN HAIL), SNOW OR SLEET, WHETHER DRIVEN BY WIND OR NOT.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN CAUSED: (a) BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS THE BUILDING(S) COVERED OR CONTAINING THE PROPERTY COVERED SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND THEN SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDING(S) THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAIL; OR (b) BY WATER FROM SPRINKLER EQUIPMENT OR FROM OTHER PIPING, UNLESS SUCH EQUIPMENT OR PIPING BE DAMAGED AS A DIRECT RESULT OF WIND OR HAIL.

UNLESS AN ADDITIONAL PREMIUM IS CHARGED AND THIS POLICY IS SPECIFICALLY ENDORSED TO PROVIDE FOR COVERAGE OF WINDSTORM AND HAIL DAMAGE TO THE FOLLOWING PROPERTY, THIS COMPANY SHALL NOT BE LIABLE FOR WINDSTORM OR HAIL DAMAGE TO: (a) WINDMILLS, WIND PUMPS OR THEIR TOWERS; (b) CROP SILOS OR THEIR CONTENTS; (c) METAL SMOKESTACKS; OR (d) UNLESS WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF: (1) GRAIN, HAY, STRAW OR OTHER CROPS; (2) LAWNS, TREES, SHRUBS OR PLANTS; (3) AWNINGS OR CANOPIES (FABRIC OR SLAT), INCLUDING THEIR SUPPORTS; (4) SIGNS OR RADIO OR TELEVISION ANTENNAS, INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS.

PROVISIONS APPLICABLE ONLY TO EXPLOSION: Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED.

G. VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR THIS COVERAGE IS SHOWN ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON AND ONLY WHEN THE EXTENDED COVERAGE ENDORSEMENT IS ALSO MADE EFFECTIVE.

In consideration of the premium for this coverage, and subject to the provisions of this policy and the Extended Coverage Endorsement, the coverage under said Extended Coverage Endorsement is extended to include direct loss by Vandalism and Malicious Mischief.

PROVISIONS APPLICABLE ONLY TO VANDALISM AND MALICIOUS MISCHIEF: The terms "vandalism" and "malicious mischief;; as used herein mean only willful and malicious damage to or destruction of the property covered hereunder.

(1) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF THIRTY (30) CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF THIS COVERAGE; but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision be applicable to private dwelling property.

Definitions: (a) Vacant-containing no contents pertaining to operations or activities customary to occupancy of the building. (b) Unoccupied-containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

(2) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS: (a) TO GLASS (OTHER THAN GLASS BUILDING BLOCKS) CONSTITUTING A PART OF A BUILDING, STRUCTURE OR AN OUTSIDE SIGN; (b) BY PILFERAGE, THEFT, BURGLARY OR LARCENY, EXCEPT THAT THIS COMPANY SHALL BE LIABLE FOR WILLFUL DAMAGE TO THE BUILDING(S) COVERED HEREUNDER CAUSED BY BURGLARS; (c) BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED; OR BY RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) FROM DEPRECIATION, DELAY, DETERIORATION OR LOSS OF MARKET; NOR, UNLESS SPECIFICALLY ENDORSED HEREON, FOR ANY LOSS RESULTING FROM CHANGE IN TEMPERATURE OR HUMIDITY.

Paste Here To Attach To Policy

THE FOLLOWING ARE NOT EXPLOSIONS WITHIN THE INTENT OR MEANING OF THESE PROVISIONS: (a) SHOCK WAVES CAUSED BY AIRCRAFT, GENERALLY KNOWN AS "SONIC BOOM;" (b) ELECTRIC ARCING; (c) RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) WATER HAMMER; (e) RUPTURE OR BURSTING OF WATER PIPES; (f) RUPTURE OR BURSTING DUE TO EXPANSION OR SWELLING OF THE CONTENTS OF ANY BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM WATER; (g) RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.

Any other explosion clause made a part of this policy is superseded by this endorsement.

PROVISIONS APPLICABLE ONLY TO RIOT, RIOT ATTENDING A STRIKE AND CIVIL COMMOTION: Loss by riot, riot attending a strike or civil commotion shall include direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. UNLESS SPECIFICALLY ENDORSED HEREON, THIS COMPANY SHALL NOT BE LIABLE FOR LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF THE DESCRIBED PROPERTY DUE TO CHANGE IN TEMPERATURE OR HUMIDITY OR INTERRUPTION OF OPERATIONS WHETHER OR NOT SUCH LOSS IS COVERED BY THIS POLICY AS TO OTHER PERILS.

PROVISIONS APPLICABLE ONLY TO LOSS BY AIRCRAFT AND VEHICLES: The term "aircraft," as used in this endorsement, shall include self-propelled missiles and spacecraft. The term "vehicles," as used in this endorsement, means vehicles running on land or tracks BUT NOT AIRCRAFT. LOSS BY AIRCRAFT OR BY VEHICLES SHALL INCLUDE ONLY DIRECT LOSS RESULTING FROM ACTUAL PHYSICAL CONTACT OF AN AIRCRAFT OR A VEHICLE WITH THE PROPERTY COVERED HEREUNDER OR WITH THE BUILDING(S) CONTAINING THE PROPERTY COVERED HEREUNDER, EXCEPT THAT LOSS BY AIRCRAFT INCLUDES DIRECT LOSS BY OBJECTS FALLING THEREFROM. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS: (a) BY ANY VEHICLE OWNED OR OPERATED BY AN INSURED OR BY ANY TENANT OF THE DESCRIBED PREMISES; (b) BY ANY VEHICLE TO FENCES, DRIVEWAYS, WALKS OR, UNLESS WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF, TO LAWNS, TREES, SHRUBS OR PLANTS; (c) TO ANY AIRCRAFT OR VEHICLE INCLUDING CONTENTS THEREOF OTHER THAN STOCKS OF AIRCRAFT OR VEHICLES IN PROCESS OF MANUFACTURE OR FOR SALE.

PROVISIONS APPLICABLE ONLY TO SMOKE: The term "smoke" as used in this endorsement means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, ONLY WHEN SUCH UNIT IS CONNECTED TO A CHIMNEY BY A SMOKE PIPE OR VENT PIPE, AND WHILE IN OR ON THE DESCRIBED PREMISES BUT NOT SMOKE FROM FIREPLACES OR INDUSTRIAL APPARATUS.

WAR RISK EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY (a) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES; (b) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.

WATER EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING—

(a) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;

(b) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;

(c) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY EXPLOSION AS INSURED AGAINST HEREUNDER ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

OTHER PROVISIONS:

A claim for loss by any peril insured against by this endorsement shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

THIS ENDORSEMENT DOES NOT INCREASE THE AMOUNT(S) OF INSURANCE PROVIDED IN THIS POLICY.

APPORTIONMENT: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INCLUDED IN THIS ENDORSEMENT THAN (1) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE COVERS AGAINST THE ADDITIONAL PERIL OR PERILS INSURED HEREUNDER, NOR (2) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE; EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS," SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS ENDORSEMENT) FOR SUCH JOINT LOSS SHALL BE LIMITED TO ITS PROPORTIONATE PART OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE. THE WORDS "JOINT LOSS," AS USED IN THE FOREGOING, MEAN THAT PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO WHICH THIS ENDORSEMENT AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO BOTH APPLY.

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PROVISIONS APPLICABLE ONLY WHEN THIS ENDORSEMENT IS ATTACHED TO A POLICY COVERING BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS: THE TERM "DIRECT," AS APPLIED TO LOSS, MEANS LOSS, AS LIMITED AND CONDITIONED IN SUCH POLICY, RESULTING FROM DIRECT LOSS TO DESCRIBED PROPERTY FROM THE PERIL(S) INSURED AGAINST; AND WHILE THE BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS DUE TO INTERFERENCE BY ANY PERSON(S) WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS.

Caution: WHEN THIS ENDORSEMENT IS PURCHASED WITH ONE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.

STANDARD FIRE INSURANCE POLICY for Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, [illegible] Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, [illegible]

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other Insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; **and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss,** signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this Company of any property.

When loss payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

Subrogation. This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

STATE EXCEPTIONS

KANSAS: The words "demand and" in line 58 and "on demand" in lines 65 and 67 are deleted. The words "twelve months" in line 161 are changed to "sixty months".

MAINE: The words "five days" in line 62 are changed to "ten days". The words "twelve months" in line 161 are changed to "two years".

NORTH DAKOTA: The words "twelve months" in line 161 are changed to "thirty-six months".

FLORIDA AND WISCONSIN: The words "five days" in line 62 are changed to "ten days".

MISSOURI: Lines 60 through 67 of the Standard Fire Policy are amended as follows: "This policy may be cancelled, not renewed, reduced in amount or adversely modified at any time by this Company by giving to the insured a thirty days' written notice of cancellation, non-renewal, reduction in amount or adverse modification with or without tender of the excess of paid premium above the pro-rata premium for the expired time, which excess, if not tendered, shall be refunded on demand."

NORTH CAROLINA: The words "twelve months" in line 161 are changed to "three years". **VIRGINIA:** The words "twelve months" in line 161 are changed to "two years".

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

John Savoa KK5032 F. S. Oleksiw

SECRETARY PRESIDENT

GREAT SOUTHWEST FIRE INSURANCE CO
P.O. Box 1627 924 N. Country Club Dr.
Mesa, Arizona 85201

Interstate

Claire Janero + Richard Janero
DBA HAPPY ACRES
2461 Road K
Redwood Valley CA 95470

7-15-77 INCEPTION (MO.DAY YR.) | 7-15-78 EXPIRATION (MO.DAY YR.) | 1 YEARS

AGENT OF INSURED

Geo. F. Brown + Sons, Inc
111 Pine St
San Francisco CA 94111

IF PREMIUM IS PAYABLE ON INSTALLMENT BASIS DESCRIBE METHOD OF PAYMENT BELOW:
☐ MONTHLY $_____; ☐ QUARTERLY $_____; ☐ SEMI-ANNUALLY $_____

In consideration of the renewal premium stated the above numbered policy is renewed for the period specified, subject to the terms and conditions thereof, except as otherwise specified herein.

ANNUAL PREMIUM	TAX	POLICY and/or INSPECTION FEE	TOTAL PAID
$ 528.00	$ 15.34	$ 1.06	$

Fully Earned Policy Fee - $25.00

TOTAL - 569.50

UNDERSIGNED: San Francisco CA
JULY 27, 1977

MEMORANDUM COPY

AUTHORIZED AGENT

XK5033

[illegible] SOUTHWEST FIRE INSURANCE COMPANY (AMENDED)
9501 East Shea Boulevard
Scottsdale, Arizona 85065

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME) MO.	DAY	YR.	12:01 A.M.	NOON	INSURED	AGENCY AND CODE
CL 15754	7	15	77	X		DBA: HAPPY ACRES CLAIRE E. JAMERS & RICHARD	GEO. F. BROWN & SO. INC. 04312

EXCLUSION — PUNITIVE OR EXEMPLARY DAMAGE

It is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages. If a suit shall have been brought against the Insured for claim falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the company will afford a defense to such action. The company shall not have an obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

SEP 29 1977

8-31-77

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED — AUTHORIZED REPRESENTATIVE — DATE

SW 391

KK 5034

AGENT'S COPY
[illegible] 125
[illegible]

COUNTERSIGNATURE DATE	RENEWAL OR REPLACEMENT NO.
8-5-75 [illegible]	NEW

GENERAL LIABILITY POLICY

Part Two. This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes the below numbered

Item	DECLARATIONS	POLICY NUMBER GL- Nº 13754
1.	Named Insured	CLAIRE E. JA[illegible] & RICHARD M. JA[illegible]
	ADDRESS:	DBA: HAPPY A[illegible]
	(Number & Street, Town, County, State & Zip No.)	2451 ROAD "[illegible]"
		[illegible] VALLEY, CALIFORNIA 95470
2.	Policy Period: 12:01 A. M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	7-25-75 To: 7-[illegible]-76
	REPRESENTATIVE: Agent or Broker	GEO. F. [illegible] & [illegible], INC. 04812
	Office Address	111 PINE STREET
	Town and State	SAN FRANCISCO, CALIFORNIA 94111

GREAT SOUTHWEST FIRE INSURANCE COMPANY

P.O. BOX 1627
924 N. COUNTRY CLUB DRIVE
MESA, ARIZONA 85201

3. The insurance afforded is only with respect to such of the following Coverage Part(s) as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated in the Coverage Part(s), subject to all the terms of this policy having reference thereto.

COVERAGE PART(S) ATTACHED TO THE POLICY—INSERT FORM NUMBER AND TITLE		ADVANCE PREMIUM
OWNERS', LANDLORDS' & TENANTS' LIABILITY	L6416	$ 437.00
	State Tax	13.11
	Stamping Fee	1.75
	Policy Fee	25.00
Endorsements (IDENTIFY BY FORM NUMBERS)	# GSW 44, GSW 79, GSW 295; L9152, L9193	$
†If Policy Period more than one year and the premium is to be paid in installments, premium is payable: On effective date of policy $	Total Advance Premium	$ 476.86
	1st Anniversary $ 2nd Anniversary $	
Audit Period: Annual, unless otherwise stated.**		

4. The named insured is: individual X ; partnership ; corporation ; joint venture ; other

5. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:**

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION". † Not applicable in Texas

FOR HOME OFFICE USE ONLY

		EXPR.	STATE	COVERAGE	PROT CLASS	LOC.	TERM YRS.	TRANS.	CLASS	PREMIUM	COMMISSION %	COMMISSION AMOUNT	REINSURANCE %	REINSURANCE AMOUNT
ORIG.														
2ND INST.														
3RD INST.														
4TH INST.														

Countersigned by KK 5035

Form No. L40550 Rev. 10-1-68

Authorized Representative

State Compensation Insurance Company

COVERAGE PART — OWNERS, LANDLORDS AND TENANTS' LIABILITY INSURANCE — L 6416

COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

For attachment to Policy No. CT 13753, to complete said policy

ADDITIONAL DECLARATIONS

Location of insured premises (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Same

Interest of named insured in insured premises (CHECK BELOW)

[X] OWNER [ ] GENERAL LESSEE [ ] TENANT [ ] Other

Part occupied by named insured (ENTER BELOW)

Entire

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability each occurrence	Advance Premiums
A—Bodily Injury Liability	$ 300,000.	$ 437.00
B—Property Damage Liability	$ 50,000.	$ Incl.
Form numbers of endorsements attached at issue		$
CG 24 04, CG 20, CG 205, IG 251, IG 103	Total Advance Premium	$ 437.00

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations						
MENTAL-PSYCHOPATHIC INSTITUTIONS- including completed operations	CG997o	a)5407	Flat	Flat	437.00	Incl.

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or
B. property damage

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental thereto, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply

(l) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured.

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(m) to property damage to the named insured's products arising out of such products or any part of such products;

(n) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(o) to bodily injury or property damage included within the completed operations hazard or the products hazard;

KK5036

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

L 5151
(Ed. 7-66)

G 314

EXCLUSION

(Malpractice and Professional Services)

(Form A)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. CL 13754

Issued to

by

Authorized Representative

Description of Operations:

MEDICAL-PSYCHOGRAPHIC EXAMINATIONS

It is agreed that with respect to any operation described above or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury or property damage due to

1. the rendering of or failure to render
   (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
   (b) any service or treatment conducive to health or of a professional nature; or
   (c) any cosmetic or tonsorial service or treatment;
2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. the handling of or performing of autopsies on dead bodies.

AUTHENTIC

KK5037

G010
19193

PRODUCTS HAZARD EXCEPTIONS

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.

Description of Premises and Operations:

MENTAL-PSYCHOPATHIC INSTITUTIONS

All other terms and conditions remain unchanged.

Attached to and forming part of No. GL 13754

Issued to DBA: HAPPY ACRES

Effective JULY 15, 1975

By

[illegible] INSURANCE CO.

[ ] INTERSTATE FIRE & CASUALTY COMPANY

[ ] CHICAGO INSURANCE COMPANY

FC-CIC-GO-20 (10/70)

KK5938

GREAT SOUTHWEST FIRE INSURANCE COMPANY P.O. Box 1627, Mesa, Arizona 85201

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME) MO.	DAY	YR.	12:01 A.M.	NOON	INSURED	AGENCY AND CODE
[illegible]	7	25	75	7	76	[illegible]	

CLASSIFICATION LIMITATION ENDORSEMENT

It is hereby understood and agreed that coverage as provided by this policy applies only to those operations as described under the Description of Hazards section of the applicable coverage part described in Item 3. of form L4050D.

GSW 295 (1-74)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED AUTHORIZED REPRESENTATIVE DATE

KK5039

GREAT SOUTHWEST FIRE INSURANCE COMPANY

Attaching to and forming part of Policy No. gl 13754

ASSAULT AND BATTERY EXCLUSION

IT IS HEREBY UNDERSTOOD AND AGREED THAT NO COVERAGE SHALL APPLY UNDER THIS POLICY FOR ANY CLAIM, DEMAND OR SUIT BASED ON ASSAULT AND BATTERY, AND ASSAULT AND BATTERY SHALL NOT BE DEEMED AN ACCIDENT, WHETHER OR NOT COMMITTED BY OR AT THE DIRECTION OF THE INSURED.

GREAT SOUTHWEST FIRE INSURANCE COMPANY

GSW(LIA)44(7-69)

KK5040

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other office specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon President, or his nominee, of the Company at 924 North Country Club Drive, Mesa, Arizona and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

All other terms and conditions of this policy remain unchanged.

_____ Agent

GSW 79 (10-73) Rev.

KK5041

No. 74 79 06

California Standard Form Fire Insurance Policy

AETNA
INSURANCE COMPANY
HARTFORD, CONNECTICUT

Insured's Name and Mailing Address
CLAIRE E.AND RICHARD M. JANERO
DBA: HAPPY ACRES
2451 ROAD "K"
REDWOOD VALLEY,CALIFORNIA

4/14/75 — 4/14/78 — 3 Years
Inception (Mo. Day Yr.) Expiration (Mo. Day Yr.)

Agent or Broker
RONALD B. MAYFIELD
P.O. BOX 414
UKIAH,CA. 95482

40 96 28
Renewal of

A STOCK COMPANY

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

AMOUNT	RATE	PREPAID TERM PREMIUM DUE AT INCEPTION	ANNUAL PAYMENT DUE UNDER DEF. PREM. PAY. PLAN	PERIL(S) Insured Against and Coverage(s) Provided (Insert Name of Each)
$ 107,800	$ .610/.896/CHG.	$	$ 618.	FIRE AND LIGHTNING
XXXXXXX	$ .086/.046	$	$ 174.	EXTENDED COVERAGE
	$ .010/.014	$	$ 38.	V&MM
	$	$	$	
	$	$	$	
$ 2490. TOTAL PREMIUM FOR POLICY TERM UNDER D. P. P. P.	TOTAL(S)	$	$ 830.	

Item No.	Amount Fire or Fire and Extended Coverage, or Other Peril	Per Cent of Co-Insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
1.- $			AS PER 199NS ATTACHED

Subject to Form No(s). 78DNS(7/70) 196(1/72) 438BFUNS(5/42) 199NS(9/54) 372(11/50) NS hereto.
(INSERT FORM NUMBER(S) AND EDITION DATE(S))

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building item(s) shall be payable to:
RUSSEL STRICKLAND,P.O. BOX 216 REDWOOD VALLEY,CALIFORNIA 95470
(INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES))

Countersignature Date 4/14/75
4/1/75LME

Agency at UKIAH,CALIFORNIA

Ron Mayfield Agent

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the above specified dollars premium, this Company, for the term of years specified above from inception date shown above At 12:01 A.M. (Standard Time) to expiration date shown above At 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the above specified dollars, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED,** to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

1-400-304

KK5042

CHANGE ENDORSEMENT

Form FGE-1
(Ed. 9-75)

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW:

EFFECTIVE DATE	COMPANY	POLICY NUMBER
4/14/77	AETNA INSURANCE COMPANY	74 79 06

TERM	FROM	TO	FORM NUMBERS AND EDITION DATES
3 YRS	4/14/75	4/14/78	

INSURED'S NAME AND MAILING ADDRESS
CLAIRE E. AND RICHARD M. JANERO
DBA: HAPPY ACRES
2451 ROAD "K"
REDWOOD VALLEY, CALIFORNIA

AUTHORIZED REPRESENTATIVE'S NAME AND MAILING ADDRESS
RONALD B. MAYFIELD
P.O. BOX 414
UKIAH, CA. 95482

SIGNATURE

POLICY CHANGES

THE FOLLOWING ITEMS ON FORM 199NS OF ABOVE POLICY ARE HEREBY INCREASED

ITEM #1 FROM $44,000. TO $50,000.

ITEM #2 FROM $21,500. TO $24,000.

ITEM #3 FROM $14,000. TO $16,000.

ITEM #4 FROM $8,000. TO $9,000.

POLICY AMOUNT AND PREMIUM ADJUSTMENT

PREVIOUS	INCREASE	DECREASE	NEW	PREMIUM DUE AT ENDORSEMENT EFFECTIVE DATE
TOTAL POLICY AMOUNT $ 107,800.	$ 11,500.	$	TOTAL POLICY AMOUNT $ 119,300.	[X] ADDITIONAL [ ] RETURN
TOTAL INSTALLMENT PREMIUM $	$	$	TOTAL INSTALLMENT PREMIUM $	$ 67.

REMOVAL PERMIT If the Property covered by this Policy is removed to a new location described, then, subject to all of its provisions and stipulations, this Policy shall cover at each location during removal, for a period of ten (10) days from effective date of this endorsement, in proportion that the value at each location bears to the value of the property covered by this Policy; and thereafter it shall cover at the new location only.

RATING INFORMATION

DESCRIPTION OF PROPERTY COVERED (STATE COMPLETE DETAILS REQUIRED FOR RATING)	DEDUCTIBLE	RATE PUBLICATION NUMBER
	[ ] $100 ALL PERIL [ ] _____ [ ]	IF REPORTING FORM STATE POLICY CONTRIBUTION %

CHANGE IN AMOUNT, RATE, OR PREMIUM

(1) ITEM NO	(2) PERIL	(3) AMOUNT OF INSURANCE OR LIMIT OF LIABILITY IF REPORTING FORM: PREVIOUS	(4) NEW	(5) RATES [ ] PREPAID [X] DPP: PREVIOUS	(6) NEW	(7) % OF COINS APPLICABLE	(8) TOTAL PREMIUM DUE FOR REMAINDER OF POLICY TERM PREPAID OR DPP [X] ADDITIONAL [ ] RETURN*	(9) COMPLETE FOR DEFERRED PREMIUM PAYMENT ONLY: PREMIUM DUE EACH ANNIVERSARY: PREVIOUS	(10) NEW: NUMBER OF PAYMENTS REMAINING	(11) CHANGE: [ ] INCREASE [ ] DECREASE	(12) PREMIUM DUE FOR THIS ENDORSEMENT [ ] ADDITIONAL [ ] RETURN
	FIRE EC	$ 107,800.	$ 119,500.	.896 CHG .086 .046	.896 CHG .087 .046		$ 56. 10.	$	$	$	$
	XXX EQMM			.010 .014	.010 .014		1.				
TOTALS		$ 107,800	$ 119,500.				$ 67.	$	$	$	$

*RETURN PREMIUM COMPUTED [ ] SHORT RATE [ ] PRO RATA (IF PRO RATA ADVISE REASON)

KK5D43

Note: "Premium Due at Endorsement Effective Date" box—enter the total of Col. (8) if prepaid or the total of Col. (12) if D.P.P.

ENDORSEMENT NUMBER

RONALD B. MAYFIELD
UKIAH, CALIF.

S.F. FORM

FORM 199-EZ
(Nov. 1957)

ENDORSEMENT

DATED	ATTACHED TO AND FORMING PART OF	POLICY NO.	NAME OF INSURANCE COMPANY
5/1/75		74 79 06	AETNA INSURANCE COMPANY

ISSUED TO (INSURED & NAME & MAILING ADDRESS): CLAIRE E. AND RICHARD M. JANERO DBA: HAPPY ACRES

AGENCY AT: UKIAH, CALIF.

SIGNED: AGENT

COMMENCEMENT OF POLICY	EXPIRATION OF POLICY	EFFECTIVE DATE OF THIS ENDORSEMENT
4-14-75	4-14-78	4-14-75

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM
	FIRE				
	ECE				

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Name of Insured ☐ Inception Date ☐ Expiration Date ☐ Term ☐ Amount ☐ Rate ☐ Premium ☐ Description of Property Covered ☐ Description of Location of Property ☐ Description of Kind of Roof ☐ Mortgagee or Payee

IS CORRECTED OR CHANGED TO READ AS FOLLOWS

THE ANNUAL PREMIUM FOR THE ABOVE POLICY IS CORRECTED TO READ AS:

FIRE = 728
ECE = 91
V&MM = 11

TOTAL ANNUAL PREMIUM $830.00

*Consent by ..... Insured

*Consent by ..... Mortgagee or Payee

5/7/75

*Not required unless policy is reduced or restricted by this endorsement.

KK5044

[illegible]
[illegible], CA.

S.F. FORM

FORM 199-EZ
(Nov. 1957)

ENDORSEMENT

DATED	ATTACHED TO AND FORMING PART OF	POLICY NO.	NAME OF INSURANCE COMPANY
5-27-75bs		74-7[illegible]-06	AETNA INS. CO.

CLAIRE [illegible]. AND RICHARD M. [illegible] DBA: HAPPY ACRES — ISSUED TO (INSURED'S NAME & MAILING ADDRESS)

AGENCY AT: UKIAH, CA. — SIGNED: _____ AGENT

COMMENCEMENT OF POLICY	EXPIRATION OF POLICY	EFFECTIVE DATE OF THIS ENDORSEMENT
4-14-75	4-14-78	4-14-75

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM
	FIRE ECE				

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Name of Insured ☐ Inception Date ☐ Expiration Date ☐ Term ☐ Amount ☐ Rate ☐ Premium ☐ Description of Property Covered ☐ Description of Location of Property ☐ Description of Kind of Roof ☐ Mortgagee or Payee

IS CORRECTED OR CHANGED TO READ AS FOLLOWS

FORM SFDF-1(9-74) IS HEREBY ATTACHED TO THE ABOVE POLICY.

*Consent by _____
Insured

*Consent by _____
Mortgagee or Payee

*Not required unless policy is reduced or restricted by this endorsement.

KK5045

DWELLING BUILDING(S) AND CONTENTS BASIC FORM

(SEASONAL PROPERTY SHALL BE SO DESCRIBED IN THIS POLICY)

DF-1
(Ed. 9-74)
CALIFORNIA

Insurance attaches only to those items specifically described in this policy for which a specific amount is shown and unless otherwise provided, all provisions of this form and of the policy of which it is made a part shall apply separately to each item covered.

DESCRIPTION OF PROPERTY AND INTERESTS COVERED

COVERAGE A—DWELLING: When the insurance under this policy covers a dwelling, such insurance shall include additions in contact therewith; also, if the property of the owner of the described dwelling and when not otherwise covered, building equipment, fixtures and outdoor equipment all pertaining to the service of the described premises and while located thereon; also, materials and supplies located on the described premises or adjacent thereto, intended for use in construction, alteration or repair of such dwelling or private structures on the described premises.

Unless the occupancy is otherwise described on the first page of this policy, or by endorsement thereto, "dwelling" shall mean a building occupied principally for dwelling purposes by the number of families stated in this policy, BUT IN NO EVENT MORE THAN 4 FAMILIES.

COVERAGE B—APPURTENANT STRUCTURES: When the insurance under this policy covers structures, such insurance shall cover structures appertaining to the described premises and located thereon, including structures used exclusively for private garage purposes. COVERAGE B SHALL NOT APPLY TO STRUCTURES USED IN WHOLE OR IN PART FOR COMMERCIAL, MANUFACTURING OR FARMING PURPOSES OR TO THE DESCRIBED DWELLING AND ADDITIONS IN CONTACT THEREWITH.

COVERAGE C—HOUSEHOLD AND PERSONAL PROPERTY: When the insurance under this policy covers household and personal property, such insurance shall cover household and personal property usual or incidental to the occupancy of the premises as a dwelling and belonging to the Insured or members of the Insured's family of the same household, and such property for which the Insured may be liable and, at the option of the Insured, such property belonging to a servant or guest of the Insured; all while on the described premises. HOUSEHOLD AND PERSONAL PROPERTY DOES NOT INCLUDE:

1. ANIMALS, BIRDS OR FISH;
2. AIRCRAFT;
3. MOTOR VEHICLES OTHER THAN MOTORIZED EQUIPMENT USED FOR MAINTENANCE OF THE PREMISES; OR
4. BOATS OTHER THAN ROWBOATS AND CANOES.

If, during the term of this policy, the Insured removes household and personal property covered under Coverage C from the described premises to another location within this state and occupied in whole or in part as the Insured's residence, the amount of insurance for Coverage C shall apply at each location in the proportion that the value at each location bears to the total value of all such property covered under Coverage C.

COVERAGE D—RENTAL VALUE: When the insurance under this policy covers rental value, such insurance shall cover the fair rental value of the building or parts thereof, as furnished and equipped by the owner, whether rented or not. Loss of rental value shall be computed for the period of time, following damage to or destruction of the building or equipment therein or on the described premises (caused by a peril insured against) which would be required with the exercise of due diligence and dispatch, and not limited by the termination date of this policy, to restore the property to a tenantable condition, less such charges and expenses as do not continue.

Under Coverage D this policy covers rental value during a period of time, NOT EXCEEDING TWO WEEKS, while access to the described premises is prohibited by order of civil authority provided such order is given as a direct result of damage to adjacent premises by any peril insured against.

DEBRIS REMOVAL: THIS INSURANCE COVERS EXPENSE INCURRED IN THE REMOVAL OF DEBRIS OF THE PROPERTY COVERED HEREUNDER, WHICH MAY BE OCCASIONED BY LOSS CAUSED BY ANY OF THE PERILS INSURED AGAINST IN THIS POLICY. THE TOTAL LIABILITY UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY TO THE PROPERTY COVERED.

SUPPLEMENTARY COVERAGES

In the event the Insured elects to apply the following supplementary coverages, THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN WOULD HAVE BEEN THE CASE IF ALL POLICIES COVERING THE DESCRIBED PROPERTY HAD CONTAINED IDENTICAL PROVISIONS AND THE SAME ELECTION WERE MADE UNDER ALL POLICIES. THE AMOUNT(S) OF INSURANCE APPLICABLE TO THE FOLLOWING SUPPLEMENTARY COVERAGES SHALL NOT CONSTITUTE ADDITIONAL AMOUNTS OF INSURANCE UNDER THIS POLICY.

1. Appurtenant Structures: The Insured may apply up to 10% of the amount of insurance applicable to the dwelling covered under this policy to cover loss to structures as defined in Coverage B. THIS COVERAGE SHALL NOT APPLY TO STRUCTURES (OTHER THAN STRUCTURES USED EXCLUSIVELY FOR PRIVATE GARAGE PURPOSES) WHICH ARE RENTED OR LEASED IN WHOLE OR IN PART, OR HELD FOR SUCH RENTAL OR LEASE, TO OTHER THAN A TENANT OF THE DESCRIBED DWELLING.

2. Improvements, Alterations and Additions: The Insured, if not the owner of the described premises, may apply up to 10% of the amount of insurance applicable to Coverage C to cover loss to improvements, alterations and additions to the described dwelling and to structures as defined in Coverage B.

3. Away From Premises Coverage: The Insured may apply up to 10% of the amount of insurance applicable to Coverage C to cover loss to property, as defined in Coverage C (EXCEPT ROWBOATS AND CANOES) belonging to the Insured or members of the Insured's family of the same household, while elsewhere than on the described premises BUT WITHIN LIMITS OF THE UNITED STATES OF AMERICA AND CANADA. THIS COVERAGE SHALL NOT INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

4. Rental Value: THE INSURED MAY APPLY UP TO 10% OF THE AMOUNT OF INSURANCE APPLICABLE UNDER COVERAGE A TO COVER RENTAL VALUE, AS DEFINED IN COVERAGE D, AND NOT EXCEEDING 1/12 OF SAID 10% FOR EACH MONTH SUCH DWELLING OR APPURTENANT STRUCTURES, OR PARTS THEREOF, ARE UNTENANTABLE. THIS COVERAGE SHALL NOT APPLY TO LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF BUILDINGS OR STRUCTURES USED IN WHOLE OR IN PART FOR COMMERCIAL, MANUFACTURING OR FARMING PURPOSES, OR STRUCTURES (OTHER THAN STRUCTURES USED EXCLUSIVELY FOR PRIVATE GARAGE PURPOSES) WHICH ARE RENTED OR LEASED IN WHOLE OR IN PART, OR HELD FOR SUCH RENTAL OR LEASE, TO OTHER THAN A TENANT OF THE DESCRIBED DWELLING.

DEDUCTIBLE

LOSS DEDUCTIBLE CLAUSE: WITH RESPECT TO LOSS COVERED UNDER THIS POLICY, THIS COMPANY SHALL BE LIABLE ONLY WHEN SUCH LOSS IN EACH OCCURRENCE EXCEEDS $100 AND THEN ONLY FOR THE AMOUNT OF SUCH EXCESS. HOWEVER, IF THIS POLICY COVERS MORE THAN ONE DWELLING THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO THE AMOUNT OF LOSS TO EACH DWELLING INCLUDING PROPERTY APPERTAINING THERETO COVERED HEREUNDER. THIS DEDUCTIBLE DOES NOT APPLY TO RENTAL VALUE COVERAGE.

KK5046

PERILS INSURED AGAINST

This policy insures against direct loss to the property covered by the following perils AS DEFINED AND LIMITED HEREIN OR IN THE POLICY OF WHICH THIS FORM IS MADE A PART:

1. **Fire or Lightning**, EXCLUDING LOSS RESULTING FROM ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED, UNLESS FIRE ENSUES, AND THEN ONLY FOR THE LOSS CAUSED BY SUCH ENSUING FIRE.

2. **Removal**, MEANING LOSS BY REMOVAL OF THE PROPERTY COVERED HEREUNDER FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST. THE AMOUNT OF INSURANCE APPLIES PRO RATA FOR 5 DAYS AT EACH PROPER PLACE TO WHICH SUCH PROPERTY SHALL NECESSARILY BE REMOVED FOR PRESERVATION FROM THE PERILS INSURED AGAINST.

3. **Inherent Explosion**, meaning explosion occurring in the described dwelling or appurtenant structures or in any structure containing property covered hereunder from hazards inherent therein. Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED.

THE FOLLOWING ARE NOT EXPLOSIONS:

a. ELECTRIC ARCING;

b. RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN;

c. WATER HAMMER;

d. RUPTURE OR BURSTING OF WATER PIPES; OR

e. RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.

THIS POLICY IS EXTENDED TO INSURE AGAINST LOSS BY THE FOLLOWING PERILS 4 THROUGH 8, ONLY WHEN THE PREMIUM FOR EXTENDED COVERAGE IS INSERTED IN THE SPACES PROVIDED ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON.

4. **Windstorm or Hail**, EXCLUDING LOSS:

a. CAUSED DIRECTLY OR INDIRECTLY BY FROST OR COLD WEATHER OR ICE (OTHER THAN HAIL), SNOW OR SLEET, ALL WHETHER DRIVEN BY WIND OR NOT;

b. TO THE INTERIOR OF THE BUILDING, OR THE PROPERTY COVERED THEREIN CAUSED BY RAIN, SNOW, SAND, OR DUST, ALL WHETHER DRIVEN BY WIND OR NOT, UNLESS THE BUILDING COVERED OR CONTAINING THE PROPERTY COVERED SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT FORCE OF WIND OR HAIL AND THEN THIS COMPANY SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING OR THE PROPERTY COVERED THEREIN AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST, ENTERING THE BUILDING THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAIL;

c. BY WATER FROM SPRINKLERED EQUIPMENT OR FROM OTHER PIPING, UNLESS SUCH EQUIPMENT OR PIPING BE DAMAGED AS A DIRECT RESULT OF WIND OR HAIL; OR

d. UNLESS LIABILITY THEREFOR IS ASSUMED BY ENDORSEMENT HEREON, THIS COMPANY SHALL NOT BE LIABLE FOR DAMAGE TO THE FOLLOWING PROPERTY:

(1) WINDMILLS, WIND PUMPS OR THEIR TOWERS;

(2) CROP SILOS OR THEIR CONTENTS;

(3) METAL SMOKESTACKS; OR

(4) WHEN OUTSIDE OF BUILDINGS,

(a) GRAIN, HAY, STRAW OR OTHER CROPS;

(b) LAWNS, TREES, SHRUBS OR PLANTS;

(c) AWNINGS OR CANOPIES (FABRIC OR SLAT) INCLUDING THEIR SUPPORTS; OR

(d) SIGNS OR RADIO OR TELEVISION ANTENNAS AND AERIALS, INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS.

5. **Explosion**, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED.

THE FOLLOWING ARE NOT EXPLOSIONS:

a. SHOCK WAVES CAUSED BY AIRCRAFT, GENERALLY KNOWN AS "SONIC BOOM";

b. ELECTRIC ARCING;

c. RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN;

d. WATER HAMMER;

e. RUPTURE OR BURSTING OF WATER PIPES;

f. RUPTURE OR BURSTING DUE TO EXPANSION OR SWELLING OF THE CONTENTS OF ANY BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM WATER; OR

g. RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.

This Explosion provision, when effective, supersedes Inherent Explosion provision 3 herein.

6. **Riot, Riot Attending a Strike or Civil Commotion**, including direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. Unless specifically endorsed hereon, THIS COMPANY SHALL NOT BE LIABLE FOR LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF THE DESCRIBED PROPERTY DUE TO CHANGE IN TEMPERATURE OR HUMIDITY OR INTERRUPTION OF OPERATIONS WHETHER OR NOT SUCH LOSS IS COVERED BY THIS POLICY AS TO OTHER PERILS.

7. **Aircraft or Vehicles**, MEANING ONLY DIRECT LOSS RESULTING FROM ACTUAL PHYSICAL CONTACT OF A LAND VEHICLE OR AIRCRAFT, INCLUDING SELF-PROPELLED MISSILES OR SPACECRAFT, WITH PROPERTY COVERED HEREUNDER OR WITH THE BUILDING CONTAINING THE PROPERTY COVERED; AND DIRECT LOSS BY OBJECTS FALLING FROM AIRCRAFT; BUT EXCLUDING LOSS:

a. BY ANY VEHICLE OWNED OR OPERATED BY AN INSURED OR BY ANY TENANT OF THE DESCRIBED PREMISES; OR

b. BY ANY VEHICLE TO FENCES, DRIVEWAYS, WALKS, OR WHEN OUTSIDE OF BUILDINGS, TO LAWNS, TREES, SHRUBS OR PLANTS.

8. **Smoke**, MEANING ONLY SMOKE DUE TO A SUDDEN, UNUSUAL AND FAULTY OPERATION OF ANY HEATING OR COOKING UNIT, ONLY WHEN SUCH UNIT IS CONNECTED TO A CHIMNEY BY A SMOKE PIPE OR VENT PIPE, AND WHILE IN OR ON THE DESCRIBED PREMISES BUT NOT SMOKE FROM FIREPLACES.

THIS POLICY IS EXTENDED TO INSURE AGAINST LOSS BY VANDALISM AND MALICIOUS MISCHIEF ONLY WHEN THE PREMIUM FOR VANDALISM AND MALICIOUS MISCHIEF IS INSERTED IN THE SPACES PROVIDED ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON.

9. **Vandalism or Malicious Mischief**, MEANING ONLY THE WILFUL AND MALICIOUS DAMAGE TO OR DESTRUCTION OF THE PROPERTY COVERED EXCLUDING GLASS (OTHER THAN GLASS BUILDING BLOCKS) CONSTITUTING A PART OF THE BUILDING OR LOSS BY PILFERAGE, THEFT, BURGLARY OR LARCENY AND EXCLUDING LOSS IF THE DESCRIBED DWELLING HAD BEEN VACANT BEYOND A PERIOD OF 30 CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS. UNLESS SPECIFICALLY ENDORSED HEREON, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS RESULTING FROM CHANGE IN TEMPERATURE OR HUMIDITY.

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GENERAL EXCLUSIONS

1. THIS POLICY DOES NOT INSURE AGAINST LOSS:

a. CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING:

(1) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;

(2) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;

(3) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, OR FLOORS;

UNLESS LOSS BY FIRE OR EXPLOSION (NOT OTHERWISE EXCLUDED) ENSUES, AND THIS COMPANY SHALL THEN BE LIABLE ONLY FOR SUCH ENSUING LOSS;

b. CAUSED BY OR RESULTING FROM POWER HEATING OR COOLING FAILURE, UNLESS SUCH FAILURE RESULTS FROM PHYSICAL DAMAGE TO POWER, HEATING OR COOLING EQUIPMENT SITUATED ON PREMISES WHERE THE PROPERTY COVERED IS LOCATED, CAUSED BY THE PERIL(S) INSURED AGAINST. THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS SPECIFICALLY EXCLUDED UNDER THE RIOT PERIL OR THE VANDALISM AND MALICIOUS MISCHIEF PERIL;

c. OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDING(S) OR STRUCTURE(S) EXCEPT ANY ORDINANCE OR LAW REQUIRING THE USE OF SAFETY GLAZING MATERIAL IN REPLACEMENT OF DAMAGED GLASS CONSTITUTING A PART OF THE BUILDING COVERED HEREUNDER.

2. WAR RISK EXCLUSION CLAUSE (THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREUNDER EXCEPT THE PERILS OF FIRE AND LIGHTNING, WHICH ARE OTHERWISE PROVIDED FOR IN THIS POLICY): THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY (a) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES. IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH A GOVERNMENT, POWER, AUTHORITY OR FORCES; (b) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.

3. NUCLEAR CLAUSE THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE", RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, IS INSURED AGAINST BY THIS POLICY.

4. NUCLEAR EXCLUSION (THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREUNDER EXCEPT THE PERILS OF FIRE AND LIGHTNING, WHICH ARE OTHERWISE PROVIDED FOR IN THE NUCLEAR CLAUSE ABOVE): LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTEMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY.

ADDITIONAL CONDITIONS

1. **Loss Clause:** Loss hereunder shall not reduce the amount of this policy.

2. **Control of Property:** This insurance shall not be prejudiced by any act or neglect of any person (other than the named Insured), when such act or neglect is not within the control of the named Insured.

3. **Vacancy and Unoccupancy:** Permission granted for the premises to be vacant or unoccupied without limit of time, EXCEPT AS OTHERWISE PROVIDED IN THIS POLICY FOR CERTAIN SPECIFIED PERILS; however, a building in the course of construction shall not be deemed vacant.

4. **Waiver of Subrogation:** This insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein.

5. **Alterations and Repairs:** Permission granted to make alterations, additions and repairs, and to complete structures in course of construction. In the event of loss hereunder the Insured is permitted to make reasonable repairs, temporary or permanent; PROVIDED SUCH REPAIRS ARE CONFINED SOLELY TO THE PROTECTION OF THE PROPERTY FROM FURTHER DAMAGE AND PROVIDED FURTHER THAT THE INSURED SHALL KEEP AN ACCURATE RECORD OF SUCH REPAIR EXPENDITURES. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. NOTHING HEREIN CONTAINED IS INTENDED TO MODIFY THE POLICY REQUIREMENTS APPLICABLE IN CASE LOSS OCCURS.

6. **Liberalization Clause:** If within 45 days prior to the inception of this policy, or during the term hereof, this Company adopts any revision of the forms or endorsements made part of this policy which would broaden coverage presently granted hereunder without additional premium charge, such broadened coverage will automatically apply to this policy.

7. **Pro Rata Clause:** If this policy covers on two or more items for which specific amounts are shown, the amount of this policy applies to each item in the proportion that the specific amount shown for each item bears to the sum of all items.

8. **Apportionment:** THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INSURED AGAINST IN THIS POLICY THAN (1) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE INSURES AGAINST THE ADDITIONAL PERIL OR PERILS INSURED AGAINST HEREUNDER OR (2) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE; EXCEPT IF ANY TYPE OF INSURANCE, OTHER THAN FIRE, EXTENDS TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS", SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS FORM) FOR SUCH JOINT LOSS SHALL BE LIMITED TO ITS PROPORTIONATE PART OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE. THE WORDS "JOINT LOSS", AS USED IN THE FOREGOING, MEAN THAT PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO WHICH THIS FORM AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO BOTH APPLY.

9. **Loss Payable Clause:** Loss shall be adjusted with and made payable to the named Insured unless another payee is specifically named.

KK5040

10. Mortgage Clause: Not Applicable in Massachusetts and Minnesota (applies to building items only and is effective only when policy is made payable to a named mortgagee or trustee).

Loss, if any, under this policy, shall be payable to the aforesaid as mortgagee (or trustee) as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee) in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title of ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy the mortgagee (or trustee) shall, on demand pay the same.

Provided, also, that the mortgagee (or trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

11. Conformity to Statutes: The terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

KK5049

S.F. FORM

FORM 199NS
(Sept. 1954)

ENDORSEMENT BLANK (NEW STYLE)

DATED	ATTACHED TO AND FORMING PART OF	POLICY NO.	NAME OF INSURANCE COMPANY
4/14/75		74 79 06	AETNA INSURANCE COMPANY

CLAIRE E. JANERO,ETAL (ISSUED TO (INSURED'S NAME & MAILING ADDRESS))

AGENCY AT: UKIAH,CALIFORNIA — SIGNED: AGENT

This endorsement shall be considered to be a part of the first page of the policy to which it is attached.

Effective date of this endorsement is 4/14/75

Item No.	Amount Fire or Fire and Extended Coverage, or Other Peril	Per Cent of Co-Insurance (Average) Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
1.	44,000	90%	ON A CLASS "D" BUILDING OCCUPIED AS (7 UNIT) FAMILY CARE HOME
2.	21,500	90%	ON A CLASS "D" BUILDING OCCUPIED AS (3 UNIT) FAMILY CARE HOME
3.	14,000	90%	ON A CLASS "D" BUILDING OCCUPIED AS (2 UNIT) FAMILY CARE HOME
4.	8,000	90%	ON A CLASS "D" GARAGE
5.	8,000	90%	ON CONTENTS IN ITEM #1
6.	5,000	90%	ON CONTENTS IN ITEM #2
7.	3,000	90%	ON CONTENTS IN ITEM #3
8.	1,500	90%	ON CONTENTS IN ITEM #4
9.	2,800	-	1965 PONTIAC CHIEF MOBILEHOUSE OCCUPIED AS DWELLING(TENANT OCC.)
			ALL SITUATE; 2451 ROAD "K" REDWOOD VALLEY,CALIFORNIA (1-9)b MENDOCINO CO.,CA.

FOR COMPANY INFORMATION

Form No.(s) ..... (INSERT FORM NUMBER(S) AND EDITION DATE(S)) ..... attached.

KK5050

S.F. FORM

196
Jan. 1972

EFFECTIVE TIME ENDORSEMENT

(For Use As Required With Policies Issued On or After Jan. 1, 1972 To Comply With Section 460 of the California Insurance Code or ORS 743.609 of the Oregon Insurance Code)

Except as hereinafter provided, this policy shall be effective and shall terminate at 12:01 A.M. (Standard Time) on the inception and expiration dates specified in this policy.

TO THE EXTENT ONLY THAT THE INSURANCE AFFORDED BY THIS POLICY IS ALSO PROVIDED BY OTHER INSURANCE TERMINATING AT NOON ON THE INCEPTION DATE OF THIS POLICY, INSURANCE UNDER THIS POLICY SHALL NOT BECOME EFFECTIVE UNTIL SUCH OTHER INSURANCE HAS TERMINATED.

196
Jan. 1972

S.F. FORM

FORM No. 372-NS
(Nov. 1950)

MORTGAGEE CLAUSE

LOSS (IF ANY) UNDER THIS POLICY, ON BUILDINGS ONLY, SHALL BE PAYABLE TO THE MORTGAGEE(S), IF NAMED AS PAYEE(S) ON THE FIRST PAGE OF THIS POLICY, AS MORTGAGEE(S) UNDER ANY PRESENT OR FUTURE MORTGAGE UPON THE PROPERTY DESCRIBED IN AND COVERED BY THIS POLICY, AS INTEREST MAY APPEAR, AND IN ORDER OF PRECEDENCE OF SAID MORTGAGES. (A) THE TERMS "MORTGAGE", "MORTGAGEE" AND "MORTGAGOR" WHEREVER USED IN THIS RIDER SHALL BE DEEMED TO INCLUDE DEEDS OF TRUST AND THE RESPECTIVE PARTIES THERETO. (B) THIS INSURANCE, AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN, SHALL NOT BE INVALIDATED BY ANY ACT OR NEGLECT OF THE MORTGAGOR OR OWNER OF THE DESCRIBED PROPERTY, NOR BY THE USE OF THE PREMISES FOR PURPOSES MORE HAZARDOUS THAN ARE PERMITTED BY THIS POLICY. (C) ANY MORTGAGEE WHO SHALL HAVE OR ACQUIRE KNOWLEDGE THAT THE PREMISES ARE BEING USED FOR PURPOSES MORE HAZARDOUS THAN ARE PERMITTED BY THIS POLICY OR THAT THE PREMISES HAVE BEEN VACANT OR UNOCCUPIED BEYOND THE PERIOD PERMITTED BY THIS POLICY, SHALL FORTHWITH NOTIFY THIS COMPANY THEREOF AND SHALL CAUSE THE CONSENT OF THE COMPANY THERETO TO BE NOTED ON THIS POLICY; AND IN THE EVENT OF FAILURE SO TO DO, ALL RIGHTS OF SUCH MORTGAGEE HEREUNDER SHALL FORTHWITH TERMINATE. (D) IN CASE THE MORTGAGOR OR OWNER SHALL FAIL TO PAY ANY PREMIUM DUE OR TO BECOME DUE UNDER THIS POLICY, THE MORTGAGEE HEREBY COVENANTS AND AGREES TO PAY THE SAME ON DEMAND. THE MORTGAGEE ALSO COVENANTS AND AGREES TO PAY ON DEMAND THE PREMIUM FOR ANY INCREASED HAZARD FOR THE TERM OF THE EXISTENCE THEREOF. (E) THIS COMPANY SHALL NOT BE LIABLE TO THE MORTGAGEE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT HEREBY INSURED SHALL BEAR TO THE WHOLE INSURANCE COVERING THE PROPERTY AGAINST THE PERIL INVOLVED, UNDER POLICIES ISSUED TO, HELD BY, OR PAYABLE TO THE MORTGAGEE, WHETHER COLLECTIBLE OR NOT. (F) THE POLICY PROVISIONS RELATING TO "MORTGAGEE INTERESTS AND OBLIGATIONS" ARE SPECIFICALLY REFERRED TO AND MADE A PART OF THIS RIDER.

372-NS
Nov. 1950

5 KK5051

S.F. FORM

78-DNS
JULY 1970

BUILDING, EQUIPMENT, STOCK AND BLANKET FORM
($100 DEDUCTIBLE APPLICABLE)

Insurance attaches only to those items specifically described in this policy for which a specific amount is shown and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

DEDUCTIBLE CLAUSE: THE SUM OF $100 SHALL BE DEDUCTED FROM THE AMOUNT WHICH WOULD OTHERWISE BE RECOVERABLE FOR EACH LOSS SEPARATELY OCCURRING TO PROPERTY COVERED HEREUNDER FROM FIRE, LIGHTNING OR OTHER PERILS INSURED AGAINST BY THIS POLICY, INCLUDING ENDORSEMENTS THERETO, AND THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF SUCH EXCESS. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (OR STRUCTURE) INCLUDING ITS CONTENTS; SEPARATELY TO CONTENTS IN EACH BUILDING (OR STRUCTURE) IF SUCH BUILDING (OR STRUCTURE) IS NOT COVERED HEREUNDER; AND SEPARATELY TO ALL PERSONAL PROPERTY IN THE OPEN.

THIS CLAUSE DOES NOT APPLY TO PROPERTY OR PERILS SUBJECT TO A DEDUCTIBLE GREATER THAN $100 BY THE PROVISIONS OF ANY FORM OR ENDORSEMENT ATTACHED TO THIS POLICY.

This clause does not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rental Value or Leasehold Interest.

A. DESCRIPTION OF COVERAGE

When the insurance under this policy covers "Building," "Equipment," "All Property" or "Stock", such insurance shall cover in accordance with the following definitions, ALL SUBJECT TO THE SPECIFIC EXCLUSIONS AND MODIFICATIONS PROVIDED ELSEWHERE IN THIS POLICY:

BUILDING: Building or structure in its entirety, including all fixtures and machinery used for the service of the building itself, provided such fixtures and machinery are contained in or attached to and constitute a part of the building; additions in contact therewith; platforms, chutes, conveyors, bridges, trestles, canopies, gangways, and similar exterior structures attached thereto and located on the described premises, provided, that if the same connect with any other building or structure owned by the named Insured, then this insurance shall cover only such portion of the same situate on the described premises as lies between the building covered under this policy and a point midway between it and such other building or structure; also (a) awnings, signs, door and window shades and screens, storm doors and storm windows; (b) cleaning and fire fighting apparatus; (c) janitors' supplies, tools and implements; (d) materials and supplies intended for use in construction, alterations or repairs of the building. Provided, however, that property described in (a), (b), (c) and (d) immediately above must be, at the time of any loss, (1) the property of the named Insured who is the owner of the building; and (2) used for the maintenance or service of the building; and (3) contained in or attached to the building; and (4) not specifically covered under an item other than the "Building" item of this or any other policy.

EQUIPMENT: Equipment and personal property of every description, and, provided the described building is not owned by the named Insured, "IMPROVEMENTS AND BETTERMENTS." THIS COVERAGE DOES NOT INCLUDE "STOCK" AS DEFINED BELOW NOR PROPERTY COVERED UNDER THE "BUILDING" ITEM OF THIS OR ANY OTHER POLICY.

ALL PROPERTY (BLANKET): All property of an insurable nature, both real and personal, now existing or hereafter acquired, EXCEPT "STOCK" AS DEFINED BELOW.

STOCK: Stock of goods, wares and merchandise of every description, manufactured, unmanufactured, or in process of manufacture; materials and supplies which enter into the manufacture, packing, handling, shipping and sale of same; advertising materials; all being the property of the named Insured, or sold but not removed (it being understood that the value of stock sold but not removed shall be the Insured's selling price and that such value shall be considered as actual cash value in the application of any clauses forming a part of this policy); and the Insured's interest in materials, labor and charges furnished, performed on or incurred in connection with the property of others.

B. EXTENSIONS OF COVERAGE

1. ON-PREMISES: Personal property of the kind and nature covered under any item hereof shall be covered under the respective item (a) while in, on, or under sidewalks, streets, platforms, alleyways or open spaces, provided such property (1) is located within fifty (50) feet of the described "Building," or (2) in the case of materials and supplies intended for use in construction, alterations or repairs of the described "Building," is located within one hundred (100) feet of said "Building"; and (b) while in or on cars and vehicles within three hundred (300) feet of the described "Building"; and (c) while in or on barges and scows or other vessels within one hundred (100) feet of the described premises. PROVIDED THAT PROPERTY COVERED BY MARINE, INLAND MARINE OR TRANSPORTATION INSURANCE OF ANY KIND, SHALL NOT BE COVERED UNDER THIS EXTENSION CLAUSE. The word "premises" is substituted above for the word "Building" if property in more than one building is covered blanket under one amount of insurance.

2. OFF-PREMISES: (Applicable only when the eighty per cent (80%) or higher Coinsurance Clause [Average Clause] applies): The Insured may apply up to two percent (2%) of the amount of insurance, BUT NOT EXCEEDING FIVE THOUSAND DOLLARS ($5,000.00), to cover the described property, OTHER THAN MERCHANDISE OR STOCK (RAW, IN PROCESS, OR FINISHED), while temporarily removed from the described premises for purposes of cleaning, repairing, reconstruction or restoration.

THIS EXTENSION OF COVERAGE SHALL: (a) NOT APPLY TO DWELLING OR FARM PROPERTY; (b) NOT APPLY TO PROPERTY IN TRANSIT NOR TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE INSURED; (c) NOT APPLY EXCEPT AS EXCESS OVER THE AMOUNT DUE FROM ANY OTHER INSURANCE COVERING THE PROPERTY, WHETHER COLLECTIBLE OR NOT; AND (d) IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

3. PROPERTY OF OTHERS: To the extent that the named Insured shall be liable by law for loss thereto or shall prior to loss have specifically assumed liability therefor, any item of this policy covering on personal property shall also cover property of the kind and nature described in such item, at the location(s) herein indicated, held in trust, or on consignment or commission, or on joint account with others, or left for storage or repairs.

4. DEBRIS REMOVAL: This insurance covers expense incurred in the removal of debris of the property covered hereunder, which may be occasioned by loss caused by any of the perils insured against in this policy.

THE TOTAL LIABILITY UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY TO THE PROPERTY COVERED.

Debris removal expense shall not be considered in the determination of actual cash value in the application of any clause forming a part of this policy.

UNDER EXTENSIONS 1, 2, 3 AND 4 ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING THE PROPERTY AGAINST THE PERIL CAUSING THE LOSS, WHETHER OR NOT SUCH OTHER INSURANCE CONTAINS SUCH EXTENSIONS.

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C. EXCLUSIONS

1. IN ADDITION TO PROPERTY EXPRESSLY EXCLUDED FROM COVERAGE BY ANY PROVISION OF THIS FORM OR OTHER ENDORSEMENT ATTACHED TO THIS POLICY, THE FOLLOWING ARE NOT COVERED UNDER ANY ITEM OF THIS POLICY AND ARE TO BE EXCLUDED IN THE APPLICATION OF ANY "AVERAGE CLAUSE" OR "DISTRIBUTION CLAUSE": LAND VALUES; MACHINE SHOP OR FOUNDRY PATTERNS; AIRCRAFT; BOATS; MOTOR VEHICLES LICENSED FOR USE ON PUBLIC THOROUGHFARES; ACCOUNTS, BILLS, CURRENCY, DEEDS, EVIDENCES OF DEBT, MONEY, SECURITIES, BULLION OR MANUSCRIPTS, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THE CLAUSE OF THIS FORM TITLED "RECORDS"; LAWNS, TREES, PLANTS OR SHRUBS, UNLESS (a) SPECIFICALLY COVERED UNDER A SEPARATE ITEM OF INSURANCE, OR (b) WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF AND THEN ONLY WHEN OTHERWISE COVERED UNDER AN ITEM OF THIS POLICY.

2. NO ITEM OF THIS POLICY SHALL ATTACH TO OR BECOME INSURANCE UPON ANY PROPERTY, INCLUDED WITHIN THE DESCRIPTION OF SUCH ITEM, WHICH AT THE TIME OF ANY LOSS

(a) IS MORE SPECIFICALLY DESCRIBED AND COVERED UNDER ANOTHER ITEM OF THIS POLICY, OR UNDER ANY OTHER POLICY CARRIED BY OR IN THE NAME OF THE INSURED NAMED HEREIN (this section (a) not applicable to "blanket" insurance written hereunder at an average blanket rate), OR

(b) BEING THE PROPERTY OF OTHERS IS COVERED BY INSURANCE CARRIED BY OR IN THE NAME OF OTHERS THAN THE INSURED NAMED HEREIN,

UNTIL THE LIABILITY OF INSURANCE DESCRIBED UNDER (a) OR (b) HAS FIRST BEEN EXHAUSTED, AND SHALL THEN COVER ONLY THE EXCESS OF VALUE OF SUCH PROPERTY OVER AND ABOVE THE AMOUNT PAYABLE UNDER SUCH OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT. THIS CLAUSE SHALL NOT BE APPLICABLE TO PROPERTY OF OTHERS FOR THE LOSS OF WHICH THE INSURED NAMED HEREIN IS LIABLE BY LAW OR HAS PRIOR TO ANY LOSS SPECIFICALLY ASSUMED LIABILITY.

3. LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY. (This clause not applicable to the perils of fire and lightning, see OTHER PROVISIONS).

4. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS

(a) RESULTING FROM ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE ENSUES AND, IF FIRE DOES ENSUE, THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF LOSS CAUSED BY SUCH ENSUING FIRE.

(b) CAUSED BY OR RESULTING FROM POWER, HEATING OR COOLING FAILURE, UNLESS SUCH FAILURE RESULTS FROM PHYSICAL DAMAGE TO POWER, HEATING OR COOLING EQUIPMENT SITUATED ON PREMISES WHERE THE PROPERTY COVERED IS LOCATED, CAUSED BY THE PERIL(S) INSURED AGAINST. HOWEVER, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS SPECIFICALLY EXCLUDED UNDER (1) THE RIOT PROVISIONS OF THE EXTENDED COVERAGE ENDORSEMENT, OR (2) THE VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT.

(c) OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDING(S) OR STRUCTURE(S), UNLESS SUCH LIABILITY IS OTHERWISE SPECIFICALLY ASSUMED BY ENDORSEMENT HEREON.

D. CONDITIONS AND LIMITATIONS

1. AVERAGE CLAUSE (THIS CLAUSE VOID UNLESS PERCENTAGE IS INSERTED ON THE FIRST PAGE OF THIS POLICY) (The term "Co-Insurance Clause" wherever used in this policy shall be deemed to mean "Average Clause"): IN EVENT OF LOSS TO PROPERTY DESCRIBED IN ANY ITEM OF THIS POLICY AS TO WHICH ITEM A PERCENTAGE FIGURE IS INSERTED ON THE FIRST PAGE OF THIS POLICY, THIS COMPANY SHALL BE LIABLE FOR NO GREATER PROPORTION OF SUCH LOSS THAN THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE PERCENTAGE, SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OF THE ACTUAL CASH VALUE OF THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS, NOR FOR MORE THAN THE PROPORTION WHICH THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE TOTAL INSURANCE ON THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS.

2. WAIVER OF INVENTORY AND APPRAISEMENT CLAUSE: If any item of this policy is subject to the conditions of the Average Clause (Paragraph 1 hereof), it is also provided that when an aggregate claim for any loss to the property described in any such item of this policy is both less than Five Thousand Dollars ($5,000.00) and less than two per cent (2%) of the total amount of insurance upon the property described in such item at the time such loss occurs, it shall not be necessary for the Insured to make a special inventory or appraisement of the undamaged property, BUT NOTHING HEREIN CONTAINED SHALL OPERATE TO WAIVE THE APPLICATION OF THE AVERAGE CLAUSE TO ANY SUCH LOSS.

3. VACANCY AND UNOCCUPANCY PENALTY: These provisions are applicable only to fire, lightning, and removal relating thereto, and to building(s) and contents as covered.

The conditions of the policy suspending or restricting insurance while the described building is vacant or unoccupied beyond a period of 60 consecutive days are waived but only to the extent as provided for herein.

THE AMOUNT OF LOSS DUE UNDER THIS POLICY SHALL BE REDUCED BY 15 PER CENT WHILE THE INVOLVED BUILDING(S) IS VACANT OR UNOCCUPIED BEYOND A PERIOD OF 60 CONSECUTIVE DAYS. This penalty will not be applicable during the period of any extension whereby the 60 day period is extended by endorsement.

Definitions: (a) Vacant — containing no contents pertaining to operations or activities customary to occupancy of the building. (b) Unoccupied — containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

A building shall not be considered as vacant or unoccupied: (a) While in the course of construction; or (b) While any portion of the building is occupied or in operation; or (c) While any other building owned or used by the Insured and located on the same premises is occupied or in operation.

If the subject of insurance (whether building, contents or both) is of a seasonal nature and the premises are normally unoccupied during certain portions of the year, permission is hereby granted to be unoccupied consistent with seasonal operations (not vacant) but in no event to exceed ten consecutive months.

These provisions will not abrogate or modify other conditions in the policy or in any endorsements attached.

Any penalty provided for herein shall be computed and applied after the application of any other penalty, limit(s) of liability, deductible(s) or other provisions.

4. RECORDS: THIS POLICY LIMITS COVERAGE (a) ON BOOKS OF ACCOUNT, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS AND OTHER RECORDS (EXCEPT FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING), TO NOT EXCEEDING THE COST OF BLANK BOOKS, CARDS OR OTHER BLANK MATERIAL PLUS THE COST OF LABOR INCURRED BY THE INSURED FOR TRANSCRIBING OR COPYING SUCH RECORDS; (b) ON FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING, TO NOT EXCEEDING THE COST OF SUCH MEDIA IN UNEXPOSED OR BLANK FORM.

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5. IMPROVEMENTS AND BETTER[illegible] "IMPROVEMENTS AND BETTERMENTS" in or to build[illegible]ot owned by the named Insured at any location hereinbefore [illegible]cribed, provided such "IMPROVEMENTS AND BETTERMEN[illegible] [illegible]re covered under this policy as property of the named Insured, are subject to the following provisions:

(a) The term "Improvements and Betterments" wherever used in this policy is defined as fixtures, alterations, installations, or additions comprising a part of the described building and made or acquired at the expense of the Insured exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.

(b) The word "Lease" wherever used in this policy shall mean the lease or rental agreement, whether written or oral, in effect as of the time of loss.

(c) In the event Improvements and Betterments are damaged or destroyed during the term of this policy by the perils insured against, THE LIABILITY OF THIS COMPANY SHALL BE DETERMINED AS FOLLOWS:

(1) If repaired or replaced at the expense of the Insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed Improvements and Betterments.

(2) IF NOT REPAIRED OR REPLACED WITHIN A REASONABLE TIME AFTER SUCH LOSS, THAT PROPORTION OF THE ORIGINAL COST AT TIME OF INSTALLATION OF THE DAMAGED OR DESTROYED IMPROVEMENTS AND BETTERMENTS WHICH THE UNEXPIRED TERM OF THE LEASE AT THE TIME OF LOSS BEARS TO THE PERIOD(S) FROM THE DATE(S) SUCH IMPROVEMENTS AND BETTERMENTS WERE MADE TO THE EXPIRATION DATE OF THE LEASE.

(3) IF REPAIRED OR REPLACED AT THE EXPENSE OF OTHERS FOR THE USE OF THE INSURED, THERE SHALL BE NO LIABILITY HEREUNDER.

E. OTHER PROVISIONS

1. LOSS CLAUSE: Any loss hereunder shall not reduce the amount of this policy.

2. BREACH OF WARRANTY CLAUSE: If a breach of any warranty or condition contained in any rider attached to or made a part of this policy shall occur, which breach by the terms of such warranty or condition shall operate to suspend or avoid this insurance, it is agreed that such suspension or avoidance due to such breach, shall be effective only during the continuance of such breach and then only as to the building, fire division, contents therein, or other separate location to which such warranty or condition has reference and in respect of which such breach occurs.

3. SUBROGATION WAIVER CLAUSE: This insurance shall not be invalidated should the Insured waive in writing any or all right of recovery against any party for loss, PROVIDED, HOWEVER, THAT IN THE EVENT THE INSURED WAIVES ONLY A PART OF HIS RIGHTS AGAINST ANY PARTICULAR THIRD PARTY, THIS COMPANY SHALL BE SUBROGATED WITH RESPECT TO ALL RIGHTS OF RECOVERY WHICH THE INSURED MAY RETAIN AGAINST ANY SUCH THIRD PARTY FOR LOSS FROM THE PERILS INSURED AGAINST TO THE EXTENT THAT PAYMENT THEREFOR IS MADE BY THIS COMPANY; ALL SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

(a) If made before loss has occurred, such agreement may run in favor of any third party;

(b) IF MADE AFTER LOSS HAS OCCURRED, SUCH AGREEMENT MAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS:

(1) A THIRD PARTY INSURED UNDER THIS POLICY; OR

(2) A CORPORATION, FIRM, OR ENTITY (a) OWNED OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL STOCK OR OTHER PROPRIETARY INTEREST, OR (b) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED; OR

(3) A TENANT OF THE NAMED INSURED.

4. PERMITS AND AGREEMENTS CLAUSE: Permission granted: (a) For such use of the premises as is usual and incidental to the business conducted therein and for existing and increased hazards and for change in use or occupancy except as to any specific hazard, use, or occupancy prohibited by the express terms of this policy or by any endorsement thereto; (b) To keep and use all articles and materials, usual and incidental to said business, in such quantities as the exigencies of the business require; (c) For the building(s) to be in course of construction, alteration or repair, all without limit of time but without extending the term of this policy, and to build additions thereto, and this policy, under its respective item(s), shall cover on or in such additions in contact with such building(s).

This insurance shall not be prejudiced: (1) By any act or neglect of the owner of the building(s) if the Insured is not the owner thereof, or by any act or neglect of any occupant of the building(s) (other than the named Insured), when such act or neglect of the owner or occupant is not within the control of the named Insured; (2) By failure of the named Insured to comply with any warranty or condition contained in any form, rider or endorsement attached to this policy with regard to any portion of the premises over which the named Insured has no control; nor (3) shall this insurance be prejudiced by any error in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and contents if covered under a single item of insurance.

5. MORTGAGEE CLAUSE: (THIS ENTIRE CLAUSE IS VOID UNLESS NAME OF MORTGAGEE OR TRUSTEE IS INSERTED ON THE FIRST PAGE OF THIS POLICY IN SPACE PROVIDED THEREFOR): **If another mortgagee or loss payable endorsement applicable to buildings is separately attached to this policy, such other endorsements shall supersede the provisions of this clause.** Loss (if any) under this policy, ON BUILDINGS ONLY, shall be payable to the mortgagee(s), if named as payee(s) on the first page of this policy, as mortgagee(s) under any present or future mortgage upon the property described in and covered by this policy, as interest may appear, and in order of precedence of said mortgages. (a) The terms "mortgage," "mortgagee" and "mortgagor" wherever used in this clause shall be deemed to include deeds of trust and the respective parties thereto. (b) This insurance, as to the interest of the mortgagee only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, nor by the use of the premises for purposes more hazardous than are permitted by this policy. (c) Any mortgagee who shall have or acquire knowledge that the premises are being used for purposes more hazardous than are permitted by this policy or that the premises have been vacant or unoccupied beyond the period permitted by this policy, shall forthwith notify this Company thereof and shall cause the consent of the Company thereto to be noted on this policy; and in the event of failure so to do, all rights of such mortgagee hereunder shall forthwith terminate. (d) In case the mortgagor or owner shall fail to pay any premium due or to become due under this policy, the mortgagee hereby covenants and agrees to pay the same on demand. The mortgagee also covenants and agrees to pay on demand the premium for any increased hazard for the term of the existence thereof. (e) This Company shall not be liable to the mortgagee for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, under policies issued to, held by, or payable to the mortgagee, whether collectibe or not. (f) The policy provisions relating to "Mortgagee Interests and Obligations" are specifically referred to and made a part of this clause.

6. LIBERALIZATION CLAUSE: If during the period that insurance is in force under this policy, or within forty-five (45) days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

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been made.

7. NUCLEAR CLAUSE: THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.

8. DEFERRED PREMIUM PAYMENT PLAN: IF THE INSURED ELECTS TO PAY THE PREMIUM IN EQUAL ANNUAL PAYMENTS AS INDICATED ON THE FIRST PAGE OF THIS POLICY, THE PREMIUM FOR THIS POLICY IS HEREBY MADE SO PAYABLE, PROVIDED THAT NO PAYMENT SHALL BE LESS THAN THE MINIMUM PREMIUM APPLICABLE.

IF THE INSURED IS IN DEFAULT OF ANY SUCH PREMIUM PAYMENT AND THIS COMPANY ELECTS TO CANCEL THIS POLICY, NOTICE OF CANCELLATION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS POLICY, BUT IN SUCH CASE ANY PORTIONS OF THE PREMIUM PREVIOUSLY PAID SHALL BE EARNED BY THIS COMPANY.

F. EXTENDED COVERAGE ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR EXTENDED COVERAGE IS INSERTED IN THE SPACE PROVIDED ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON.

In consideration of the premium for this coverage, and subject to the provisions herein and in the policy to which this endorsement is attached including endorsements thereon, this policy is extended to insure against direct loss by windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, except as hereinafter provided.

PROVISIONS APPLICABLE ONLY TO WINDSTORM AND HAIL: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY FROST OR COLD WEATHER, OR ICE (OTHER THAN HAIL), SNOW OR SLEET, WHETHER DRIVEN BY WIND OR NOT.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN CAUSED: (a) BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS THE BUILDING(S) COVERED OR CONTAINING THE PROPERTY COVERED SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND THEN SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDING(S) THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAIL; OR (b) BY WATER FROM SPRINKLER EQUIPMENT OR FROM OTHER PIPING, UNLESS SUCH EQUIPMENT OR PIPING BE DAMAGED AS A DIRECT RESULT OF WIND OR HAIL.

UNLESS AN ADDITIONAL PREMIUM IS CHARGED AND THIS POLICY IS SPECIFICALLY ENDORSED TO PROVIDE FOR COVERAGE OF WINDSTORM AND HAIL DAMAGE TO THE FOLLOWING PROPERTY, THIS COMPANY SHALL NOT BE LIABLE FOR WINDSTORM OR HAIL DAMAGE TO: (a) WINDMILLS, WIND PUMPS OR THEIR TOWERS; (b) CROP SILOS OR THEIR CONTENTS; (c) METAL SMOKESTACKS; OR (d) UNLESS WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF: (1) GRAIN, HAY, STRAW OR OTHER CROPS; (2) LAWNS, TREES, SHRUBS OR PLANTS; (3) AWNINGS OR CANOPIES (FABRIC OR SLAT), INCLUDING THEIR SUPPORTS; (4) SIGNS OR RADIO OR TELEVISION ANTENNAS, INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS.

PROVISIONS APPLICABLE ONLY TO EXPLOSION: Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED.

[illegible] to operations or activities customary to occupancy of the building. (b)

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THE FOLLOWING ARE NOT EXPLOSIONS WITHIN THE INTENT OR MEANING OF THESE PROVISIONS: (a) SHOCK WAVES CAUSED BY AIRCRAFT, GENERALLY KNOWN AS "SONIC BOOM;" (b) ELECTRIC ARCING; (c) RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) WATER HAMMER; (e) RUPTURE OR BURSTING OF WATER PIPES; (f) RUPTURE OR BURSTING DUE TO EXPANSION OR SWELLING OF THE CONTENTS OF ANY BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM WATER; (g) RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.

Any other explosion clause made a part of this policy is superseded by this endorsement.

PROVISIONS APPLICABLE ONLY TO RIOT, RIOT ATTENDING A STRIKE AND CIVIL COMMOTION: Loss by riot, riot attending a strike or civil commotion shall include direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. UNLESS SPECIFICALLY ENDORSED HEREON, THIS COMPANY SHALL NOT BE LIABLE FOR LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF THE DESCRIBED PROPERTY DUE TO CHANGE IN TEMPERATURE OR HUMIDITY OR INTERRUPTION OF OPERATIONS WHETHER OR NOT SUCH LOSS IS COVERED BY THIS POLICY AS TO OTHER PERILS.

PROVISIONS APPLICABLE ONLY TO LOSS BY AIRCRAFT AND VEHICLES: The term "aircraft," as used in this endorsement, shall include self-propelled missiles and spacecraft. The term "vehicles," as used in this endorsement, means vehicles running on land or tracks BUT NOT AIRCRAFT. LOSS BY AIRCRAFT OR BY VEHICLES SHALL INCLUDE ONLY DIRECT LOSS RESULTING FROM ACTUAL PHYSICAL CONTACT OF AN AIRCRAFT OR A VEHICLE WITH THE PROPERTY COVERED HEREUNDER OR WITH THE BUILDING(S) CONTAINING THE PROPERTY COVERED HEREUNDER, EXCEPT THAT LOSS BY AIRCRAFT INCLUDES DIRECT LOSS BY OBJECTS FALLING THEREFROM. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS: (a) BY ANY VEHICLE OWNED OR OPERATED BY AN INSURED OR BY ANY TENANT OF THE DESCRIBED PREMISES; (b) BY ANY VEHICLE TO FENCES, DRIVEWAYS, WALKS OR, UNLESS WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF, TO LAWNS, TREES, SHRUBS OR PLANTS; (c) TO ANY AIRCRAFT OR VEHICLE INCLUDING CONTENTS THEREOF OTHER THAN STOCKS OF AIRCRAFT OR VEHICLES IN PROCESS OF MANUFACTURE OR FOR SALE.

PROVISIONS APPLICABLE ONLY TO SMOKE: The term "smoke" as used in this endorsement means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, ONLY WHEN SUCH UNIT IS CONNECTED TO A CHIMNEY BY A SMOKE PIPE OR VENT PIPE, AND WHILE IN OR ON THE DESCRIBED PREMISES BUT NOT SMOKE FROM FIREPLACES OR INDUSTRIAL APPARATUS.

WAR RISK EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY (a) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (2) BY MILITARY, NAVAL OR AIR FORCES, OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES; (b) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.

WATER EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING—

(a) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;

(b) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;

(c) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY EXPLOSION AS INSURED AGAINST HEREUNDER ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

OTHER PROVISIONS:

A claim for loss by any peril insured against by this endorsement shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

THIS ENDORSEMENT DOES NOT INCREASE THE AMOUNT(S) OF INSURANCE PROVIDED IN THIS POLICY.

APPORTIONMENT: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INCLUDED IN THIS ENDORSEMENT THAN (1) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE COVERS AGAINST THE ADDITIONAL PERIL OR PERILS INSURED HEREUNDER, NOR (2) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE; EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS," SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS ENDORSEMENT) FOR SUCH JOINT LOSS SHALL BE LIMITED TO ITS PROPORTIONATE PART OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE. THE WORDS "JOINT LOSS," AS USED IN THE FOREGOING, MEAN THAT PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO WHICH THIS ENDORSEMENT AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO BOTH APPLY.

PROVISIONS APPLICABLE ONLY WHEN THIS ENDORSEMENT IS ATTACHED TO A POLICY COVERING BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS: THE TERM "DIRECT," AS APPLIED TO LOSS, MEANS LOSS, AS LIMITED AND CONDITIONED IN SUCH POLICY, RESULTING FROM DIRECT LOSS TO DESCRIBED PROPERTY FROM THE PERIL(S) INSURED AGAINST; AND WHILE THE BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS DUE TO INTERFERENCE BY ANY PERSON(S) WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS.

Caution: WHEN THIS ENDORSEMENT IS PURCHASED WITH ONE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.

KK5056

G. VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR THIS COVERAGE IS SHOWN ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON AND ONLY WHEN THE EXTENDED COVERAGE ENDORSEMENT IS ALSO MADE EFFECTIVE.

In consideration of the premium for this coverage, and subject to the provisions of this policy and the Extended Coverage Endorsement, the coverage under said Extended Coverage Endorsement is extended to include direct loss by Vandalism and Malicious Mischief.

PROVISIONS APPLICABLE ONLY TO VANDALISM AND MALICIOUS MISCHIEF: The terms "vandalism" and "malicious mischief;; as used herein mean only willful and malicious damage to or destruction of the property covered hereunder.

(1) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF THIRTY (30) CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF THIS COVERAGE; but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision be applicable to private dwelling property.

Definitions: (a) Vacant-containing no contents pertaining to operations or activities customary to occupancy of the building. (b) Unoccupied-containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

(2) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS: (a) TO GLASS (OTHER THAN GLASS BUILDING BLOCKS) CONSTITUTING A PART OF A BUILDING, STRUCTURE OR AN OUTSIDE SIGN; (b) BY PILFERAGE, THEFT, BURGLARY OR LARCENY, EXCEPT THAT THIS COMPANY SHALL BE LIABLE FOR WILLFUL DAMAGE TO THE BUILDING(S) COVERED HEREUNDER CAUSED BY BURGLARS; (c) BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED; OR BY RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) FROM DEPRECIATION, DELAY, DETERIORATION OR LOSS OF MARKET; NOR, UNLESS SPECIFICALLY ENDORSED HEREON, FOR ANY LOSS RESULTING FROM CHANGE IN TEMPERATURE OR HUMIDITY.

Paste Here To Attach To Policy

KK5057

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this company be liable for loss by theft.

Other insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured; or (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of 60 consecutive days; or (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy or by statute is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be canceled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be canceled at any time by this company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be canceled by giving to such mortgagee a 10 days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability. This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give written notice to this company of any loss without unnecessary delay, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this company, the insured shall render to this company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required and obtainable, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this company of any property.

When loss payable. The amount of loss for which this company may be liable shall be payable 60 days after proof of loss, as herein provided, is received by this company and ascertainment of the loss is made either by agreement between the insured and this company expressed in writing or by the filing with this company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within 12 months next after inception of the loss.

Subrogation. This company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this company.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

M. L. Wilkinson Secretary KK5058 F. S. Watkins President

STOCK COMPANY

No. F- 816 16. 34

NEW
RENEWAL OF NUMBER

LEXINGTON INSURANCE COMPANY

25 NEW CHARDON ST.
BOSTON, MASSACHUSETTS 02114

Insured's Name and Mailing Address

PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH
P.O. BOX 214
REDWOOD VALLEY, CALIFORNIA 95470

10-12-77 (Inception (Mo. Day Yr.)) 10-12-78 (Expiration (Mo. Day Yr.)) ONE (Years)

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

AMOUNT	RATE	PREPAID TERM PREMIUM DUE AT INCEPTION	ANNUAL PAYMENT DUE UNDER DEF. PREM. PAY. PLAN	PERIL(S) Insured Against and Coverage(s) Provided (Insert Name of Each)
$*	$VARIOUS	$21,620	$	FIRE AND LIGHTNING
XXXXXXX	$	$INCL.	$	EXTENDED COVERAGE
	$	$INCL.	$	V & MM
	$	$	$	
	TOTAL(S)	$21,620	$	

$ TOTAL PREMIUM FOR POLICY TERM UNDER D. P. P. P.

Item No.	Amount Fire or Fire and Extended Coverage, or Other Peril	For Coat of Co-insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
1. -	$*	90%	COVERING ON REAL AND PERSONAL PROPERTY AGAINST FIRE EXTENDED COVERAGE, VANDALISM AND MALICIOUS MISCHIEF LOCATED AS PER SCHEDULE ATTACHED.

*PER SCHEDULE ATTACHED

Subject to Form Noted: PER INDEX OF SCHEDULED FORMS AND ENDORSEMENTS attached hereto.
(INSERT FORM NUMBER(S) AND EDITION DATE(S))

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:
(INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES))

Agency at BOSTON, MASSACHUSETTS

Countersignature Date 12-28-77 SO

F. S. Oleshnewicz Agent

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Form F10-0-P

KKSE1

* ... Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey ...

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other Insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring
(a) while the hazard is increased by any means within the control or knowledge of the insured; or
(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or
(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.
If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this Company of any property.

When loss payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

Subrogation. This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

John Savoa
SECRETARY

F. S. Olekiewicz
PRESIDENT

STATE EXCEPTIONS

KANSAS: The words "demand and" in line 58 and "on demand" in lines 65 and 67 are deleted. The words "twelve months" in line 161 are changed to "sixty months".
MAINE: The words "five days" in line 62 are changed to "ten days". The words "twelve months" in line 161 are changed to "two years".
NORTH DAKOTA: The words "twelve months" in line 161 are changed to "thirty-six months".
FLORIDA AND WISCONSIN: The words "five days" in line 62 are changed to "ten days".
MISSOURI: Lines 60 through 67 of the Standard Fire Policy are amended as follows: "This policy may be cancelled, not renewed, reduced in amount or adversely modified at any time by this Company by giving to the insured a thirty days written notice of cancellation, non-renewal, reduction in amount or adverse modification with or without tender of the excess of paid premium above the pro-rata premium for the expired time, which excess, if not tendered, shall be refunded on demand."
VIRGINIA: The words "twelve months" in line 161 are changed to "two years".
NORTH CAROLINA: The words "twelve months" in line 161 are changed to "three years".

KKSE2

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10-12-77 forms a part of policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

INDEX OF SCHEDULED FORMS AND ENDORSEMENTS

LEX-160	SURPLUS LINES ENDORSEMENT
	FIRE COVERAGE COMPLIANCE FORM
LEX-105	SERVICE OF SUIT CLAUSE
LEX-110	MINIMUM PREMIUM ENDORSEMENT
LEX-115	POLICY DEDUCTIBLE
LEX-126	AMENDMENT OF CANCELLATION PROVISION
LEX-130	WAR EXCLUSION CLAUSE
LEX-135	NUCLEAR EXCLUSION CLAUSE
LEX-140	SALVAGE AND RECOVERY CLAUSE
	EFFECTIVE TIME ENDORSEMENT
78 DNS	BUILDING EQUIPMENT STOCK AND BLANKET FORM
1803	SCHEDULE OF LOCATIONS AND LIMITS COVERED
1803	WATCHMAN WARRANTY

so/12-28-77

Form 1803

F. S. Olashiewicz
Authorized Representative

KK563

ENDORSEMENT

This endorsement, effective 12.01 A. M 10-12-77 forms a part of

policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

SURPLUS LINES ENDORSEMENT

PREMIUN:	$21,620.00
3% CALIF. TAX:	648.60
(.2%) FILING FEE:	43.24
TOTAL :	$22,311.84

END LEX - 160
SO/12-28-77

KKSE4

...ICY# 816 16 34 ISSUED TO PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

LEXINGTON INSURANCE COMPANY

FIRE COVERAGE COMPLIANCE ENDORSEMENT

It is understood and agreed that the coverage afforded under the policy to which this endorsement is attached, in respect to the perils of fire and lightning (but not otherwise), on property at locations in the State of California shall be subject to the terms of the California Standard Form Fire Insurance Policy which follows hereinafter and which is hereby made a part of this contract. In respect to the dollars premium, term of insurance, amount insured, location of property, and the name of the Insured as required to be specified in the California Standard Form Fire Insurance Policy which follow hereinafter, they shall be the same as provided elsewhere in the policy to which this endorsement is attached. It is further agreed however, that to the extent coverage otherwise provided under this contract is more favorable for the Insured than it would be under the said California Standard Form Fire Insurance Policy, then such broader conditions shall prevail, and all permits, privileges and agreements necessary to maintain the validity of the California Standard Form Fire Insurance Policy in its entirety are hereby granted specifically by this Company to the Insured and all notices required to be given by the Insured to this Company under the terms of the California Standard Form Fire Insurance Policy are hereby waived with the exception of requirements applying at the time of and subsequent to loss:

All situated: at location of property as shown in the declarations, State of California.

CALIFORNIA STANDARD FORM FIRE INSURANCE POLICY

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this company be liable for loss by theft.

Other insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured; or (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of 60 consecutive days; or (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy or by statute is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be canceled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be canceled at any time by this company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be canceled by giving to such mortgagee a 10 days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability. This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give written notice to this company of any loss without unnecessary delay, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless such time is extended in writing by this company, the insured shall render to this company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required and obtainable, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this company of any property.

When loss payable. The amount of loss for which this company may be liable shall be payable 60 days after proof of loss, as herein provided, is received by this company and ascertainment of the loss is made either by agreement between the insured and this company expressed in writing or by the filing with this company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within 12 months next after inception of the loss.

Subrogation. This company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this company.

F. S. Olesbery

Authorized Representative

KKSES

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10-12-77 forms a part of

Policy No. 816 16 34 issued to: PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

By: LEXINGTON INSURANCE COMPANY

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Lexington Insurance Company (herein called the Company) to pay any amount claimed to be due hereunder, the Company hereon at the request of the Insured will submit to the jurisdiction of any Court of competent jurisdiction within the State of California and will comply with all requirements necessary to give such court jurisdiction and service of process in such suit may be made upon Western Risk Specialists, Inc., Los Angeles, California, and that any suit instituted against the Company upon this Contract, the Company will abide by the final decision of such Court or of any Appellate court in the event of an Appeal.

The above named are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statue of the State of California which makes provisions therefor, the Company hereby designates the Superintendant, Commissioner or Director of Insurance of other officer specified for that purpose in the statue, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

END. LEX - 105
so/12-28-77

KKSEG

ENDORSEMENT

This endorsement, effective 12.01 A.M. 10-12-77 forms a part of

policy No 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

MINIMUM PREMIUM ENDORSEMENT

IT IS AGREED THAT, IN THE EVENT OF CANCELLATION OF THIS POLICY BY THE INSURED, A MINIMUM PREMIUM OF $10,810 , SHALL BECOME EARNED; OTHER CONDITIONS OF THE BASIC POLICY NOTWITHSTANDING.

IN THE EVENT OF CANCELLATION BY THE COMPANY, THE STANDARD PRO-RATA CANCELLATION CLAUSE WILL BE FOLLOWED.

End. LEX - 110
80/12-28-77

KKSE7

.POLICY DEDUCTIBLE

It is hereby understood and agreed that each claim for loss or damage (separately occurring) shall be adjusted separately and from each such adjusted claim, the amount of $ *SEE BELOW shall be deducted.

It is further understood and agreed that in the event of any other insurance, whether or not concurrent, the deductible specified herein shall apply in full against that portion of any claim for loss or damage, which this Company is called upon to pay under the provisions of the Apportionment Clause irrespective of any provisions of such other insurance.

*$5,000 OF LIMIT AS RESPECTS VANDALISM AND MALICIOUS MISCHIEF;
$1,000 ON ALL OTHER PERILS

Attached to an forming part of Policy No. 816 16 34

Issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 10-12-77 BY LEXINGTON INSURANCE COMPANY

form LEX 115
so/12-28-77

KR 5E8

ENDORSEMENT

This endorsement, effective 12:01 AM, 10-12-77 forms a part of

Policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

AMENDMENT OF CANCELLATION PROVISION

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE - CANCELLATION - IS AMENDED, IN PART, TO READ:

"...THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE ASSURED AT THE ADDRESS SHOWN IN THIS POLICY OR LAST KNOWN ADDRESS WRITTEN NOTICE, WITH OR WITHOUT TENDER OF THE EXCESS OF PAID PREMIUM ABOVE THE PRO-RATA PREMIUM FOR THE EXPIRED TIME, STATING WHEN, NOT LESS THAN THIRTY (30) DAYS THEREAFTER EXCEPT NOT LESS THAN FIVE (5) DAYS THEREAFTER FOR NON PAYMENT OF PREMIUM SUCH CANCELLATION SHALL BE EFFECTIVE..."

END. LEX - 126
so/12-28-77

KK5E9

WAR EXCLUSION CLAUSE

This policy shall not apply to any liability of the Insured due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Attached to an forming part of Policy No. 816 16 34

Issued To PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 10-12-77

By: LEXINGTON INSURANCE COMPANY

Form LEX - 130
so/12-28-77

KKSEID

NUCLEAR EXCLUSION CLAUSE
(For Use on Policies Which Include Coverage Against the Peril of Fire)

This Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part, caused by, contributed to, or aggravated by the peril(s) insured against in this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

Attached to and forming part of Policy No. 816 16 34

Issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 10-12-77 BY LEXINGTON INSURANCE COMPANY

Form LEX - 135

KK 5E 11

SALVAGE AND RECOVERY CLAUSE

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

Attached to an forming part of Policy No. 816 16 34

Issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

Effective 10-12-77 BY LEXINGTON INSURANCE COMPANY

Form LEX - 140
so/12-28-77

KK5612

Lexington Insurance Company

EFFECTIVE TIME ENDORSEMENT

The time of inception and the time of expiration of this policy and of any schedule or endorsement attached shall be 12:01 a.m. standard time.

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

KKSE 13

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10-12-77 forms a part of
policy No. 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH

by LEXINGTON INSURANCE COMPANY

SCHEDULE OF LOCATIONS AND LIMITS COVERED

	LOCATION	SUBJECT	LIMIT	CO-INSURANCE
1.	1859 GEARY BOULEVARD SAN FRANCISCO, CALIFORNIA	BUILDING CONTENTS	$480,000 90,000	90% 90%
2.	1366 SOUTH ALVARADO STREET LOS ANGELES, CALIFORNIA	BUILDING CONTENTS	540,000 75,000	90% 90%
3.	1366 S. ALVARADO ST.-ANNEX LOS ANGELES, CALIFORNIA	BUILDING CONTENTS	39,000 9,000	90% 90%
4.	1435 ALVARADO TERRACE LOS ANGELES, CALIFORNIA	BUILDING CONTENTS	300,000 9,000	90% 90%
5.	7700 EAST ROAD REDWOOD VALLEY, CALIFORNIA	BUILDING CONTENTS	150,000 50,000	90% 90%
6.	8461 EAST ROAD REDWOOD VALLEY, CALIFORNIA	BUILDING	~~143,750~~ OFF	90%
7.	REAR OF 8461 EAST ROAD REDWOOD VALLEY, CALIFORNIA	BUILDING CONTENTS BLDG.-WAREHOUSE CONTENTS	~~172,500~~ OFF ~~100,000~~ ~~28,750~~ OFF ~~25,000~~ OFF	90% 90% STILL IN EFFECT! 90% 90%

so/12-28-77

Form 1803

F. S. Oleshiewicz
Authorized Representative

KKSE14

ENDORSEMENT

This endorsement, effective 12:01 A.M 10-12-77 forms a part of policy No 816 16 34 issued to PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST CHURCH by LEXINGTON INSURANCE COMPANY

WATCHMAN WARRANTY

IT IS AGREED THE INSURED WILL AT ALL TIMES MAINTAIN A QUALIFIED WATCHMAN ON EACH PREMISES INSURED HEREUNDER. WIOLATION OF THIS WARRANTY SUSPENDS ALL COVERAGE HEREUNDER AT THE PREMISES OF AND DURING THE COURSE OF SAID VIOLATION, ALL WITHOUT ANY REQUIREMENT THAT THE OCCURRENCE OF THE LOSS BE IN ANY WAY RELATED TO SAID VIOLATION.

so/12-28-77

Form 1803

F. S. Oleshiewicz
Authorized Representative

KK5515

BUILDING, EQUIPMENT, STOCK AND BLANKET FORM

($100 DEDUCTIBLE APPLICABLE)

Insurance attaches only to those items specifically described in this policy for which a specific amount is shown and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

DEDUCTIBLE CLAUSE: THE SUM OF $100 SHALL BE DEDUCTED FROM THE AMOUNT WHICH WOULD OTHERWISE BE RECOVERABLE FOR EACH LOSS SEPARATELY OCCURRING TO PROPERTY COVERED HEREUNDER FROM FIRE, LIGHTNING OR OTHER PERILS INSURED AGAINST BY THIS POLICY, INCLUDING ENDORSEMENTS THERETO, AND THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF SUCH EXCESS. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (OR STRUCTURE) INCLUDING ITS CONTENTS; SEPARATELY TO CONTENTS IN EACH BUILDING (OR STRUCTURE) IF SUCH BUILDING (OR STRUCTURE) IS NOT COVERED HEREUNDER; AND SEPARATELY TO ALL PERSONAL PROPERTY IN THE OPEN.

THIS CLAUSE DOES NOT APPLY TO PROPERTY OR PERILS SUBJECT TO A DEDUCTIBLE GREATER THAN $100 BY THE PROVISIONS OF ANY FORM OR ENDORSEMENT ATTACHED TO THIS POLICY.

This clause does not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rental Value or Leasehold Interest.

A. DESCRIPTION OF COVERAGE

When the insurance under this policy covers "Building," "Equipment," "All Property" or "Stock", such insurance shall cover in accordance with the following definitions, ALL SUBJECT TO THE SPECIFIC EXCLUSIONS AND MODIFICATIONS PROVIDED ELSEWHERE IN THIS POLICY:

BUILDING: Building or structure in its entirety, including all fixtures and machinery used for the service of the building itself, provided such fixtures and machinery are contained in or attached to and constitute a part of the building; additions in contact therewith; platforms, chutes, conveyors, bridges, trestles, canopies, gangways, and similar exterior structures attached thereto and located on the described premises, provided, that if the same connect with any other building or structure owned by the named Insured, then this insurance shall cover only such portion of the same situate on the described premises as lies between the building covered under this policy and a point midway between it and such other building or structure; also (a) awnings, signs, door and window shades and screens, storm doors and storm windows; (b) cleaning and fire fighting apparatus; (c) janitors' supplies, tools and implements; (d) materials and supplies intended for use in construction, alterations or repairs of the building. Provided, however, that property described in (a), (b), (c) and (d) immediately above must be, at the time of any loss, (1) the property of the named Insured who is the owner of the building; and (2) used for the maintenance or service of the building; and (3) contained in or attached to the building; and (4) not specifically covered under an item other than the "Building" item of this or any other policy.

EQUIPMENT: Equipment and personal property of every description, and, provided the described building is not owned by the named Insured, "IMPROVEMENTS AND BETTERMENTS." THIS COVERAGE DOES NOT INCLUDE "STOCK" AS DEFINED BELOW NOR PROPERTY COVERED UNDER THE "BUILDING" ITEM OF THIS OR ANY OTHER POLICY.

ALL PROPERTY (BLANKET): All property of an insurable nature, both real and personal, now existing or hereafter acquired, EXCEPT "STOCK" AS DEFINED BELOW.

STOCK: Stock of goods, wares and merchandise of every description, manufactured, unmanufactured, or in process of manufacture; materials and supplies which enter into the manufacture, packing, handling, shipping and sale of same; advertising materials; all being the property of the named Insured, or sold but not removed (it being understood that the value of stock sold but not removed shall be the Insured's selling price and that such value shall be considered as actual cash value in the application of any clauses forming a part of this policy); and the Insured's interest in materials, labor and charges furnished, performed on or incurred in connection with the property of others.

B. EXTENSIONS OF COVERAGE

1. ON-PREMISES: Personal property of the kind and nature covered under any item hereof shall be covered under the respective item (s) while in, on, or under sidewalks, streets, platforms, alleyways or open spaces, provided such property (1) is located within fifty (50) feet of the described "Building," or (2) in the case of materials and supplies intended for use in construction, alterations or repairs of the described "Building," is located within one hundred (100) feet of said "Building"; and (b) while in or on cars and vehicles within three hundred (300) feet of the described "Building"; and (c) while in or on barges and scows or other vessels within one hundred (100) feet of the described premises. PROVIDED THAT PROPERTY COVERED BY MARINE, INLAND MARINE OR TRANSPORTATION INSURANCE OF ANY KIND, SHALL NOT BE COVERED UNDER THIS EXTENSION CLAUSE. The word "premises" is substituted above for the word "Building" if property in more than one building is covered blanket under one amount of insurance.

2. OFF-PREMISES: (Applicable only when the eighty per cent (80%) or higher Coinsurance Clause (Average Clause) applies): The Insured may apply up to two percent (2%) of the amount of insurance, BUT NOT EXCEEDING FIVE THOUSAND DOLLARS ($5,000.00), to cover the described property, OTHER THAN MERCHANDISE OR STOCK (RAW, IN PROCESS, OR FINISHED), while temporarily removed from the described premises for purposes of cleaning, repairing, reconstruction or restoration.

THIS EXTENSION OF COVERAGE SHALL: (a) NOT APPLY TO DWELLING OR FARM PROPERTY; (b) NOT APPLY TO PROPERTY IN TRANSIT NOR TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE INSURED; (c) NOT APPLY EXCEPT AS EXCESS OVER THE AMOUNT DUE FROM ANY OTHER INSURANCE COVERING THE PROPERTY, WHETHER COLLECTIBLE OR NOT; AND (d) IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

3. PROPERTY OF OTHERS: To the extent that the named Insured shall be liable by law for loss thereto or shall prior to loss have specifically assumed liability therefor, any item of this policy covering on personal property shall also cover property of the kind and nature described in such item, at the location(s) herein indicated, held in trust, or on consignment or commission, or on joint account with others, or left for storage or repairs.

4. DEBRIS REMOVAL: This insurance covers expense incurred in the removal of debris of the property covered hereunder, which may be occasioned by loss caused by any of the perils insured against in this policy.

THE TOTAL LIABILITY UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY TO THE PROPERTY COVERED.

Debris removal expense shall not be considered in the determination of actual cash value in the application of any clause forming a part of this policy.

UNDER EXTENSIONS 1, 2, 3 AND 4 ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING THE PROPERTY AGAINST THE PERIL CAUSING THE LOSS, WHETHER OR NOT SUCH OTHER INSURANCE CONTAINS SUCH EXTENSIONS.

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C. EXCLUSIONS

1. IN ADDITION TO PROPERTY EXPRESSLY EXCLUDED FROM COVERAGE BY ANY PROVISION OF THIS FORM OR OTHER ENDORSEMENT ATTACHED TO THIS POLICY, THE FOLLOWING ARE NOT COVERED UNDER ANY ITEM OF THIS POLICY AND ARE TO BE EXCLUDED IN THE APPLICATION OF ANY "AVERAGE CLAUSE" OR "DISTRIBUTION CLAUSE": LAND VALUES, MACHINE SHOP OR FOUNDRY PATTERNS; AIRCRAFT; BOATS; MOTOR VEHICLES LICENSED FOR USE ON PUBLIC THOROUGHFARES; ACCOUNTS, BILLS, CURRENCY, DEEDS, EVIDENCES OF DEBT, MONEY, SECURITIES, BULLION OR MANUSCRIPTS, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THE CLAUSE OF THIS FORM TITLED "RECORDS"; LAWNS, TREES, PLANTS OR SHRUBS, UNLESS (a) SPECIFICALLY COVERED UNDER A SEPARATE ITEM OF INSURANCE, OR (b) WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF AND THEN ONLY WHEN OTHERWISE COVERED UNDER AN ITEM OF THIS POLICY.

2. NO ITEM OF THIS POLICY SHALL ATTACH TO OR BECOME INSURANCE UPON ANY PROPERTY, INCLUDED WITHIN THE DESCRIPTION OF SUCH ITEM, WHICH AT THE TIME OF ANY LOSS

(a) IS MORE SPECIFICALLY DESCRIBED AND COVERED UNDER ANOTHER ITEM OF THIS POLICY, OR UNDER ANY OTHER POLICY CARRIED BY OR IN THE NAME OF THE INSURED NAMED HEREIN (this section (a) not applicable to "blanket" insurance written hereunder at an average blanket rate), OR

(b) BEING THE PROPERTY OF OTHERS IS COVERED BY INSURANCE CARRIED BY OR IN THE NAME OF OTHERS THAN THE INSURED NAMED HEREIN.

UNTIL THE LIABILITY OF INSURANCE DESCRIBED UNDER (a) OR (b) HAS FIRST BEEN EXHAUSTED, AND SHALL THEN COVER ONLY THE EXCESS OF VALUE OF SUCH PROPERTY OVER AND ABOVE THE AMOUNT PAYABLE UNDER SUCH OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT. THIS CLAUSE SHALL NOT BE APPLICABLE TO PROPERTY OF OTHERS FOR THE LOSS OF WHICH THE INSURED NAMED HEREIN IS LIABLE BY LAW OR HAS PRIOR TO ANY LOSS SPECIFICALLY ASSUMED LIABILITY.

3. LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY; CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY. (This clause not applicable to the perils of fire and lightning, see OTHER PROVISIONS).

4. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS

(a) RESULTING FROM ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE ENSUES AND, IF FIRE DOES ENSUE, THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF LOSS CAUSED BY SUCH ENSUING FIRE.

(b) CAUSED BY OR RESULTING FROM POWER, HEATING OR COOLING FAILURE, UNLESS SUCH FAILURE RESULTS FROM PHYSICAL DAMAGE TO POWER, HEATING OR COOLING EQUIPMENT SITUATED ON PREMISES WHERE THE PROPERTY COVERED IS LOCATED, CAUSED BY THE PERIL(S) INSURED AGAINST. HOWEVER, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS SPECIFICALLY EXCLUDED UNDER (1) THE RIOT PROVISIONS OF THE EXTENDED COVERAGE ENDORSEMENT, OR (2) THE VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT.

(c) OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOC OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDING(S) C STRUCTURE(S), UNLESS SUCH LIABILITY IS OTHERWISE SPECIFICALLY ASSUMED BY ENDORSEMENT HEREON.

D. CONDITIONS AND LIMITATIONS

1. AVERAGE CLAUSE (THIS CLAUSE VOID UNLESS PERCENTAGE IS INSERTED ON THE FIRST PAGE OF THIS POLICY) (The term "Co-Insurance Clause" wherever used in this policy shall be deemed to mean "Average Clause"): IN EVENT OF LOSS TO PROPERTY DESCRIBED IN ANY ITEM OF THIS POLICY AS TO WHICH ITEM A PERCENTAGE FIGURE IS INSERTED ON THE FIRST PAGE OF THIS POLICY, THIS COMPANY SHALL BE LIABLE FOR NO GREATER PROPORTION OF SUCH LOSS THAN THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE PERCENTAGE, SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OF THE ACTUAL CASH VALUE OF THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS, NOR FOR MORE THAN THE PROPORTION WHICH THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE TOTAL INSURANCE ON THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS.

2. WAIVER OF INVENTORY AND APPRAISEMENT CLAUSE: If any item of this policy is subject to the conditions of the Average Clause (Paragraph 1 hereof), it is also provided that when an aggregate claim for any loss to the property described in any such item of this policy is both less than Five Thousand Dollars ($5,000.00) and less than two per cent (2%) of the total amount of insurance upon the property described in such item at the time such loss occurs, it shall not be necessary for the Insured to make a special inventory or appraisement of the undamaged property, BUT NOTHING HEREIN CONTAINED SHALL OPERATE TO WAIVE THE APPLICATION OF THE AVERAGE CLAUSE TO ANY SUCH LOSS.

3. VACANCY AND UNOCCUPANCY PENALTY: These provisions are applicable only to fire, lightning, and removal relating thereto, and to building(s) and contents as covered.

The conditions of the policy suspending or restricting insurance while the described building is vacant or unoccupied beyond a period of 60 consecutive days are waived but only to the extent as provided for herein.

THE AMOUNT OF LOSS DUE UNDER THIS POLICY SHALL BE REDUCED BY 15 PER CENT WHILE THE INVOLVED BUILDING(S) IS VACANT OR UNOCCUPIED BEYOND A PERIOD OF 60 CONSECUTIVE DAYS. This penalty will not be applicable during the period of any extension whereby the 60 day period is extended by endorsement.

Definitions: (a) Vacant — containing no contents pertaining to operations or activities customary to occupancy of the building. (b) Unoccupied — containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

A building shall not be considered as vacant or unoccupied: (a) While in the course of construction; or (b) While any portion of the building is occupied or in operation; or (c) While any other building owned or used by the Insured and located on the same premises is occupied or in operation.

If the subject of insurance (whether building, contents or both) is of a seasonal nature and the premises are normally unoccupied during certain portions of the year, permission is hereby granted to be unoccupied consistent with seasonal operations (not vacant) but in no event to exceed ten consecutive months.

These provisions will not abrogate or modify other conditions in the policy or in any endorsements attached.

Any penalty provided for herein shall be computed and applied after the application of any other penalty, limit(s) of liability, deductible(s) or other provisions.

4. RECORDS: THIS POLICY LIMITS COVERAGE (a) ON BOOKS OF ACCOUNT, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS AND OTHER RECORDS (EXCEPT FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING), TO NOT EXCEEDING THE COST OF BLANK BOOKS, CARDS OR OTHER BLANK MATERIAL PLUS THE COST OF LABOR INCURRED BY THE INSURED FOR TRANSCRIBING OR COPYING SUCH RECORDS; (b) ON FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING, TO NOT EXCEEDING THE COST OF SUCH MEDIA IN UNEXPOSED OR BLANK FORM.

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