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Filing date: **06/13/2016**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91220327
Party	Plaintiff 3rd Generation Enterprises Co., Corp.
Correspondence Address	JONATHAN M PUROW GOTTLIEB RACKMAN & REISMAN PC 270 MADISON AVENUE, 8TH FL NEW YORK, NY 10016 UNITED STATES efiling@grr.com, jpurow@grr.com, mmisthal@grr.com
Submission	Plaintiff's Notice of Reliance
Filer's Name	Jonathan M. Purow
Filer's e-mail	jpurow@grr.com
Signature	/Jonathan M. Purow/
Date	06/13/2016
Attachments	Notice of Reliance 6.13 FINAL.pdf(27919 bytes) UNSEALED Notice of Reliance Exhibits.pdf(4102949 bytes)

- a. Documents bearing Bates Nos. 3GE0001 through 3GE0013, consisting of spreadsheets that detail the sales history of the CITY CLUB brand prior to its purchase by 3GE. True and correct copy filed concurrently under seal as Exhibit 1.
- b. Documents bearing Bates Nos. 3GE0014 through 3GE0015, consisting of the confirmation letter, dated June 18, 2008, from Ms. Marlen Bracho to 3GE customers regarding the purchase of the CITY CLUB and TOP POP brands. True and correct copy filed concurrently as Exhibit 2.
- c. Documents bearing Bates Nos. 3GE0016 through 3GE0017, consisting of 3GE's IRS employer identification number notice. True and correct copy filed concurrently under seal as Exhibit 3.
- d. Documents bearing Bates Nos. 3GE0018 through 3GE0019, consisting of 3GE's authenticated Certificate of Formation issued by the Delaware Secretary of State, dated August, 6, 2008. True and correct copy filed concurrently as Exhibit 4.
- e. Document bearing Bates No. 3GE0020, consisting of 3GE's CITY CLUB bottle design. True and correct copy filed concurrently under seal as Exhibit 5.
- f. Documents bearing Bates Nos. 3GE0021 through 3GE0025, consisting of 3GE's CITY CLUB UPC codes. True and correct copy filed concurrently as Exhibit 6.
- g. Document bearing Bates No. 3GE0026, consisting of the acknowledgment letter, dated April 21, 2009, from the third party producer of City Club's soda labels to 3GE, regarding City Club and Top Pop artwork. True and correct copy filed concurrently under seal as Exhibit 7.
- h. Documents bearing Bates Nos. 3GE0027 through 3GE0044, consisting of 3GE's City Club label designs. True and correct copy filed concurrently under seal as Exhibit 8.

- i. Document bearing Bates No. 3GE0045, consisting of 3GE's production request letter to a manufacturer, dated April 16, 2009. True and correct copy filed concurrently under seal as Exhibit 9.
- j. Documents bearing Bates Nos. 3GE0046 through 3GE0059, consisting of 3GE's interaction with clients, including price sheets, inventory sheets, shipping orders, and bills of lading. True and correct copy filed concurrently under seal as Exhibit 10.
- k. Documents bearing Bates Nos. 3GE0060 through 3GE0088, consisting of distributors' inventory spreadsheets and records. True and correct copy filed concurrently under seal as Exhibit 11.
- l. Documents bearing Bates Nos. 3GE0089 through 3GE0109, relating to 3GE's change in manufacturers. True and correct copy filed concurrently under seal as Exhibit 12.
- m. Document bearing Bates No. 3GE0110, consisting of the bill of lading from a manufacturer of City Club to 3GE, dated November 4, 2011. True and correct copy filed concurrently under seal as Exhibit 13.
- n. Documents bearing Bates Nos. 3GE0111 through 3GE0116, consisting of a manufacturer's inventory spreadsheets of City Club. True and correct copy filed concurrently under seal as Exhibit 14.
- o. Documents bearing Bates Nos. 3GE0117 through 3GE0160, consisting of 3GE's sales history of the City Club product and correspondence with customers. True and correct copy filed concurrently under seal as Exhibit 15.
- p. Documents bearing Bates Nos. 3GE0161 through 3GE0170, consisting of 3GE's City Club 12oz. can sales. True and correct copy filed concurrently under seal as Exhibit 16.

- q. Document bearing Bates No. 3GE0171, consisting of 3GE's certificate of amendment to their certificate of incorporation. True and correct copy filed concurrently as Exhibit 17.
- r. Documents bearing Bates Nos. 3GE0172 through 3GE0180, pertaining to 3GE's IP assignment agreement. True and correct copy filed concurrently as Exhibit 18.
- s. Documents bearing Bates Nos. 3GE0181 through 3GE0185, consisting of representative 3GE invoices and purchase orders for City Club from November 10, 2009 through July 18, 2012. True and correct copy filed concurrently under seal as Exhibit 19.
- t. Documents bearing Bates Nos. 3GE0186 through 3GE0188, consisting of 3GE email correspondence with customers. True and correct copy filed concurrently under seal as Exhibit 20.
- u. Documents bearing Bates Nos. 3GE0189 through 3GE0190, consisting of a screenshot from the USPTO's website displaying 3GE's U.S. Trademark Application 86/381,287 for CITY CLUB under International Class 32 for goods in connection with soft drinks. A True and correct copy is attached as Exhibit 21.
- v. Documents bearing Bates Nos. 3GE0191 through 3GE0192, consisting of a screenshot from the USPTO's website displaying 3GE's cancelled U.S. Trademark Registration 75/311,352 for CITY CLUB under International Class 32 for goods in connection with soft drinks. A True and correct copy is attached as Exhibit 22.
- w. Documents bearing Bates Nos. 3GE0193 through 3GE0198, consisting of redacted versions of the representative 3GE invoices and purchase orders for City Club from

- November 10, 2009 through July 18, 2012 contained in Exhibit 19. A True and correct copy is attached as Exhibit 23.
- x. Documents bearing Bates Nos. 3GE0199 through 3GE0205, consisting of records from the U.S.P.T.O. website and Office Action for Applicant's application for the mark CITY CLUB. A True and correct copy is attached as Exhibit 24.
 - y. Documents bearing Bates Nos. 3GE0206 through 3GE0231, consisting of 3GE paid invoices, sales orders, and bills of lading, dated from 2009 through 2011. True and correct copy filed concurrently under seal as Exhibit 25.
 - z. Documents bearing Bates Nos. 3GE0232 through 3GE0252, consisting of 3GE email correspondence with various recipients pertaining to business development and expansion. True and correct copy filed concurrently under seal as Exhibit 26.
 - aa. Documents bearing Bates Nos. 3GE0253 through 3GE0315, consisting of 3GE's insurance policy with The Hartford Financial Services Group, Inc. ("The Hartford"). True and correct copy filed concurrently as Exhibit 27.
 - bb. Documents bearing Bates Nos. 3GE0316 through 3GE0331, consisting of 3GE's claimed losses and correspondence with The Hartford due to Hurricane Sandy. True and correct copy filed concurrently as Exhibit 28.
 - cc. Documents bearing Bates Nos. 3GE0332 through 3GE0359, consisting of The Hartford's two investigative reports on 3GE's claimed losses. True and correct copy filed concurrently as Exhibit 29.
 - dd. Documents bearing Bates Nos. 3GE0360 through 3GE0362, consisting of 3GE's domain renewal of <http://www.drinkcityclub.com>. True and correct copy filed as Exhibit 30.

- ee. Documents bearing Bates Nos. 3GE0363 through 3GE0369, consisting of screenshots from <http://www.drinkcityclub.com> taken May 18, 2015. True and correct copy filed concurrently as Exhibit 31.
- ff. Document bearing Bates No. 3GE0370, consisting of sales by item records, dated January through March 2012. True and correct copy filed concurrently under seal as Exhibit 32.
- gg. Documents bearing Bates Nos. 3GE0371 through 3GE0391, consisting of sales invoices between 3GE and a customer located in the Bahamas. True and correct copy filed concurrently under seal as Exhibit 33.
- hh. Documents bearing Bates Nos. 3GE0392 through 3GE0394, consisting of the officer's certificate of Cott Beverages Inc. ("Cott"). True and correct copy filed concurrently as Exhibit 34.
- ii. Documents bearing Bates Nos. 3GE0395 through 3GE0401, consisting of correspondence between 3GE and Cott regarding the sale of CITY CLUB and TOP POP brands. True and correct copy filed concurrently under seal as Exhibit 35.
- jj. Documents bearing Bates Nos. 3GE0402 through 3GE0405, consisting of sales invoices from 3GE to a customer located in Brooklyn, New York, with the earliest invoice dated October 21, 2014 and the last invoice dated January 5, 2015. True and correct copy filed concurrently under seal as Exhibit 36.
- kk. Documents bearing Bates Nos. 3GE0406 through 3GE0416, consisting of invoices and design mockups from Orb Printing ("Orb") to 3GE. True and correct copy filed concurrently as Exhibit 37.

- ll. Document bearing Bates No. 3GE0417, consisting of total sales of 3GE's TOP POP soda from 2008 to 2015. True and correct copy filed concurrently under seal as Exhibit 38.
- mm. Documents bearing Bates Nos. 3GE0418 through 3GE0443, consisting of U.S. Internal Revenue Service Form 1120S tax return form for the year of 2008. True and correct copy filed concurrently under seal as Exhibit 39.
- nn. Documents bearing Bates Nos. 3GE0444 through 3GE0467, consisting of U.S. Internal Revenue Service Form 1120S tax return form for the year of 2009. True and correct copy filed concurrently under seal as Exhibit 40.
- oo. Documents bearing Bates Nos. 3GE0468 through 3GE0475, consisting of U.S. Internal Revenue Service Form 1120S tax return form for the year of 2010. True and correct copy filed concurrently under seal as Exhibit 41.
2. Pursuant to 37 C.F.R. §2.120(j)(4), Applicant will rely on the testimony of Ms. Marlen Bracho from her discovery deposition taken on September 17, 2015. A true and correct True and correct copy is filed concurrently under seal as Exhibit 42.

The documents listed above are relevant for the purposes of establishing Defendant's priority of use of the CITY CLUB mark.

GOTTLIEB, RACKMAN & Reisman, P.C.
270 Madison Avenue
New York, New York 10016-0601
(212) 684-3999

/s/ Jonathan M. Purow
Marc A. Misthal
Jonathan M. Purow

Counsel for Opposer
3rd Generation Enterprises Co. Corp.

Dated: June 13, 2016

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below a true copy of the OPPOSER'S NOTICE OF RELIANCE was served by first class mail on Applicant, by its attorney, as follows:

Alex R. Sluzas
Paul & Paul
1717 Arch Street, Suite 3740
Philadelphia, PA 19103

/s/ Jonathan M. Purow

Jonathan M. Purow

Dated: June 13, 2016

EXHIBIT 2

3rd Generation Trucking Company, Inc.

P.O. Box 1222

Englewood Cliffs, New Jersey 07632

June 18, 2008

Dear Customer:

It is with great enthusiasm that we announce that 3rd Generation Trucking Company, Inc. has acquired ownership of Top Pop and City Club brands.

"3G" brings to its loyal customers the knowledge and expertise that is essential in the distribution of carbonated drinks throughout the competitive metropolitan area market. We assure you that we will do everything in our power to ensure your satisfaction and continued business relationship.

In order to guarantee a smooth transition, please make sure you follow the outlined steps as follows:

Customer Procedures

- The initial call must be made to 3G in order to expedite the processing of your account
- Once the credit application has been completed, fax it to 3G
- At that point, Beverage Source 1 –the direct distributors of both brands- will acknowledge receipt of the submitted information. You can expect the acknowledgement within two business days
- The order form included in your packet is self-explanatory and must be filled out completely and faxed to Beverage Source 1. Should you already have a purchase order system in place, we will welcome that form faxed
- Make sure that your order is faxed with no less than a 7-day lead time to assure prompt and timely delivery
- Please note that 12oz cans/2liter/3liter must be ordered on the same trailer to guarantee full trailer prices
- Please note that 24oz bottles must be ordered on a separate trailer as it is manufactured in a different facility
- In the event that you need a mixed shipment, Beverage Source 1 will make every effort to accommodate your request at a minimal fee

On behalf of 3G we thank you for your continued business and we reiterate our commitment and loyalty to our valued customers. Do not hesitate to contact me should you have any pertinent questions or concerns. Please refer to the attachment for all contact information.

Yours truly,

Marlen Lugones

Contact Information

Mailing & Faxing Information

3rd Generation Trucking Company, Inc.

P.O. Box 1222

Englewood Cliffs, New Jersey 07632

Office Fax (201)-408-4596

Contacts:

Marlen Lugones (Office Manager & Customer Service)

Cellular (646)523-6523

Email: thirdgenerationt@aol.com

Mario Lugones (Sales Representative)

Cellular (347)-723-0862

Email: MI3rdgeneration@aol.com

Direct Distributor Information

Beverage Source 1

2200 69th Street

North Bergen, New Jersey 07047

Web Site www.bevsource1.com

Office (201)-868-8550

Office (Fax) 201-868- 8848

Cosmo Amato (General Sales Manager)

Email: Cosmo@bevsource1.com

EXHIBIT 4

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CITY CLUB LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF AUGUST, A.D. 2008, AT 2:57 O'CLOCK P.M.



4584911 8100

080851583

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6777625

DATE: 08-06-08

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:57 PM 08/06/2008
FILED 02:57 PM 08/06/2008
SRV 080851583 - 4584911 FILE

CERTIFICATE OF FORMATION

OF

CITY CLUB LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company is:

CITY CLUB LLC

SECOND: Its registered office in the State of Delaware is to be located 1220 N. MARKET STREET, SUITE 806, WILMINGTON, DE 19801, County of NEW CASTLE, and its registered agent at such address is BLUMBERG EXCELSIOR CORPORATE SERVICES, INC.

IN WITNESS WHEREOF, the undersigned, has duly executed this Certificate of Formation as of this 6TH day of August, 2008.

s/Trudi Winter
Trudi Winter
Organizer

EXHIBIT 6

UPC-A	812277011449	CITY CLUB 12/12oz Black Cherry
UPC-A	812277011487	CITY CLUB 12/12oz Cola
UPC-A	812277011517	CITY CLUB 12/12oz Fruit Punch
UPC-A	812277011524	CITY CLUB 12/12oz Ginger Ale
UPC-A	812277011555	CITY CLUB 12/12oz Grape
UPC-A	812277011609	CITY CLUB 12/12oz Orange
UPC-A	812277011647	CITY CLUB 12/12oz Pineapple
UPC-A	812277011661	CITY CLUB 12/12oz Root Beer

2 LITER CITY CLUB MADE IN ALLENTOWN,PA

BARCODE	PRODUCT DESCRIPTION
812277012064	CITY CLUB 8/2 LITER COLA
812277012071	CITY CLUB 8/2 LITER FRUIT PUNCH
812277012088	CITY CLUB 8/2 LITER GINGER ALE
812277012095	CITY CLUB 8/2 LITER GRAPE
812277012118	CITY CLUB 8/2 LITER ORANGE
812277012132	CITY CLUB 8/2 LITER PINEAPPLE
812277012286	CITY CLUB 8/2 LITER BLACK CHERRY

3 LITER CITY CLUB MADE AT HILLSIDE,NJ

BARCODE	PRODUCT DESCRIPTION
812277012187	CITY CLUB 6/3 LITER BLACK CHERRY
812277012194	CITY CLUB 6/3 LITER COLA
812277012200	CITY CLUB 6/3 LITER ORANGE
812277012217	CITY CLUB 6/3 LITER PINEAPPLE
812277012224	CITY CLUB 6/3 LITER FRUIT PUNCH
812277012231	CITY CLUB 6/3 LITER GOLDEN COLA
812277012248	CITY CLUB 6/3 LITER GINGER ALE
812277012255	CITY CLUB 6/3 LITER GRAPE
812277012262	CITY CLUB 6/3 LITER BLUE POP
812277012279	CITY CLUB 6/3 LITER LEMON LIME

City Club Order Form Flavors

Currently In Production

20oz CITY CLUB

UPC-A	812277010831	CITY CLUB 24/20oz Blue
UPC-A	812277010862	CITY CLUB 24/20oz Cola
UPC-A	812277010893	CITY CLUB 24/20oz Fruit Punch
UPC-A	812277010909	CITY CLUB 24/20oz Ginger Ale
UPC-A	812277010930	CITY CLUB 24/20oz Grape
UPC-A	812277010954	CITY CLUB 24/20oz Lemon-Lime
UPC-A	812277010992	CITY CLUB 24/20oz Orange
UPC-A	812277011029	CITY CLUB 24/20oz Peach
UPC-A	812277011036	CITY CLUB 24/20oz Pineapple
UPC-A	812277011067	CITY CLUB 24/20oz Strawberry

2 LITER CITY CLUB FLAVORS

UPC-A	812277012064	CITY CLUB 8/2 LITER COLA
UPC-A	812277012071	CITY CLUB 8/2 LITER FRUIT PUNCH
UPC-A	812277012088	CITY CLUB 8/2 LITER GINGER ALE
UPC-A	812277012095	CITY CLUB 8/2 LITER GRAPE
UPC-A	812277012118	CITY CLUB 8/2 LITER ORANGE
UPC-A	812277012132	CITY CLUB 8/2 LITER PINEAPPLE
UPC-A	812277012286	CITY CLUB 8/2 LITER BLACK CHERRY

6/3 LITER CITY CLUB UPC'S

UPC-A	812277012187	CITY CLUB 6/3 LITER BLACK CHERRY
UPC-A	812277012194	CITY CLUB 6/3 LITER COLA
UPC-A	812277012200	CITY CLUB 6/3 LITER ORANGE
UPC-A	812277012217	CITY CLUB 6/3 LITER PINEAPPLE
UPC-A	812277012224	CITY CLUB 6/3 LITER FRUIT PUNCH
UPC-A	812277012231	CITY CLUB 6/3 LITER GOLDEN COLA
UPC-A	812277012248	CITY CLUB 6/3 LITER GINGER ALE
UPC-A	812277012255	CITY CLUB 6/3 LITER GRAPE
UPC-A	812277012262	CITY CLUB 6/3 LITER BLUE POP
	812277012279	CITY CLUB 6/3 LITER LEMON LIME

12oz CITY CLUB FLAVORS

812277011647 UPC-A	812277011647	CITY CLUB 12/12oz Pineapple
812277011609 UPC-A	812277011609	CITY CLUB 12/12oz Orange
812277011548 UPC-A	812277011548	CITY CLUB 12/12oz Golden Col
812277011555 UPC-A	812277011555	CITY CLUB 12/12oz Grape
812277011517 UPC-A	812277011517	CITY CLUB 12/12oz Fruit Punch
812277011524 UPC-A	812277011524	CITY CLUB 12/12oz Ginger Ale
812277011487 UPC-A	812277011487	CITY CLUB 12/12oz Cola
8-12277-01144- UPC-A	8-12277-01144-9	CITY CLUB 12/12oz Black Cherr

3GE0025

| 812277011456 UPC-A

|

812277011456|CITY CLUB 12/12oz Blue

EXHIBIT 17

C-102A Rev 12/93

New Jersey Division of Revenue

Certificate of Amendment to the Certificate of Incorporation
(For Use by Domestic Profit Corporations)

Pursuant to the provisions of Section 14A:9-2 (4) and Section 14A:9-4 (3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

- 1. The name of the corporation is:
3RD GENERATION TRUCKING COMPANY
- 2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 22 day of MAY, 2009

Resolved, that Article ONE of the Certificate of Incorporation be amended to read as follows:
The corporation shall amend the name of the corporation as stated in paragraph ONE.
The name of the corporation shall be: **3RD GENERATION ENTERPRISES CO. CORP.**

- 3. The number of shares outstanding at the time of the adoption of the amendment was: 2000
- The total number of shares entitled to vote thereon was: 2000

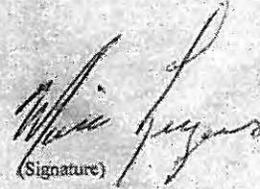
If the shares of any class or series of shares are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable).

- 4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively)

<u>Number of Shares Voting for Amendment</u>	<u>Number of Shares Voting Against Amendment</u>
<u>2000</u>	<u>NONE</u>

- 5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. (Omit if not applicable).

- 6. Other provisions: (Omit if not applicable).

BY: X  Pres.
(Signature)

Dated this 22 day of May, 2009

May be executed by the Chairman of the Board, or the President, or a Vice President of the Corporation.

EXHIBIT 18



3GE0172

Rec'd
11/12/08

PETER A. FRANKE
(813) 227-8144 Direct Telephone
(813) 227-8244 Direct Facsimile

E-MAIL ADDRESS:
PFranke@shutts.com

November 6, 2008

Via Express Mail

3rd Generation Trucking Co.
P.O. Box 1222
Englewood Cliffs, New Jersey 07632
Attn: Mario Lugones

Re: Top Pop and City Club Asset Sale – Seller License Agreement

Dear Sirs:

In accordance with Section 4.4(c) of that certain Asset Purchase Agreement, dated June 4, 2008, between 3rd Generation Trucking Company, Inc. and Cott Beverages Inc., as amended, please find the original, fully-executed Intellectual Property Assignment Agreement enclosed herewith. Please note that Third Generation will be responsible to ensure filing of all third party notifications or transfer documentation necessary to effectuate transfer of Transferred Intellectual Property to Third Generation.

A complete closing binder of the transaction documentation will follow shortly for your records.

With Warmest regards,

SHUTTS & BOWEN LLP

Peter A. Franke, Esq.

Enclosures

cc: Maximo A. Figueredo, Esq.

TPADOC5 18385036 1

100 South Ashley Drive, Suite 1500, Tampa, Florida 33602 • ph 813.229.8900 • fx 813.229.8901 • www.shutts.com

~~TRADE SECRET/COMMERCIALY SENSITIVE - OUTSIDE COUNSEL EYES ONLY~~
MIAMI FORT LAUDERDALE WEST PALM BEACH ORLANDO TAMPA TALLAHASSEE AMSTERDAM

3GE0173



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 13

Serial #: 73647562

Filing Dt: 03/03/1987

Reg #: 1510360

Reg. Dt: 10/25/1988

Registrant: PREMIUM BEVERAGE PACKERS, INC.

Mark: TOP POP

Assignment: 1

Reel/Frame: 0833/0634

Received:

Recorded: 12/12/1991

Pages: 3

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Assignor: READING A-TREAT BOTTLING COMPANY, INCORPORATED

Exec Dt: 10/23/1991

Entity Type: CORPORATION

Citizenship: PENNSYLVANIA

Entity Type: CORPORATION

Citizenship: PENNSYLVANIA

Assignee: STRATEGIC BRANDS, INC.

1090 SPRING ST.

WYOMING, PENNSYLVANIA 19610

Correspondent: ROLAND & SCHLEGEL

627 NORTH FOURTH STREET

P.O. BOX 902

READING, PA 19603-0902

Assignment: 2

Reel/Frame: 1551/0426

Received: 02/11/1997

Recorded: 11/15/1996

Pages: 4

Conveyance: ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNORS INTEREST

Assignor: STRATEGIC BRANDS, INC.

Exec Dt: 01/17/1996

Entity Type: CORPORATION

Citizenship: NONE

Entity Type: CORPORATION

Citizenship: PENNSYLVANIA

Assignee: PREMIUM BEVERAGE PACKERS, INC.

1090 SPRING STREET

WYOMISSING, PENNSYLVANIA 19610

Correspondent: JOHN ARKELL WEYGANDT

P.O. BOX 2056

205 NORTH MONROE STREET

MEDIA, PA 19063

Assignment: 3

Reel/Frame: 1774/0091

Received: 08/27/1998

Recorded: 08/24/1998

Pages: 12

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: PREMIUM BEVERAGE PACKERS, INC.

Exec Dt: 04/06/1998

Entity Type: CORPORATION

Citizenship: NONE

Entity Type: CORPORATION

Citizenship: PENNSYLVANIA

Assignee: MELLON BANK, N.A.

610 W. GERMANTOWN PK., SUITE 200

PLYMOUTH MEETING, PENNSYLVANIA 19462

Correspondent: WOLF, BLACK, SCHORR ET AL.

LYNN A. HUEBNER

350 SENTRY PKWY., BLDG. 640

BLUE BELL, PA 19422

Assignment: 4

Reel/Frame: 1992/0876

Received: 11/30/1999

Recorded: 11/23/1999

Pages: 13

Conveyance: SECURITY AGREEMENT**Assignor:** PREMIUM BEVERAGE PACKERS, INC.**Exec Dt:** 11/09/1999**Entity Type:** CORPORATION**Citizenship:** PENNSYLVANIA**Assignee:** SOVEREIGN BANK

P.O. BOX 608

TWO ALDWYN CENTER

VILLANOVA, PENNSYLVANIA 19085

Entity Type: THRIFT INSTITUTION**Citizenship:** NONE**Correspondent:** KLETT LIEBER ROONEY & SCHORLING

CRAIG S. HERYFORD, ESQ.

ONE OXFORD CENTRE

40TH FLOOR

PITTSBURGH, PA 15219

Assignment: 5**Reel/Frame:** 2001/0988**Received:** 12/21/1999**Recorded:** 12/06/1999**Pages:** 6**Conveyance:** ASSIGNS THE ENTIRE INTEREST**Assignor:** MELLON BANK, N.A.**Exec Dt:** 11/16/1999**Entity Type:** NATIONAL BANKING
ASSOCIATION**Citizenship:** NONE**Assignee:** PREMIUM BEVERAGE PACKERS, INC.

1090 SPRING STREET

WYOMISSING, PENNSYLVANIA 19610

Entity Type: CORPORATION**Citizenship:** PENNSYLVANIA**Correspondent:** STEVENS & LEE

ANDY P. BERGER

111 NORTH SIXTH STREET

P.O. BOX 679

READING, PA 19603-0679

Assignment: 6**Reel/Frame:** 2424/0583**Received:** 01/16/2002**Recorded:** 01/09/2002**Pages:** 7**Conveyance:** TERMINATION OF SECURITY INTEREST AND ASSIGNMENT**Assignor:** SOVEREIGN BANK**Exec Dt:** 10/24/2001**Entity Type:** FEDERAL SAVINGS BANK**Citizenship:** NONE**Assignee:** PREMIUM BEVERAGE PACKERS, INC.

1090 SPRING STREET

WYOMISSING, PENNSYLVANIA 19610

Entity Type: CORPORATION**Citizenship:** PENNSYLVANIA**Correspondent:** STEVENS & LEE

ANDY P. BERGER, ESQ.

111 NORTH SIXTH STREET

P.O. BOX 679

READING, PA 19603-0679

Assignment: 7**Reel/Frame:** 2394/0081**Received:** 10/31/2001**Recorded:** 10/31/2001**Pages:** 33**Conveyance:** SECURITY INTEREST**Assignor:** PREMIUM BEVERAGE PACKERS, INC.**Exec Dt:** 10/25/2001**Entity Type:** CORPORATION**Citizenship:** PENNSYLVANIA**Assignee:** LASALLE BUSINESS CREDIT, INC.

1735 MARKET STREET, 6TH FL.

PHILADELPHIA, PENNSYLVANIA 19103

Entity Type: CORPORATION**Citizenship:** DELAWARE**Correspondent:** WOLF, BLOCK, SCHORR, AND SOLIS-COHEN

ELIZABETH A. GRZYWACZ, ESQUIRE

1650 ARCH STREET, 22ND FLOOR

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment"), effective as of this 5th day of November 2008 (the "Effective Date"), is entered into by and between Cott Beverages Inc., a Georgia corporation, d/b/a Cott Beverages USA (the "Assignor"), and 3rd Generation Trucking Company, Inc., a New Jersey corporation (the "Assignee") (hereinafter referred to collectively as the "Parties" or individually as the "Party").

WHEREAS, the Assignor is the lawful owner of the trademarks and copyrights specifically set forth in Exhibit A annexed hereto and made a part hereof (hereafter, collectively, the "Intellectual Property"); and

WHEREAS, pursuant to and in accordance with that certain asset purchase agreement dated of even date herewith between Licensee and Licensor, among others (the "Purchase Agreement") the Assignor has agreed to sell and transfer, and the Assignee has agreed to accept, all of Assignor's rights, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor does hereby assign to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest in and to the copyrights, trademarks and trademark registrations specified in Exhibit A, including renewal rights therein, the exclusive right to enforce and to obtain registrations therefor throughout the world in the sole name of Assignee, its successors or assigns, and including the goodwill of the business symbolized by such marks.
2. The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, and Assignee hereby accepts from Assignor, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, and worldwide applications and registrations, all other federal, state, foreign, statutory intellectual property rights and moral rights, in and to the Intellectual Property.
3. The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.

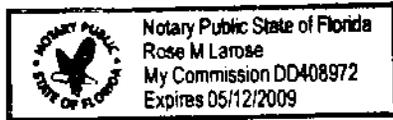
4. The Assignor expressly agrees to promptly execute any other documents or take any other action as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Intellectual Property and to effectuate this Assignment. Notwithstanding the foregoing, Assignee shall assume all responsibility to record its right, title and interest in the Intellectual Property with any applicable government agencies upon execution of this Agreement.
5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
6. This Assignment shall be governed and construed by and enforced in accordance with the internal laws of the State of Florida (without giving effect to principles of conflicts of laws).
7. The statements contained in the recitals of fact set forth above are true and correct and by this reference are incorporated in and made a part of this Assignment.
8. This Assignment is subject to the terms and provisions of the Purchase Agreement, which are incorporated herein by this reference, including that certain Seller License Agreement, as further described therein, by and between Assignor and Assignee. In the event of any conflict between this Assignment and the Purchase Agreement, the terms, provisions and limitations of the Purchase Agreement shall control.
9. Acceptance of this Assignment by Assignor shall require due execution by two of its officers.
10. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.
11. This Agreement, together with the Purchase Agreement and the Transaction Documents, together with the schedules and exhibits hereto and thereto, contain the entire understanding of the parties with respect to the transaction contemplated hereby and supersede all prior arrangements or understandings with respect thereto

[End of text; Counterpart signature pages of Assignor and Assignee follows.]

STATE OF FLORIDA)
) SS.
 COUNTY OF HILLSBOROUGH)

On this 30 day of June, 2008, before me personally appeared Juan Figueroa to me personally known, who, being by me duly sworn, did say that he is the CEO of Cott Beverages Inc., a Georgia corporation, d/b/a Cott Beverages USA, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said officer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.



Rose M. Larose
 Notary Public
 My Commission Expires: 5/12/09

[Counterpart signature page of Assignee follows.]

Exhibit A**Intellectual Property**

U.S. Federal Registration No. 1335803, Top Pop.

U.S. Federal Registration No. 1285484, Top Pop.

U.S. Federal Registration No. 2356463, City Club.

Assignor's common law rights, if any, to the mark TOP POP as used for the goods listed in U.S. Federal Registration No. 1510360, Top Pop (expired).

Those copyrights owned by the Assignor as of the Closing Date (as defined in the Purchase Agreement) which are uniquely and exclusively dedicated to the Top Pop and City Club brands and which are contained on the labels and packaging constituting the Raw Materials Inventory, but excluding any of the Seller Names (as such term is defined in Section 4.4. of the Purchase Agreement).

EXHIBIT 21

**Trademarks > Trademark Electronic Search System (TESS)**

TESS was last updated on Thu Jan 15 03:20:57 EST 2015

[TESS HOME](#)[NEW USER](#)[STRUCTURED](#)[FREE FORM](#)[BROWSE DICT](#)[SEARCH OG](#)[BOTTOM](#)[HELP](#)[Logout](#)

Please logout when you are done to release system resources allocated for you.

Record 1 out of 1[TSDR](#)[ASSIGN Status](#)[TTAB Status](#)*(Use the "Back" button of the Internet Browser to return to TESS)*

CITY CLUB

Word Mark CITY CLUB

Goods and Services IC 032. US 045 046 048. G & S: Soft drinks. FIRST USE: 20111201. FIRST USE IN COMMERCE: 20111201

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 86381287

Filing Date August 29, 2014

Current Basis 1A

Original Filing Basis 1A

Owner (APPLICANT) 3rd Generation Enterprises Co. Corp. CORPORATION NEW JERSEY P.O. Box 1222 Englewood Cliffs NEW JERSEY 07632

Attorney of Record Marc P. Misthal

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

[TESS HOME](#)[NEW USER](#)[STRUCTURED](#)[FREE FORM](#)[BROWSE DICT](#)[SEARCH OG](#)[TOP](#)[HELP](#)[| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY](#)

EXHIBIT 22

**Trademarks > Trademark Electronic Search System (TESS)**

TESS was last updated on Thu Jan 15 03:20:57 EST 2015

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [Browser Dict](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[TSDR](#) [ASSIGN Status](#) [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

CITY CLUB

Word Mark	CITY CLUB
Goods and Services	(CANCELLED) IC 032. US 045 046 048. G & S: soft drinks. FIRST USE: 19010000. FIRST USE IN COMMERCE: 19010000
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75311352
Filing Date	June 19, 1997
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	March 21, 2000
Registration Number	2356463
Registration Date	June 13, 2000
Owner	(REGISTRANT) City Club Beverage Corp CORPORATION NEW YORK 164-48 85th Street Howard Beach NEW YORK 11414 (LAST LISTED OWNER) COTT BEVERAGES INC. CORPORATION GEORGIA 4211 W. BOY SCOUT BOULEVARD SUITE 290 TAMPA FLORIDA 33607
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	NORM D. ST. LANDAU
Type of Mark	TRADEMARK
Register	PRINCIPAL

3GE0192

Affidavit Text SECT 15. SECT 8 (6-YR).

**Live/Dead
Indicator** DEAD

**Cancellation
Date** January 14, 2011

[TESS HOME](#)

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EXHIBIT 23



3rd Generation Trucking
 PO Box 1222
 Englewood Cliffs, NJ 07632

Invoice # 0041

Phone #	Email	Web Site	Date
(201) 408-5225	thirdgeneration@aol.com	www.toppopsoda.com	11/10/2009

PAID
 11/10/2009

Bill To



P.O. Number	Terms	Due Date
[Redacted]	Due on Receipt	11/10/2009

DESCRIPTION	Quantity	Price Each	Amount
CITY CLUB 24/20 OZ PINEAPPLE	180	6.27	1128.60
CITY CLUB 24/20 OZ GINGERALE	90	6.27	564.30
CITY CLUB 6/3 LITER ORANGE	96	4.85	465.60
CITY CLUB 6/3 LITER GRAPE	48	4.85	232.80
CITY CLUB 6/3 LITER FRUIT PUNCH	48	4.85	232.80
CITY CLUB 6/3 LITER COLA	48	4.85	232.80
CITY CLUB 6/2 LITER PINEAPPLE	50	4.85	232.50
Balance Due			\$0.00



3rd Generation Trucking
 PO Box 1222
 Englewood Cliffs, NJ 07632

Invoice # 00109

Phone #

(201) 408-5225

Email

thirdgenerationt@aol.com

Web Site

www.toppopsoda.com

Date

01/29/2010

PAID
 01/29/2010

Bill To



P.O. Number



Terms

Due on Receipt

Due Date

01/29/2010

DESCRIPTION	Quantity	Price Each	Amount
CITY CLUB 8/2 LITER FRUIT PUNCH	50	4.65	232.50
CITY CLUB 8/2 LITER BLACK CHERRY	100	4.65	465.00
CITY CLUB 8/3 LITER BLUE	144	4.85	698.40

Balance Due

\$0.00

11/4

3rd Generation Enterprises, Inc. II

Customer Purchase Order



P.O. Box 1222
Englewood Cliffs, NJ 07632

Phone (201)-408-3219 Fax (201)-408-4596
www.toppopsoda.com

Date	P.O. No.
11/1/2011	84358

Name / Address
[REDACTED] [REDACTED] NY

Ship To
[REDACTED]

Customer Phone
[REDACTED]

Terms
Net 30

Rep	Freight Co/ Rate
MB	

Description	Qty	Rate	Total
CITY CLUB 8/2 LITER BLACK CHERRY	49.61	4.72	287.92
CITY CLUB 8/2 LITER COLA	49.51	4.72	240.72
CITY CLUB 8/2 LITER PINEAPPLE	0.12	4.72	56.64
CITY CLUB 8/2 LITER BLACK CHERRY	0.207	4.72	977.04
CITY CLUB 6/3 LITER BLUE POP	19.35	4.74	165.90
CITY CLUB 6/3 LITER COLA	11.11	4.74	52.14
CITY CLUB 6/3 LITER FRUIT PUNCH	0.13	4.74	61.62
CITY CLUB 6/3 LITER GOLDEN COLA	25.20	4.74	94.80
CITY CLUB 6/3 LITER GRAPE	144.77	4.74	838.98
CITY CLUB 6/3 LITER GINGER ALE	0.23	4.74	109.02
CITY CLUB 6/3 LITER LEMON LIME	165.156	4.74	739.44
CITY CLUB 6/3 LITER ORANGE	101.134	4.74	635.16
CITY CLUB 6/3 LITER PINEAPPLE	48.71	4.74	810.54
6/3 black cherry	.159		
Total			\$5,069.92



3rd Generation Enterprises, Inc. II
 PO Box 1222
 Englewood Cliffs, NJ 07632

Invoice

Invoice #
978
Date
2/28/2012

Phone #	E-mail	www.Topopsoda.com
201-528-7274	marica@topopsoda.com	www.Topopsoda.com

Bill To
 [Redacted]
 [Redacted] NJ



P.O. Number	Terms	Due Date
[Redacted]	NET 10	3/9/2012

Description	Quantity	Price Each	Amount
CITY CLUB 24/20 OZ. COLA	135	6.27	846.45
CITY CLUB 24/20 OZ. PINEAPPLE	180	6.27	1,128.60
CITY CLUB 24/20 OZ. FRUIT PUNCH	90	6.27	564.30
CITY CLUB 24/20 OZ. GINGERALE	90	6.27	564.30
CITY CLUB 24/20 OZ. COLA	45	6.27	282.15
PALLETS	12	5.00	60.00

Balance Due		\$0.00
--------------------	--	---------------



3rd Generation Enterprises, Inc. II
 PO Box 1222
 Englewood Cliffs, NJ 07632

Invoice

Invoice #
1031
Date
3/23/2012

Phone #	E-mail	Website
201-528-7274	marden@topopsoda.com	www.Topopsoda.com

Bill To

 NJ



P.O. Number	Terms	Due Date
	NET 10	4/2/2012

Description	Quantity	Price Each	Amount
CITY CLUB 24/20 OZ PINEAPPLE	225	6.27	1,410.75
CITY CLUB 24/20 OZ BLUE POP	135	6.27	846.45
CITY CLUB 24/20 OZ GINGERALE	180	6.27	1,128.60
PALLETS	12	5.00	60.00
Balance Due			\$0.00



3rd Generation Enterprises, Inc. II
 PO Box 1222
 Englewood Cliffs, NJ 07632

Invoice

Invoice #
1212
Date
7/18/2012

Phone #	E-mail	Website
201-528-7274	marlen@toppopsoda.com	www.Toppopsoda.com

Bill To
 [Redacted]
 [Redacted] NY



P.O. Number	Terms	Due Date
[Redacted]	Due on receipt	7/18/2012

Description	Quantity	Price Each	Amount
CITY CLUB 8/2 LITER COLA	100	4.65	465.00
CITY CLUB 8/2 LITER GINGER ALE	150	4.65	697.50
CITY CLUB 8/2 LITER GRAPE	50	4.65	232.50
CITY CLUB 8/2 LITER PINEAPPLE	200	4.65	930.00
CITY CLUB 6/3 LITER ORANGE	48	4.85	232.80
CITY CLUB 6/3 LITER PINEAPPLE	48	4.85	232.80
Balance Due			\$0.00

EXHIBIT 24

3GE0199

STATUS

DOCUMENTS

[Back to Search](#)

Print

Generated on: This page was generated by TSDR on 2015-01-15 18:11:26 EST**Mark:** CITY CLUB**CITY CLUB****US Serial Number:** 86337103**Application Filing Date:** Jul. 15, 2014**Filed as TEAS Plus:** Yes**Currently TEAS Plus:** Yes**Register:** Principal**Mark Type:** Trademark**Status:** Application has been published for opposition. The opposition period begins on the date of publi**Status Date:** Dec. 23, 2014**Publication Date:** Dec. 23, 2014**▼ Mark Information****▼ Expand All****Mark Literal Elements:** CITY CLUB**Standard Character Claim:** Yes. The mark consists of standard characters without claim to any particular font style, size, or c**Mark Drawing Type:** 4 - STANDARD CHARACTER MARK**Disclaimer:** "CLUB"**▼ Goods and Services****Note:**

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [..] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Soft drinks**International Class(es):** 032 - Primary Class**U.S Class(es):** 045, 046, 047**Class Status:** ACTIVE**Basis:** 1(b)**▼ Basis Information (Case Level)****Filed Use:** No**Currently Use:** No**Filed ITU:** Yes**Currently ITU:** Yes**Filed 44D:** No**Currently 44D:** No

Date	Description	Proceeding Number
Dec. 23, 2014	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Dec. 23, 2014	PUBLISHED FOR OPPOSITION	
Dec. 03, 2014	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Nov. 17, 2014	LAW OFFICE PUBLICATION REVIEW COMPLETED	70997
Nov. 17, 2014	ASSIGNED TO LIE	70997
Oct. 29, 2014	TEAS CHANGE OF CORRESPONDENCE RECEIVED	

3GE0201

Oct. 29, 2014	APPROVED FOR PUB - PRINCIPAL REGISTER	
Oct. 29, 2014	EXAMINER'S AMENDMENT ENTERED	88888
Oct. 29, 2014	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	6328
Oct. 29, 2014	EXAMINERS AMENDMENT E-MAILED	6328
Oct. 29, 2014	EXAMINERS AMENDMENT -WRITTEN	88206
Oct. 27, 2014	ASSIGNED TO EXAMINER	88206
Jul. 18, 2014	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Jul. 18, 2014	NEW APPLICATION ENTERED IN TRAM	

▲ **Proceedings - Click to Load**

To: Day's Beverages, Inc. (info@paulandpaul.com)
Subject: U.S. TRADEMARK APPLICATION NO. 86337103 - CITY CLUB - 2014-072
Sent: 10/29/2014 1:50:35 PM
Sent As: ECOM102@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION

U.S. APPLICATION SERIAL NO. 86337103

MARK: CITY CLUB

86337103

CORRESPONDENT ADDRESS:

ALEX R SLUZAS
PAUL AND PAUL
2000 MARKET ST STE 2900
PHILADELPHIA, PA 19103-3229

CLICK HERE TO RESPOND TO THIS I
<http://www.uspto.gov/trademarks/index.js>

[VIEW YOUR APPLICATION FILE](#)

APPLICANT: Day's Beverages, Inc.

CORRESPONDENT'S REFERENCE/DOCKET NO :
2014-072

CORRESPONDENT E-MAIL ADDRESS:
info@paulandpaul.com

EXAMINER'S AMENDMENT

ISSUE/MAILING DATE: 10/29/2014

DATABASE SEARCH: The trademark examining attorney has searched the USPTO's database of registered and pending marks and has found no conflicting marks that would bar registration under Trademark Act Section 2(d). TMEP §704.02; *see* 15 U.S.C. §1052(d).

APPLICATION HAS BEEN AMENDED: In accordance with the authorization granted by Alex Sluzas on October 29, 2014, the trademark examining attorney has amended the application as indicated below. Please advise the undersigned immediately of any objections. Otherwise, no response is necessary. TMEP §707. Any amendments to the identification of goods and/or services may clarify or limit the goods and/or services, but may not add to or broaden the scope of the goods and/or services. 37 C.F.R. §2.71(a); *see* TMEP §§1402.06 *et seq.*

[Disclaimer](#)

The following disclaimer statement is added to the record:

No claim is made to the exclusive right to use "CLUB" apart from the mark as shown.

See 15 U.S.C. §1056(a); TMEP §§1213, 1213.08(a)(i).

/April Reeves/
April E. Reeves
Examining Attorney
Law Office 102
(571) 272-3681
april.reeves@uspto.gov

PERIODICALLY CHECK THE STATUS OF THE APPLICATION: To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using the Trademark Status and Document Retrieval (TSDR) system at <http://tsdr.uspto.gov/>. Please keep a copy of the TSDR status screen. If the status shows no change for more than six months, contact the Trademark Assistance Center by e-mail at TrademarkAssistanceCenter@uspto.gov or call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

TO UPDATE CORRESPONDENCE/E-MAIL ADDRESS: Use the Trademark Electronic Application System (TEAS) form at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.

To: Day's Beverages, Inc. (info@paulandpaul.com)
Subject: U.S. TRADEMARK APPLICATION NO. 86337103 - CITY CLUB - 2014-072
Sent: 10/29/2014 1:50:36 PM
Sent As: ECOM102@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)

**IMPORTANT NOTICE REGARDING YOUR
U.S. TRADEMARK APPLICATION**

USPTO OFFICE ACTION (OFFICIAL LETTER) HAS ISSUED
ON 10/29/2014 FOR U.S. APPLICATION SERIAL NO. 86337103

Please follow the instructions below:

(1) **TO READ THE LETTER:** Click on this [link](#) or go to <http://tsdr.uspto.gov/>, enter the U.S. application serial number, and click on "Documents."

The Office action may not be immediately viewable, to allow for necessary system updates of the application, but will be available within 24 hours of this e-mail notification.

(2) **QUESTIONS:** For questions about the contents of the Office action itself, please contact the assigned trademark examining attorney. For *technical* assistance in accessing or viewing the Office action in the Trademark Status and Document Retrieval (TSDR) system, please e-mail TSDR@uspto.gov.

WARNING

PRIVATE COMPANY SOLICITATIONS REGARDING YOUR APPLICATION: Private companies **not** associated with the USPTO are using information provided in trademark applications to mail or e-mail trademark-related solicitations. These companies often use names that closely resemble the USPTO and their solicitations may look like an official government document. Many solicitations require that you pay "fees."

Please carefully review all correspondence you receive regarding this application to make sure that you are responding to an official document from the USPTO rather than a private company solicitation. All official USPTO correspondence will be mailed only from the "United States Patent and Trademark Office" in Alexandria, VA; or sent by e-mail from the domain "@uspto.gov." For more information on how to handle private company solicitations, see

http://www.uspto.gov/trademarks/solicitation_warnings.jsp

EXHIBIT 27

3GE0253

THE HARTFORD
3600 WISEMAN BLVD .
SAN ANTONIO

TX 78251

3RD GENERATION ENTERPRISES CO .

283 VETERANS BLVD SUITE B

CARLSTADT NJ 07072

*2000212IU03810114 00765





IMPORTANT NOTICE TO OUR POLICYHOLDERS

THANK YOU FOR RENEWING YOUR POLICY WITH THE HARTFORD. WITH THIS NOTICE WE ARE PROVIDING YOU ONLY WITH THE DECLARATIONS PAGE, WHICH OUTLINES YOUR COVERAGES, AND WITH THOSE POLICY FORMS, NOTICES, AND BROCHURES WHICH ARE DIFFERENT FROM THOSE WHICH WE PROVIDED WITH YOUR PREVIOUS POLICY. **YOU SHOULD RETAIN ALL OF THESE DOCUMENTS AND THOSE PROVIDED WITH YOUR PREVIOUS POLICY INDEFINITELY** SO THAT YOU WILL HAVE A COMPLETE SET OF POLICY FORMS AT ALL TIMES FOR YOUR REFERENCE.

IF YOU HAVE QUESTIONS, OR IF AT ANY TIME YOU NEED COPIES OF ANY OF THE FORMS LISTED ON YOUR POLICY, PLEASE CALL YOUR HARTFORD AGENT OR BROKER, OR THE OFFICE OF THE HARTFORD IDENTIFIED ON YOUR POLICY, AS APPROPRIATE.

*2000212IU03810114 00766



3GE0255



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

*3100212IU03810114 00769





THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts):

\$ 137.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended ("TRIA"), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for certified acts of terrorism under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 85% of that portion of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

C. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

D. All other terms and conditions remain the same.

00770
*3100212IU03810114





IMPORTANT NOTICE TO POLICYHOLDERS

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts):

\$ 137.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended ("TRIA"), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for certified acts of terrorism under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

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D. All other terms and conditions remain the same.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

00772

*3100212IU03810114





NEW JERSEY EARTHQUAKE INSURANCE AVAILABILITY NOTICE

All insureds and applicants are cautioned that commercial fire and extended coverage insurance policies do not provide coverage for earthquake damage.

The definition of an **earthquake**:

- is a shaking or trembling of the earth that is geologic or tectonic in nature;
- includes shock waves or tremors before, during or after a volcanic eruption; and
- can also include after shocks that occur within a seventy-two hour period following an **earthquake**.

A typical commercial fire and extended coverage insurance policy:

- **does not** cover the cost to replace or repair your damaged dwelling, premises or structures, such as garages, resulting from an **earthquake**.
- **does not** cover the cost to replace or repair the contents of your business if the damages result from an **earthquake**; and
- **does not** pay for any additional business expenses if your property is badly damaged or destroyed by an **earthquake**.

Earthquake insurance is available through an endorsement to your policy for an additional premium. The decision to purchase earthquake insurance is one that should be carefully considered based on individual circumstances.

Historically, an earthquake in New Jersey is a rare event, although the possibility exists that it could happen. Over the five year period from 1997 to 2002, for every \$1 of **earthquake** insurance premium, 3/10 of one cent has been paid out for losses.

Please contact your Hartford agent or broker if you have any questions or want additional information on how you can obtain earthquake insurance.

This notice is a general description of coverage and does not change, modify or invalidate any of the provisions, terms or conditions of your policy or endorsements.



81 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
03 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
IU insurance company of The Hartford Insurance Group shown below.

SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 12 SBA IU0381 DW

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: 3RD GENERATION ENTERPRISES CO.
(No., Street, Town, State, Zip Code)

283 VETERANS BLVD SUITE B
CARLSTADT NJ 07072

Policy Period: From 01/05/13 To 01/05/14 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: CBS COVERAGE GROUP INC/PHS
Code: 127184

Previous Policy Number: 12 SBA IU0381

Named Insured is: CORPORATION

Audit Period: ANNUAL

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$7,010

NJPLGA SURCHARGE: \$ 63.00

Countersigned by

Authorized Representative

11/20/12
Date

00774
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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

283 VETERAND BLVD
CARLSTADT NJ 07072**Description of Business:**

Fruit Drinks, Soda, Carbonated Water Mfg. - Glass

Deductible: \$ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE**BUILDING**

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 334,400

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIESINSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

LOSS PAYEE: 'A' APPLIES

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

**ACTUAL LOSS SUSTAINED BUSINESS
INCOME & EXTRA EXPENSE - SPECIFIED
LIMIT COVERAGE: FORM SS 40 60** \$ 100,000

**CONTRACTORS EQUIPMENT:
FORM SS 04 24**
MAXIMUM LIMIT OF INSURANCE: \$ 13,500
**SEE ATTACHED SCHEDULE OF VALUES:
FORM IH 12 00**
DEDUCTIBLE: \$ 250

**EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION**

**THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS**
HAZARDOUS SUBSTANCES \$ 50,000
EXPEDITING EXPENSES \$ 50,000

**MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY**

IDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

**BUSINESS LIABILITY OPTIONAL COVERAGES
(Continued)**

LIMITS OF INSURANCE

**HIRED/NON-OWNED AUTO LIABILITY
FORM: SS 01 69**

\$2,000,000

WAIVER OF SUBROGATION:

FORM SS 12 15

LOCATION: 001 BUILDING: 001

SEE FORM IH 12 00

CYBERFLEX COVERAGE

FORM SS 40 26

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

ADDITIONAL INSUREDS: THE FOLLOWING ARE ADDITIONAL INSUREDS FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION	001 BUILDING	001
TYPE	PERSON ORGANIZATION	
NAME	SEE FORM IH 12 00	

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

LOSS PAYEE 'A':
FORM SS 12 12

TOYOTA MOTOR CREDIT CORPORATION
P.O. BOX 3457
TORRANCE, CA. 90510
EQUIPMENT FOR \$13,500

PROPERTY:

Form Numbers of Forms and Endorsements that apply:

SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05	SS 00 38 04 04
SS 84 11 09 07	SS 01 30 04 08	SS 01 69 09 09	SS 10 39 07 05
SS 04 19 04 09	SS 04 22 07 05	SS 04 24 10 09	SS 04 30 07 05
SS 04 39 07 05	SS 04 41 04 09	SS 04 42 09 07	SS 04 44 07 05
SS 04 45 07 05	SS 04 47 04 09	SS 04 69 09 07	SS 04 70 03 00
SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05	SS 40 26 06 11
SS 40 34 03 00	SS 40 60 10 12	SS 40 93 07 05	SS 41 12 12 07
SS 41 51 10 09	SS 41 62 06 11	SS 41 63 06 11	IH 10 01 09 86
SS 05 47 09 01	SS 50 57 04 05	SS 09 01 10 08	SS 12 12 03 92
SS 12 15 03 00	SS 50 19 03 12	IH 99 40 04 09	IH 99 41 04 09
SS 04 46 10 08	SS 38 25 12 07	SS 83 76 03 12	
IH 12 00 11 85	WAIVER OF SUBROGATION		
IH 12 00 11 85	CONTRACTORS EQUIPMENT SCHEDULE		



Spectrum Supplemental Schedule of Auditable Coverages

This schedule reflects only those locations that have classes and/or coverages that are subject to audit.

Policy Number: 12 SBA IU0381

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

LOC/BLDG NO: 001/001 TERR: 019
 LOCATION: 283 VETERAND BLVD
 CARLSTADT NJ 07072

CLASSIFICATION CODE NUMBER 43731
 DESCRIPTION:
 Fruit Drinks, Soda, Carbonated Water Mfg. - Glass

COVERAGE DESCRIPTION: PREMISES/OPERATIONS COVERAGE
 REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
 RATING BASIS: SALES PER 1000
 EXPOSURE: 3,213,675
 FINAL RATE: 0.330
 ADVANCE PREMIUM: \$1,059.00

COVERAGE DESCRIPTION: PRODUCTS/COMPLETED OPERATIONS COVERAGE
 REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
 RATING BASIS: SALES PER 1000
 EXPOSURE: 3,213,675
 FINAL RATE: 0.908
 ADVANCE PREMIUM: \$2,919.00

 TOTAL ADVANCE PREMIUM \$3,978.00 DOES NOT INCLUDE TERRORISM OR
 FOR AUDITABLE COVERAGES ANY APPLICABLE STATE SURCHARGES OR FEES OR
 MINIMUM PREMIUMS

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SUPER STRETCH FOR FOOD PROCESSORS SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch for Food Processors Coverage form SS 04 69 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 69 to determine the scope of your insurance protection.

The Limits of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Blanket Coverage Limit of Insurance: \$250,000

Blanket Coverages

Accounts Receivable- On/Off Premises
Computers and Media
Debris Removal
Personal Property of Others
Temperature Change
Valuable Papers and Records- On/Off Premises

Coverage	Limit
Brands and Labels	Up to Business Personal Property Limit
Claims Expense	\$ 10,000
Computer Fraud	\$ 5,000
Contract Penalties	\$ 1,000
Employee Dishonesty (including ERISA)	\$ 25,000
Fine Arts	\$ 25,000
Forgery	\$ 25,000
Laptop Computers- Worldwide Coverage	\$ 10,000
Off Premises Service – Direct Damage	\$ 25,000
Outdoor Signs	Full Value
Pairs and Sets	Up to Business Personal Property Limit
Product Contamination	\$ 10,000
Product Recall	\$ 15,000/\$ 25,000
Property at Other Premises	\$ 25,000
Refrigeration Breakdown Expense – Vehicles You Own or Lease	\$ 10,000
Salespersons' Samples	\$ 50,000
Sewer and Drain Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$50,000
Tenants Building and Business Personal Property Coverage- Required by Lease	\$ 20,000
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 5,000



The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 25,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 50,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 50,000
Business Income Extension for Web Sites	\$ 50,000/7 days
Business Income from Dependent Properties	\$ 50,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	90 Days

The following changes apply only if the Special Property Coverage Form applies to this policy. The Limits of Insurance for the following Additional Coverages are a replacement of the limit of insurance provided under the Special Property Coverage form:

Coverage	Limit
Precious Metal Theft Payment Changes	\$ 25,000
Theft of Patterns, Dies, Molds and Forms	Up to Business Personal Property Limit

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included

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COMMON POLICY CONDITIONS



QUICK REFERENCE - SPECTRUM POLICY**DECLARATIONS
and
COMMON POLICY CONDITIONS****I. DECLARATIONS**

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS**Beginning on Page**

A. Cancellation	1
B. Changes	1
C. Concealment, Misrepresentation Or Fraud	2
D. Examination Of Your Books And Records	2
E. Inspections And Surveys	2
F. Insurance Under Two Or More Coverages	2
G. Liberalization	2
H. Other Insurance - Property Coverage	2
I. Premiums	2
J. Transfer Of Rights Of Recovery Against Others To Us	2
K. Transfer Of Your Rights And Duties Under This Policy	3
L. Premium Audit	3

COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
- b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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COMMON POLICY CONDITIONS**C. Concealment, Misrepresentation Or Fraud**

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount

due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

- a. Someone insured by this insurance;
- b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
- c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is

appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

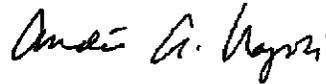
L. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Terence Shields, Secretary



André A. Napoli, President



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL LOSS SUSTAINED BUSINESS INCOME & EXTRA EXPENSE - SPECIFIED LIMIT COVERAGE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of the policy apply to the coverage stated in this endorsement, except as indicated below.

A. Provision **A.4.g. Business Income** in the Standard Property Coverage Form and provision **A.5.o. Business Income** in the Special Property Coverage Form are deleted and replaced by the following:

Business Income

- (1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", caused by or resulting from a Covered Cause of Loss.
- (2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:
 - (a) The portion of the building which you rent, lease or occupy; and
 - (b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".
- (3) We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or physical

damage. This Additional Coverage is subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

(4) Business Income means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or physical damage had occurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

(5) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; or
- (b) That part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss if coverage for Business Income applies to the policy.

B. Provision **A.4.h. Extra Expense** in the Standard Property Coverage Form and provision **A.5.p. Extra Expense** in the Special Property Coverage Form are deleted and replaced by the following:

Extra Expense

- (1) We will pay reasonable and necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.



(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".

(3) Extra Expense means expense incurred:

- (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the "scheduled premises"; or
 - (ii) At replacement premises or at temporary locations, including:
 - (aa) Relocation expenses; and
 - (bb) Cost to equip and operate the replacement or temporary location, other than those costs necessary to repair or to replace damaged stock and equipment.
- (b) To minimize the suspension of business if you cannot continue "operations".
- (c) To:
 - (i) Repair or replace any property; or
 - (ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage, Extra Expense, or Additional Coverage – Business Income.

We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or physical damage. This Additional Coverage is included in and subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

(4) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; or
- (b) That part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss if coverage for Extra Expense applies to the policy.

(5) Limitation

This Extra Expense Coverage does not apply to:

- (a) Any deficiencies in insuring building or business personal property; or
- (b) Any expense related to any recall of products you manufacture, handle or distribute.

C. Provision A.4.j. **Extended Business Income** in the Standard Property Coverage Form and provision A.5.r. **Extended Business Income** in the Special Property Coverage Form are deleted and replaced by the following:

Extended Business Income

(1) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during that period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

(b) Ends on the earlier of:

- (i) The date you could restore your "operations" with reasonable speed, to the condition that would have existed if no direct physical loss or physical damage occurred; or
- (ii) 30 consecutive days after the date determined in (1)(a) above.

Loss of Business Income must be caused by direct physical loss or physical damage at the "scheduled premises" caused by or resulting from a Covered Cause of Loss.

This Additional Coverage is included in and subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

(2) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; and
- (b) That a part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING LIMIT- AUTOMATIC INCREASE REVISION

This endorsement modifies insurance provided under the following:

**SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

- A.** Paragraph **C.5 Building Limit-Automatic Increase** of the **SPECIAL PROPERTY COVERAGE FORM** or **STANDARD PROPERTY COVERAGE FORM** is deleted.
- B.** The following is added to **Additional Coverages**, paragraph **A.5** of the **SPECIAL PROPERTY COVERAGE FORM** or paragraph **A.4.** of the **STANDARD PROPERTY COVERAGE FORM**:

Building Limit - Automatic Increase

- a. If the covered loss or damage to Building property at a "scheduled premises" exceeds the Limit of Insurance stated in the Declarations, the Limit of Insurance available for the covered loss or damage in that occurrence will automatically increase by up to 8%.
- b. The amount of increase will be:
- (1) The Limit of Insurance for Buildings that applied on the most recent of the policy inception date, policy anniversary date, or the date of any other policy change amending the Building limit, multiplied by
- (2) The 8% annualized percentage of Automatic Increase, expressed as a decimal
(.08), multiplied by

- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance for Buildings, divided by 365.

Example:

The applicable Limit of Insurance for Buildings is \$100,000. The automatic increase percentage is 8%. The number of days since the beginning of the policy period (or last policy change) is 146.

The amount of increase is:

$$\$100,000 \times .08 \times 146 \text{ divided by } 365 = \$3,200$$





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
UMBRELLA LIABILITY PROVISIONS**

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 85% of that portion of insured losses attributable to "certified acts of terrorism" that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses under the federal Terrorism Risk Insurance Act, as amended ("TRIA") exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability for Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and

3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a Program Year (January 1 through December 31), and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

00785

*3100212IU03810114



POLICY NUMBER: 12 SBA IU0381



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

ASSOC WHOLESALERS INC & WHITE ROSE
INC; POB 257 REF 59 DJC418

PORTLAND

MI 48875

00786

*3100212IU03810114



POLICY NUMBER: 12 SBA IU0381



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EQUIPMENT SCHEDULE

CONTRACTORS EQUIPMENT SCHEDULE
TOTAL VALUE \$13500

ITEM	DESCRIPTION OF ITEM	VALUE
(1)	2000 TOYOTA 3-WHEEL ELECTRIC FORKLIFT TRUCK 5FBE18 SERIAL# 32438	\$10,000
(2)	1993 TOYOTA 3-WHEEL ELECTRIC FORKLIFT TRUCK YALE MPB040ACN24C274 SERIAL# N563646	\$ 3,500

*3100212IU03810114 00787





U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



3GE0283



Named Insured: 3RD GENERATION ENTERPRISES CO.

Policy Number: 12 SBA IU0381

Effective Date: 01/05/13

Expiration Date: 01/05/14

Company Name: CBS COVERAGE GROUP INC/PHS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

00789
*3100212IU03810114





*New
Policy
Renewal!*

IMPORTANT NOTICE TO OUR POLICYHOLDERS

THANK YOU FOR RENEWING YOUR POLICY WITH THE HARTFORD. WITH THIS NOTICE WE ARE PROVIDING YOU ONLY WITH THE DECLARATIONS PAGE, WHICH OUTLINES YOUR COVERAGES, AND WITH THOSE POLICY FORMS, NOTICES, AND BROCHURES WHICH ARE DIFFERENT FROM THOSE WHICH WE PROVIDED WITH YOUR PREVIOUS POLICY. **YOU SHOULD RETAIN ALL OF THESE DOCUMENTS AND THOSE PROVIDED WITH YOUR PREVIOUS POLICY INDEFINITELY** SO THAT YOU WILL HAVE A COMPLETE SET OF POLICY FORMS AT ALL TIMES FOR YOUR REFERENCE.

IF YOU HAVE QUESTIONS, OR IF AT ANY TIME YOU NEED COPIES OF ANY OF THE FORMS LISTED ON YOUR POLICY, PLEASE CALL YOUR HARTFORD AGENT OR BROKER, OR THE OFFICE OF THE HARTFORD IDENTIFIED ON YOUR POLICY, AS APPROPRIATE.

3GE0285



3RD GENERATION ENTERPRISES CO.

283 VETERANS BLVD SUITE B
CARLSTADT NJ 07072

RE: Policy Type: BUSINESS OWNERS
Policy Number: 12 SBA IU0381

Renewal Date: 01/05/13

Thank you for being a loyal customer of The Hartford.

Enclosed are renewal documents for your BUSINESS OWNERS policy, which is scheduled to renew on 01/05/13. Along with a new Declarations Page, which details the coverages provided by your BUSINESS OWNERS policy, we are enclosing important policy documents. Please be aware that you will receive an invoice for the new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

Should you have questions about your policy, please feel free to contact us at (866) 467-8730. We are available Monday – Friday; 7 am to 7 pm CST. For your convenience, you can also pay your bill and request certain documents, such as Certificates of Insurance and Auto Identification cards online, any time, day or night. To learn more about our Online Service capabilities, visit the Business Service Center at www.thehartford.com/servicecenter where you also have access to tips, tools and coverage information designed to help protect the business you've worked so hard to build.

On behalf of CBS COVERAGE GROUP INC/PHS and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely,

Your Hartford Team

Direct Bill Information

You will soon receive your first bill from The Hartford. Please do not make any payment until you receive your bill.

Your insurance policy is in force as of the effective date shown on the policy. (If you do not wish to continue your coverage with The Hartford, you must contact your Hartford agent or broker immediately. In addition, you must either return your policy to The Hartford or submit to The Hartford a signed "Lost Policy Release" form, which you can obtain from your agent or broker.)

Here's how you will be billed:

- o Your total premium is displayed on the front of your policy. You will be billed according to the payment plan under which you are enrolled.
- o Please pay the exact amount of the "minimum due" shown on your bill or you may choose to pay your total premium in full. Please note that a nominal service fee is added to each billing installment. To save on service fees, you may prepay future installments if you wish. To avoid late payment fees, please pay the "minimum due" so that it is received by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you are on the installment billing plan and a credit or additional premium is due as the result of a change made to your policy, the credit or additional premium will be spread equally over the future billing installments.
- o If you are currently enrolled in our Electronic Funds Transfer (EFT) program, changes to your premium will result in changes to the amount that will be automatically withdrawn from your bank account. **You can find the new draw amounts listed on your next billing statement.** If you have any questions regarding this change, or if you need to adjust or stop your next scheduled EFT withdrawal, please call us at 1-866-467-8730 at least **3 days prior** to the scheduled draw date.
- o For your convenience, more than one policy may be combined on a single monthly bill. This means you can add eligible policies to your billing account at any time.

Options for Making a Payment:

Repetitive EFT

Want a fast and easy way to make your scheduled payments to

The Hartford? By having your payments automatically deducted from your bank account, you don't have to write and mail a check or worry about your payment being received on time. To learn more about EFT and to sign up today for this time saving service:

- o Call customer service, toll-free at 1-866-467-8730
- o Press 2 for "Payment or Billing Account Information"
- o **Pay by Phone** Call toll-free at 1-866-467-8730 to make a one-time payment.
- o **Mail Check** Send in a check with your remittance stub in the envelope enclosed with your bill.

If you have any questions about your bill, please call The Hartford's Customer Service toll-free number 1-866-467-8730.

3GE0287



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts):

\$ \$137.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended ("TRIA"), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for certified acts of terrorism under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 85% of that portion of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

C. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

D. All other terms and conditions remain the same.



IMPORTANT NOTICE TO POLICYHOLDERS

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts):

\$ 137.00

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D. All other terms and conditions remain the same.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.



NEW JERSEY EARTHQUAKE INSURANCE AVAILABILITY NOTICE

All insureds and applicants are cautioned that commercial fire and extended coverage insurance policies do not provide coverage for earthquake damage.

The definition of an **earthquake** :

- o is a shaking or trembling of the earth that is geologic or tectonic in nature;
- o includes shock waves or tremors before, during or after a volcanic eruption; and
- o can also include after shocks that occur within a seventy-two hour period following an **earthquake** .

A typical commercial fire and extended coverage insurance policy:

- o **does not** cover the cost to replace or repair your damaged dwelling, premises or structures, such as garages, resulting from an **earthquake** .
- o **does not** cover the cost to replace or repair the contents of your business if the damages result from an **earthquake** ; and
- o **does not** pay for any additional business expenses if your property is badly damaged or destroyed by an **earthquake** .

Earthquake insurance is available through an endorsement to your policy for an additional premium. The decision to purchase earthquake insurance is one that should be carefully considered based on individual circumstances.

Historically, an earthquake in New Jersey is a rare event, although the possibility exists that it could happen. Over the five year period from 1997 to 2002, for every \$1 of **earthquake** insurance premium, 3/10 of one cent has been paid out for losses.

Please contact your Hartford agent or broker if you have any questions or want additional information on how you can obtain earthquake insurance.

This notice is a general description of coverage and does not change, modify or invalidate any of the provisions, terms or conditions of your policy or endorsements.

81 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
03 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
IU insurance company of The Hartford Insurance Group shown below.
SBA

3GE0282

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 12 SBA IU0381 DW

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: 3RD GENERATION ENTERPRISES CO.
(No., Street, Town, State, Zip Code)

283 VETERANS BLVD SUITE B
CARLSTADT NJ 07072

Policy Period: From 01/05/13 To 01/05/14 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: CBS COVERAGE GROUP INC/PHS
Code: 127184

Previous Policy Number: 12 SBA IU0381

Named Insured is: CORPORATION

Audit Period: ANNUAL

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$7,010

NJPLGA SURCHARGE: \$ 63.00

Countersigned by *Kristine R. Gas* 11/20/12
Authorized Representative Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

ACTUAL LOSS SUSTAINED BUSINESS
INCOME & EXTRA EXPENSE - SPECIFIED
LIMIT COVERAGE: FORM SS 40 60 \$ 100,000

CONTRACTORS EQUIPMENT:
FORM SS 04 24
MAXIMUM LIMIT OF INSURANCE: \$ 13,500
SEE ATTACHED SCHEDULE OF VALUES:
FORM IH 12 00
DEDUCTIBLE: \$ 250

EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS
HAZARDOUS SUBSTANCES \$ 50,000
EXPEDITING EXPENSES \$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

3GE0296

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$4,000,000
GENERAL AGGREGATE	\$4,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 01052011	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

AMENDMENT OF LIQUOR LIABILITY
EXCLUSION: FORM SS 40 34
DESCRIPTION OF ACTIVITY:
NONE

BUSINESS LIABILITY OPTIONAL
COVERAGES

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

BUSINESS LIABILITY OPTIONAL COVERAGES **LIMITS OF INSURANCE**
(Continued)HIRED/NON-OWNED AUTO LIABILITY \$2,000,000
FORM: SS 01 69WAIVER OF SUBROGATION:
FORM SS 12 15
LOCATION: 001 BUILDING: 001
SEE FORM IH 12 00CYBERFLEX COVERAGE
FORM SS 40 26

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

ADDITIONAL INSURED: THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION	001 BUILDING	001
TYPE	PERSON ORGANIZATION	
NAME	SEE FORM IH 12 00	

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 12 SBA IU0381

LOSS PAYEE 'A':
FORM SS 12 12

TOYOTA MOTOR CREDIT CORPORATION
P.O. BOX 3457
TORRANCE, CA. 90510
EQUIPMENT FOR \$13,500

PROPERTY:

Form Numbers of Forms and Endorsements that apply:

SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05	SS 00 38 04 04
SS 84 11 09 07	SS 01 30 04 08	SS 01 69 09 09	SS 10 39 07 05
SS 04 19 04 09	SS 04 22 07 05	SS 04 24 10 09	SS 04 30 07 05
SS 04 39 07 05	SS 04 41 04 09	SS 04 42 09 07	SS 04 44 07 05
SS 04 45 07 05	SS 04 47 04 09	SS 04 69 09 07	SS 04 70 03 00
SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05	SS 40 26 06 11
SS 40 34 03 00	SS 40 60 10 12	SS 40 93 07 05	SS 41 12 12 07
SS 41 51 10 09	SS 41 62 06 11	SS 41 63 06 11	IH 10 01 09 86
SS 05 47 09 01	SS 50 57 04 05	SS 09 01 10 08	SS 12 12 03 92
SS 12 15 03 00	SS 50 19 03 12	IH 99 40 04 09	IH 99 41 04 09
SS 04 46 10 08	SS 38 25 12 07	SS 83 76 03 12	
IH 12 00 11 85	WAIVER OF SUBROGATION		
IH 12 00 11 85	CONTRACTORS EQUIPMENT SCHEDULE		



Spectrum Supplemental Schedule of Auditable Coverages

This schedule reflects only those locations that have classes and/or coverages that are subject to audit.

Policy Number: 12 SBA IU0381

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

LOC/BLDG NO: 001/001 TERR: 019
 LOCATION: 283 VETERAND BLVD
 CARLSTADT NJ 07072

CLASSIFICATION CODE NUMBER 43731
 DESCRIPTION:
 Fruit Drinks, Soda, Carbonated Water Mfg. - Glass

COVERAGE DESCRIPTION: PREMISES/OPERATIONS COVERAGE
 REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
 RATING BASIS: SALES PER 1000
 EXPOSURE: 3,213,675
 FINAL RATE: 0.330
 ADVANCE PREMIUM: \$1,059.00

COVERAGE DESCRIPTION: PRODUCTS/COMPLETED OPERATIONS COVERAGE
 REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
 RATING BASIS: SALES PER 1000
 EXPOSURE: 3,213,675
 FINAL RATE: 0.908
 ADVANCE PREMIUM: \$2,919.00

 TOTAL ADVANCE PREMIUM \$3,978.00 DOES NOT INCLUDE TERRORISM OR
 FOR AUDITABLE COVERAGES ANY APPLICABLE STATE SURCHARGES OR FEES OR
 MINIMUM PREMIUMS



SUPER STRETCH FOR FOOD PROCESSORS SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch for Food Processors Coverage form SS 04 69 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 69 to determine the scope of your insurance protection.

The Limits of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Blanket Coverage Limit of Insurance: \$250,000
Blanket Coverages
Accounts Receivable- On/Off Premises
Computers and Media
Debris Removal
Personal Property of Others
Temperature Change
Valuable Papers and Records- On/Off Premises

Coverage	Limit
Brands and Labels	Up to Business Personal Property Limit
Claims Expense	\$ 10,000
Computer Fraud	\$ 5,000
Contract Penalties	\$ 1,000
Employee Dishonesty (including ERISA)	\$ 25,000
Fine Arts	\$ 25,000
Forgery	\$ 25,000
Laptop Computers- Worldwide Coverage	\$ 10,000
Off Premises Service – Direct Damage	\$ 25,000
Outdoor Signs	Full Value
Pairs and Sets	Up to Business Personal Property Limit
Product Contamination	\$ 10,000
Product Recall	\$ 15,000/\$ 25,000
Property at Other Premises	\$ 25,000
Refrigeration Breakdown Expense – Vehicles You Own or Lease	\$ 10,000
Salespersons' Samples	\$ 50,000
Sewer and Drain Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$50,000
Tenants Building and Business Personal Property Coverage- Required by Lease	\$ 20,000
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 5,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 25,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 50,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 50,000
Business Income Extension for Web Sites	\$ 50,000/7 days
Business Income from Dependent Properties	\$ 50,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	90 Days

The following changes apply only if the Special Property Coverage Form applies to this policy. The Limits of Insurance for the following Additional Coverages are a replacement of the limit of insurance provided under the Special Property Coverage form:

Coverage	Limit
Precious Metal Theft Payment Changes	\$ 25,000
Theft of Patterns, Dies, Molds and Forms	Up to Business Personal Property Limit

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included

COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY**DECLARATIONS
and
COMMON POLICY CONDITIONS****I. DECLARATIONS**

Named Insured and Mailing Address

Policy Period

Description and Business Location

Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS**Beginning on Page**

A. Cancellation	1
B. Changes	1
C. Concealment, Misrepresentation Or Fraud	2
D. Examination Of Your Books And Records	2
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F. Insurance Under Two Or More Coverages	2
G. Liberalization	2
H. Other Insurance - Property Coverage	2
I. Premiums	2
J. Transfer Of Rights Of Recovery Against Others To Us	2
K. Transfer Of Your Rights And Duties Under This Policy	3
L. Premium Audit	3

COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
- b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 - 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

COMMON POLICY CONDITIONS**C. Concealment, Misrepresentation Or Fraud**

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount

due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

- a. Someone insured by this insurance;
- b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
- c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is

appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

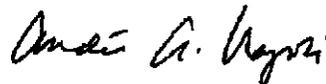
L. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Terence Shields, Secretary



André A. Napoli, President



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL LOSS SUSTAINED BUSINESS INCOME & EXTRA EXPENSE - SPECIFIED LIMIT COVERAGE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of the policy apply to the coverage stated in this endorsement, except as indicated below.

A. Provision A.4.g. Business Income in the Standard Property Coverage Form and provision **A.5.o. Business Income** in the Special Property Coverage Form are deleted and replaced by the following:

Business Income

- (1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", caused by or resulting from a Covered Cause of Loss.
- (2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:
 - (a) The portion of the building which you rent, lease or occupy; and
 - (b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".
- (3) We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or physical

damage. This Additional Coverage is subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

- (4) Business Income means the:
 - (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or physical damage had occurred; and
 - (b) Continuing normal operating expenses incurred, including payroll.
- (5) With respect to the coverage provided in this Additional Coverage, suspension means:
 - (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss if coverage for Business Income applies to the policy.

B. Provision A.4.h. Extra Expense in the Standard Property Coverage Form and provision **A.5.p. Extra Expense** in the Special Property Coverage Form are deleted and replaced by the following:

Extra Expense

- (1) We will pay reasonable and necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".

(3) Extra Expense means expense incurred:

- (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the "scheduled premises"; or
 - (ii) At replacement premises or at temporary locations, including:
 - (aa) Relocation expenses; and
 - (bb) Cost to equip and operate the replacement or temporary location, other than those costs necessary to repair or to replace damaged stock and equipment.
- (b) To minimize the suspension of business if you cannot continue "operations".
- (c) To:
 - (i) Repair or replace any property; or
 - (ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage, Extra Expense, or Additional Coverage – Business Income.

We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or physical damage. This Additional Coverage is included in and subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

(4) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; or
- (b) That part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss if coverage for Extra Expense applies to the policy.

(5) Limitation

This Extra Expense Coverage does not apply to:

- (a) Any deficiencies in insuring building or business personal property; or
- (b) Any expense related to any recall of products you manufacture, handle or distribute.

C. Provision A.4.j. **Extended Business Income** in the Standard Property Coverage Form and provision A.5.r. **Extended Business Income** in the Special Property Coverage Form are deleted and replaced by the following:

Extended Business Income

(1) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during that period that:

(a) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

(b) Ends on the earlier of:

(i) The date you could restore your "operations" with reasonable speed, to the condition that would have existed if no direct physical loss or physical damage occurred; or

(ii) 30 consecutive days after the date determined in (1)(a) above.

Loss of Business Income must be caused by direct physical loss or physical damage at the "scheduled premises" caused by or resulting from a Covered Cause of Loss.

This Additional Coverage is included in and subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

(2) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; and

(b) That a part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING LIMIT- AUTOMATIC INCREASE REVISION

This endorsement modifies insurance provided under the following:

**SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. Paragraph C.5 Building Limit-Automatic Increase of the SPECIAL PROPERTY COVERAGE FORM or STANDARD PROPERTY COVERAGE FORM is deleted.

B. The following is added to Additional Coverages, paragraph A.5 of the SPECIAL PROPERTY COVERAGE FORM or paragraph A.4. of the STANDARD PROPERTY COVERAGE FORM:

Building Limit - Automatic Increase

a. If the covered loss or damage to Building property at a "scheduled premises" exceeds the Limit of Insurance stated in the Declarations, the Limit of Insurance available for the covered loss or damage in that occurrence will automatically increase by up to 8%.

b. The amount of increase will be:

(1) The Limit of Insurance for Buildings that applied on the most recent of the policy inception date, policy anniversary date, or the date of any other policy change amending the Building limit, multiplied by

(2) The 8% annualized percentage of Automatic Increase, expressed as a decimal

(08), multiplied by

(3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance for Buildings, divided by 365.

Example:

The applicable Limit of Insurance for Buildings is \$100,000. The automatic increase percentage is 8%. The number of days since the beginning of the policy period (or last policy change) is 146.

The amount of increase is:

$\$100,000 \times .08 \times 146 \text{ divided by } 365 = \$3,200$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
UMBRELLA LIABILITY PROVISIONS**

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 85% of that portion of insured losses attributable to "certified acts of terrorism" that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses under the federal Terrorism Risk Insurance Act, as amended ("TRIA") exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability for Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and

3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a Program Year (January 1 through December 31), and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

3GE0312



POLICY NUMBER: 12 SBA IU0381

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

ASSOC WHOLESALERS INC & WHITE ROSE
INC; POB 257 REF 59 DJC418

PORTLAND

MI 48875

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001

Process Date: 11/20/12

Expiration Date: 01/05/14

TRADE SECRET/COMMERCIALLY SENSITIVE- OUTSIDE COUNSEL EYES ONLY

POLICY NUMBER: 12 SBA IU0381

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

CONTRACTORS EQUIPMENT SCHEDULE

CONTRACTORS EQUIPMENT SCHEDULE		TOTAL VALUE \$13500
ITEM	DESCRIPTION OF ITEM	VALUE
(1)	2000 TOYOTA 3-WHEEL ELECTRIC FORKLIFT TRUCK 5FBE18 SERIAL# 32438	\$10,000
(2)	1993 TOYOTA 3-WHEEL ELECTRIC FORKLIFT TRUCK YALE MPB040ACN24C274 SERIAL# N563646	\$ 3,500



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

3GE0315



Named Insured: 3RD GENERATION ENTERPRISES CO.

Policy Number: 12 SBA IU0381

Effective Date: 01/05/13

Expiration Date: 01/05/14

Company Name: CBS COVERAGE GROUP INC/PHS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

EXHIBIT 28

3GE0316



November 19, 2012

3rd Generation Enterprises Co.
283 Veterans Blvd Suite B
Carlstadt, NJ 07072

Re: Date of Loss: 10/29/2012
Claim Number: CP0010973287
CCPS Number:

Dear 3rd Generation Enterprises Co.:

I am writing you concerning the claim that you currently have with The Hartford. The above referenced claim has recently been reassigned to me for further handling. I currently have access to all documents that The Hartford has on file concerning your claim.

So that I may better serve you, please reference my name and your claim number CP0010973287 on any future correspondence. Should you need to contact me by telephone, you may call me at (866) 951-2566 x6306928748.

Sincerely,

Tom Wiedt
General Adjuster
(866) 951-2566 x6306928748

Writing Company Name: Sentinel Insurance Company

Handling ID:
LTR5937465
TWx

Large Loss Organization
P. O. Box 14271
Lexington, KY 40512-9907
Toll-Free (866) 951 2566
Fax (667) 814 3164

TRADE SECRET/COMMERCIALY SENSITIVE- OUTSIDE COUNSEL EYES ONLY

IA Bill Dunn
3GE0317

Insured: 3RD GENERATION ENTERPRISES CO.
Property Address: 283 Veterand Blvd, CARLSTADT, NJ 07072
Mailing Address: 283 Veterand Blvd, CARLSTADT, NJ 07072
Insured Tel. No.: (201) 528-7274

Policy No.: 3258A100381
Date of Loss: 10/29/2012
Catastrophe No.: 90
Adj. File No.: CAT0421349X
Loss Amount: \$275,014.00

Referral Date: _____ Date Insured Contacted: 11/1/2012 Date Loss Inspected: 11/6/2012

Activity Report

Activity Log Due: Completed: 11/1/2012

Description: Received Claim for processing

Hours: 0.5 Expense Amount: \$0.00 Expense Code: _____

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Received Claim via electronic download from RJMW on 11/1/12.

Activity Contact Due: Completed: 11/1/2012

Description: Contact made with Insured

Hours: 0.2 Expense Amount: \$0.00 Expense Code: _____

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Called the Insured, made introduction, answered Insured's questions and made loss inspection appointment for 11/6/12 at approximately 10:30 am local time.

Activity Inspection/Scope Due: Completed: 11/6/2012

Description: Risk/Loss inspection and scope

Hours: 2.9 Expense Amount: \$0.00 Expense Code: _____

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Went to risk and met with insured to view damages. Met with insured. She showed me her electric clock that stopped at 6:08 PM the night before the levee broke. The electricity was off for about 12-14 hours before the levee breached. I photographed the sump pump which did not keep up with the rains due to the power failure. There are three power plants that were damaged prior to the breach.

The flood waters reached a depth of about 12 inches on the interior. The water damaged the carpet, drywall and paneling in the 1,200 square foot office and damaged the cases of soda in the 9,000 square foot warehouse.

The office/warehouse is leased space. The insured is responsible for tenant improvements. The insured does not have a separate Flood Policy. There was wind damage to the Electrical entrance panel on the left front corner of the building. The cover had blown during the storm exposing the wiring to the elements. There were no leaks in the roof.

The insured's electric clock in the office stopped at 6:08 pm.

BPP Flood Damage

Computers/desks/supplies \$11,000.00
Product \$264,00.00

The \$200,000.00 + inventory turns over every 30-45 days. The unit costs were supplied verbally by the insured. The hard copy invoices were destroyed. The unit costs are believed to be very accurate. The count on the soda will need to be

confirmed by invoices obtained from the insured's suppliers. The soda count could be a little high. The actual amount can be verified upon review of receipts. The list and pricing for the office furniture/equipment is accurate.

30E0018

Activity Price Quotes Due: Completed: 11/12/2012

Description: Supplier price quotes

Hours: 1.3 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Internet search for pricing. See attached PDF's.

Activity Diagrams Due: Completed: 11/12/2012

Description: Diagrams

Hours: 0.5 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Draw diagrams in Sketch

Activity Photo Due: Completed: 11/12/2012

Description: Photo Documentation

Hours: 0.4 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Prepared photo documentation report for file, providing fully descriptive captions for each photo.

Activity Final Report Due: Completed: 11/13/2012

Description: Final Report

Hours: 1.0 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Prepare final report. We have made no commitment to coverage. We are not any recommendations. The rough inventory is to give you an idea of the amount of damage.

Total Hours: 6.80 Total Expenses: 0.00 Total Miles: 0.00

Marlèn L.Bracho

From: Rose Boucher <rboucher@cbsinsurance.com>
Sent: Wednesday, November 21, 2012 2:29 PM
To: Marlèn L.Bracho
Subject: FW: 3rd generation _Hartford Claim # CP0010973287

Rose Boucher | Licensed Insurance Broker Sr. Account Executive | Real Estate & Construction Division CBS Coverage Group, Inc.

Celebrating 65 Years of Excellence Since 1947

111 Express Street | Plainview | NY 11803

direct: 516.394.7574 | fax: 516.938.7511 rboucher@cbsinsurance.com | www.cbsinsurance.com

The GREATEST compliment I can receive is a REFERRAL from my customers and friends!

Please visit our website at www.cbsinsurance.com to request policy changes, Certificates of Insurance and quotes.

Now available on the CBS Website! Links to the NY State ONLINE Defensive Driving Course and Xpress-Pay, our NEW credit card processing site.

-----Original Message-----

From: Crystal Williams
Sent: Wednesday, November 21, 2012 10:50 AM
To: thirdgenerationt@aol.com
Subject: 3rd generation _Hartford Claim # CP0010973287

Mr. Bracho,

Your claim has been reassigned to The Hartford Large Property Loss unit. The new claims adjusters contact information is listed below:

Claim Adjuster: Tom Wiedt
Phone: 866-951-2566 x6306928748
Fax: 866-326-5992
Email: tom.wiedt@thehartford.com

You can contact him directly to get an update on the status of your claim.

Crystal

Crystal M. Williams | Licensed Insurance Broker Manager | Sr. Account Executive Commercial Business Division CBS Coverage Group, Inc.
Celebrating 65 Years of Excellence Since 1947

111 Express Street | Plainview | NY 11803

direct: 516.394.7536 | fax: 516.938.7511 cwilliams@cbsinsurance.com | www.cbsinsurance.com

The GREATEST compliment I can receive is a REFERRAL from my customers and friends!

Please visit our website at www.cbsinsurance.com to request policy changes, Certificates of Insurance and quotes.

Now available on the CBS Website! Links to the NY State ONLINE Defensive Driving Course and Xpress-Pay, our NEW credit card processing site.

-----Original Message-----

From: Marlen [<mailto:thirdgeneration@aol.com>]

Sent: Monday, November 19, 2012 6:23 PM

To: Rose Boucher

Subject: 3rd generation

Good alterno in Rose . Please advise as to what my next story should be my contact at the Hartford group is Hope Penner . I left her a message on Friday and today she said lat week that she had the claim and that she needed to get the claim approved because the sun was large.

Here is the claim and policy number is there anything that you can do to check on the claim ?

Claim #Cp0010973287

Policy 12sbaiu0381

Hope Penner

(800) 843-7006

230-7352 extension

Please advise

Marlen L Bracho

DISCLAIMER:

Please note that no coverage will be bound, altered or cancelled by e-mail. Any such request will only be effective once written confirmation is provided by a representative of our firm and/or the insurance company. Any claims reported by e-mail will only be considered officially reported once you receive written confirmation from either a representative of our firm and/or the insurance company.

This e-mail and its attachments are confidential and solely for the intended addressee(s). Do not share or use them without CBS's approval. If received in error, contact the sender and delete them.



Fax # 516-938-7511.

November 26, 2012

3rd Generation Enterprises Co.
C/O Marlen Bracho
283 Vetrand Blvd.
Carlstadt, NJ 07072

RE:

Loss: 283 Veterans Blvd. Carlstadt, NJ 07072
Date: Water Damage 10/29/12
Claim No: CP10973287
Policy No: 12 SBA IU381
Writing Company: Hartford Fire Insurance Company

Dear Marlen Bracho,

We have received your claim that involves water damage occurring on 10/29/2012 at the above loss address. The damages at this location were inspected by an Independent adjuster, Bill Dunn from Reid, Jones, McRorie & Williams Claim Service,

All indications are that the damages occurred from water from a failed levee which flooded the area that involved your rented building location and damaged Business Personal Property inside the building.

We will continue to investigate the cause of this loss and what coverage is afforded or not afforded under your policy. We may need additional information or clarification from you that we do have at this time.

Under Special Property Coverage Form SS00070705 the following may or may not apply to your loss.

A. COVERAGE

We will pay for direct physical loss of or physical damage to Covered Property at the premises described in the Declarations (also called "scheduled premises" in this policy) caused by or resulting from a Covered Cause of Loss.

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in Section B., EXCLUSIONS; or
- b. Limited in Paragraph A.4. Limitations; that follow.

B. EXCLUSIONS

f. Water

- (1) Flood, including the accumulation of surface water, waves, tides, tidal waves, overflow of streams or any other bodies of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mud flow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not;

Or

- (c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting physical loss or physical damage.

Under Super Stretch for Food Processors Form SS046900907 the following may or may not apply to your loss.

A.

10. Off-Premises Utility Services - Direct Damage

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to apply at and each "scheduled premises" to cover direct physical loss of or physical damage to Covered Property caused by or resulting from the interruption of utility services.

This additional coverage is subject to the provisions of Off-Premises Utility Services - Direct Damage, Form SS 40 18, with the exception of the Utility Services Limit of Insurance contained in that form. Off-Premises Utility Services - Direct Damage, Form SS 40 18 is made a part of this policy, whether or not Off-Premises Utility Services - Direct Damage is indicated in the Declarations.

18. Sewer and Drain Back Up

The following Additional Coverage is added:

We will pay for direct physical loss or physical damage to Covered Property at the "scheduled premises" solely caused by water that backs up from a sewer or drain.

This coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that back up from any sewer or drain when it is caused by any flood. This applies regardless the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not.

Please be advised that Hartford Fire Insurance Company expressly and fully reserves any and all of its rights and privileges under said policy of insurance. Further investigation is not to be considered or construed by you as any waiver, modification, or relinquishment of any of the terms, conditions, requirements, and limitations contained in the policy of insurance.

Finally, The Hartford Fire Insurance Company, by this letter and its investigation of this matter, does not intend to, nor does it waive, alter, invalidate, extend or otherwise offset or prejudice any of its rights under the afore mentioned insurance policy, and all of its rights are specifically reserved. The Hartford specifically reserves the right to exercise any of the terms, conditions, limitations or exclusions of the subject policy which now exists or may later become apparent.

Also, please understand that this reservation of rights now exercised on behalf of The Hartford does not waive any of your rights under the captioned policy.

If you have any questions please feel free to contact us at the below telephone number.

Sincerely,

Tom Wiedt

Thomas J. Wiedt
General Adjuster
The Hartford Fire Insurance Company
P. O Box 45281
Westlake, OH 44145
Telephone No. 1-440-899-7654



December 4, 2012

3rd Generation Enterprises Co.
C/O Marlen Bracho
283 Veterans Blvd. Ste. B
Carlstadt, NJ 07072

SENT Via Certified Mail

RE: Insured: 3rd Generation Enterprises Co.
Loss: 283 Veterans Blvd. Carlstadt, NJ 07072
Date: Water Damage 10/29/12
Claim No: CP10973287
Policy No: 12 SBA IU0381
Writing Company: Sentinel Insurance Company

Dear Marlen Bracho,

We have received your claim that involves water damage occurring on 10/29/2012 at the above loss address.

Please be advised that we have now completed our investigation and The Sentinel Insurance Company must undertake the position to disclaim coverage for the loss as submitted.

We retained hydrologist, Doctor Roger Ruggles, who inspected the property on November 26, 2012. Attached please find a copy of his report dated December 1, 2012. The storm of October 29 – 30, 2012 in the area of your building did not produce significant rainfall but winds from the storm and the normal tidal cycle caused the water surface elevation of the ocean to increase to an elevation approximately 12.0 as measured at the USGS tidal gauging station (USGS) gage number 01392650). This water surface elevation caused the high water elevation on the exterior of the loss site to approximately 16.5 inches above the finished floor elevation of the loss site. Gaps around the doorways into the building allowed water to flow into the building resulting is approximately 11.5 inches of water above the finished floor elevation inside the building.

The data shows that the flood waters levels encountered inside the loss site were the result of an increased ocean water surface elevation caused by tropical storm Sandy. The flood inundation map prepared by the USGS and shown in figure 2 of his report shows that the loss site was inundated by the storm surge of Sandy. The maximum ocean level was calculated to be at an elevation of approximately 11.4 feet at the loss site.

The policy includes form Special Property Coverage Form SS00070705. For your convenience we cite the following policy language from that form to support our position. On page 1, 16 and 17 of this form it states,

A. COVERAGE

We will pay for direct physical loss of or physical damage to Covered Property at the premises described in the Declarations (also called "scheduled premises" in this policy) caused by or resulting from a Covered Cause of Loss.

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in Section B., EXCLUSIONS; or
- b. Limited in Paragraph A.4. Limitations; that follow.

B. EXCLUSIONS

f. Water

- (1) Flood, including the accumulation of surface water, waves, tides, tidal waves, overflow of streams

- Or any other bodies of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mud flow;
 - (3) Water that backs up from a sewer or drain; or
 - (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls. Floors or paved surfaces;
 - (b) Basements, whether paved or not; Or
 - (c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting physical loss or physical damage.

Under Super Stretch for Food Processors Form SS046900907 the following may or may not apply to your loss.

18. Sewer and Drain Back Up

The following Additional Coverage is added:

We will pay for direct physical loss or physical damage to Covered Property at the "scheduled premises" solely caused by water that backs up from a sewer or drain. This coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that back up from any sewer or drain when it is caused by any flood. This applies regardless the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not.

As outlined above your location, 283 Veterans Blvd. Carlstadt, New Jersey was damaged by the storm surge associated with Super Storm Sandy, which is a form of flooding. Unfortunately, flooding is not covered by your policy. The declination of your claim is based on all of the facts available to us at this time. If you have any further information that may alter our decision, we will be happy to consider it if presented.

This letter should not be construed as, a limitation or restriction on the applicability of different provisions in the policy, or on The Sentinel Insurance Company ability to rely on or enforce any provision in the policy. Sentinel Insurance Company specifically reserves the right to rely on and enforce every provision in the policy, including without limitation provisions that have not been specifically referred to in this letter or in prior communications.

Should you wish to take this matter up with the New York State Insurance Department, you may file with the Department either on its website at www.ins.state.ny.us/complhow.htm or you may write or visit the Consumer Services Bureau, New York State Insurance Department, at: 25 Beaver Street, New York, NY 10004, One Commerce Plaza, Albany, NY 12257; 200 Old Country Road, Suite 340, Mineola, NY 11501; or Walter J. Mahoney Office Building. 65 Court Street, Buffalo, NY 14202.

(516)-474-8860 Plaza Manager Office.

Sincerely,

Thomas J. Wiedt
 General Adjuster
 The Hartford Fire Insurance Company
 P. O Box 45281
 Westlake, OH 44145
 Telephone No. 1-440-899-7654

cc: CBS COVERAGE GROUP INC.

Subject: FW: 3rd Generation Enterprises Claim No. CP10973287
Date: 12/10/2012 12:02:03 P.M. Eastern Standard Time
From: awaldman@cbsinsurance.com
To: thirdgeneration@aol.com

Below please find the correspondence.

Thank you,

*1st Email
Since my email*

**Arnold M. Waldman, CPCU | Senior Vice-President
CBS Coverage Group, Inc.**

Celebrating 65 Years of Excellence Since 1947

111 Express Street | Plainview | NY 11803
direct: 516.394.7505 | fax: 516.938.7511
awaldman@cbsinsurance.com | www.cbsinsurance.com

From: Arnie Waldman
Sent: Friday, December 07, 2012 2:44 PM
To: 'Wiedt, Thomas J (Claim)'
Cc: Rose Boucher
Subject: RE: 3rd Generation Enterprises Claim No. CP10973287

*FROM
CBS Coverage
↑*

Mr. Wiedt,

I read with interest the engineer's report. I did not see any reference to the failure of the sump pumps; whether or not if they were operational if they could have reduced the flow of the water. The direct cause of the damage to the sump pumps was the destruction of the electrical box outside the building due to the wind.

We would appreciate a re-consideration of this claim.

Thank you and have a nice weekend.

**Arnold M. Waldman, CPCU | Senior Vice-President
CBS Coverage Group, Inc.**

Celebrating 65 Years of Excellence Since 1947

111 Express Street | Plainview | NY 11803
direct: 516.394.7505 | fax: 516.938.7511
awaldman@cbsinsurance.com | www.cbsinsurance.com

From: Wiedt, Thomas J (Claim) [<mailto:Thomas.Wiedt@thehartford.com>]
Sent: Wednesday, December 05, 2012 12:52 PM
To: Arnie Waldman
Subject: FW: 3rd Generation Enterprises Claim No. CP10973287

3

3

See the below e-mail sent to the insured with attachments for reference's.

Regards,

Tom Wiedt (Wheat)

General Adjuster
Hartford Insurance Company
P. O. Box 45281
Westlake, OH 44145
Direct Tel. 1-440-899-7654
Fax 1-866-326-5992

From: Wiedt, Thomas J (Claim)
Sent: Wednesday, December 05, 2012 12:34 PM
To: marlen@toppopsoda.com
Subject: 3rd Generation Enterprises Claim No. CP10973287

Marlen,
In follow up to our conversation this morning, please find attached our letter dated 12/4/12, RWR Engineering Report Dated Dec. 1, 2012 and file notes from Independent Adjuster, Bill Dunn for your reference. We will also mail you a copy of this information by certified mail for your reference also.

My manager's e-mail address is wiliam.ashton2@thehartford.com

<<3rd Generation Enterprise Co Denail Letter 12 4 12.pdf>> <<3rd Generation RWR Engineering Dr. Ruggles Report 12-2-12 (2).pdf>> <<3rd Generation Enterprise Activity Note from IA Bill Dunn Scan0001.tif>>

Thank you.

Regards,

Tom Wiedt (Wheat)
General Adjuster
Hartford Insurance Company
P. O. Box 45281
Westlake, OH 44145
Direct Tel. 1-440-899-7654
Fax 1-866-326-5992

Writing Company: Sentinel Insurance Company.

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copying, disclosure, dissemination or distribution is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this communication and destroy all copies.

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Please note that no coverage will be bound, altered or cancelled by e-mail. Any such request will only be effective once written confirmation is provided by a representative of our firm and/or the insurance company. Any claims reported by e-mail will only be considered officially reported once you receive written confirmation from either a representative of our firm and/or the insurance company.

This e-mail and its attachments are confidential and solely for the intended addressee(s). Do not share or use them without CBS's approval. If received in error, contact the sender and delete them.

Marlen L.Bracho

To: rboucher@cbsinsurance.com; tom.wiedt@thehartford.com; cwilliams@cbsinsurance.com; william.ashton2@thehartford.com
Cc: billdunnrmw@aol.com; Dad (Mayito513@aol.com); Mario Lugones Jr. (mario@toppopsoda.com); <chinha1230@aol.com>
Subject: Claim #CP10973287 policy #12SBAU381

Good Afternoon ,

I am one of the representatives of 3d generation Enterprises. This week I received a call and a copy of a certified letter attached with the notes from both Adjustors that our claim was denied. I would like to know from both my broker and from the insurance company what will be the next steps that I have to take to appeal this situation aside from contacting New York State Insurance Department & The Consumer Services Bureau .

I know and will prove if need be that the cause of this is not flooding but as you mentioned in your letter dated November 26, 2012

The Super stretch for food Processors SS0469 applies here ...

Particularly the clause that states the interruption of Power & the Sump Pump Overflow & Failure Clause .

As well as the following :

Limited Fungi, Bacteria, or Virus plus loss of Income which SS4093 \$50,000

Vehicles Leased \$10,000

Sump Pump Overflow & Sump Pump Failure \$50,000

Business Personal Property \$500,000

Business Income Extension for Off Premise \$50,000.

I have also been informed that in the location where my business stands I am below the normal levels of the water . How can CBS brokerage or The Hartford Group have Sold 3rd generation Enterprises, Corp. a Policy if there was a possibility that there could be water damages in my city and I was not aware of the situation or given the right to refuse addition flood insurance if this was the case ?

I have taken the time to mention just a few clauses that are applicable in my policy now . I highly recommend that we come to a settlement on this issue and quickly because my company is not going to take this as a loss. My contact information is listed below and urge that someone from both companies get back to me immediately via email only . All questions and responses should be Written out. Both your companies have no idea the substantial loss that has really occurred to my business and my family and although neither of your companies caused Hurricane Sandy it is your obligation to provide me with necessary coverage to fight Hurricanes and other disasters that could occur. Hence Why I pay for Insurance. Waiting for a reply.

MARLEN L.BRACHO

3rd Generation Enterprises Co.,Corp.

283 Veterans Blvd.

Carlstadt,NJ 07072

Office 201-528-7274

Fax 201-528-7280

Please "Like" us on Facebook

<http://www.facebook.com/TopPopSoda>

Visit our website

<http://www.Toppopsoda.com/>



Marlen L.Bracho

From: Arnie Waldman <awaldman@cbsinsurance.com>
Sent: Wednesday, December 12, 2012 12:05 PM
To: Marlen L.Bracho ; tom.wiedt@thehartford.com; Rose Boucher; Crystal Williams; william.ashton2@thehartford.com
Cc: Mario Lugones Jr.; Dad; chincha1230@aol.com
Subject: RE: Received & No Call or Email.

Importance: High

*Taylor
 K...
 30-468-6588
 Regional Sales
 Manager*

Marlen,

I apologize. Below please find the response from the insurance carrier:

We have asked our expert to review your comments. We will get back to you as soon as we can.

Regards,

Tom Wiedt (Wheat)
 General Adjuster
 Hartford Insurance Company
 P. O. Box 45281
 Westlake, OH 44145
 Direct Tel. 1-440-899-7654
 Fax 1-866-326-5992

The above is in response to my email regarding the sump pump failure due to the electrical box being destroyed. It should take a few more days to get the response.

Thank you,

Arnold M. Waldman, CPCU | Senior Vice-President
CBS Coverage Group, Inc.
Celebrating 65 Years of Excellence Since 1947
 111 Express Street | Plainview | NY 11803
 direct: 516.394.7505 | fax: 516.938.7511
awaldman@cbsinsurance.com | www.cbsinsurance.com

From: Marlen L.Bracho [<mailto:Marlen@toppopsoda.com>]
Sent: Wednesday, December 12, 2012 11:56 AM
To: tom.wiedt@thehartford.com; Rose Boucher; Crystal Williams; william.ashton2@thehartford.com; Arnie Waldman
Cc: Mario Lugones Jr.; Dad; chincha1230@aol.com
Subject: Received & No Call or Email.

Good Morning , it has now been 4 working business days since I have written to The Hartford Insurance Company & CBS Brokerage company . I have not had any response from the insurance company on how to follow up with an appeal. I need to know what the next steps will be and I really do not appreciate not hearing from anyone. Arnie from CBS has also asked a question in regards to the sump pump failure and electrical unit failure and I have not seen

acknowledgement or response for either of those questions. As common courtesy you should get back to your brokers & policy holders within a decent time frame. I hope to hear from someone soon...

MARLEN L.BRACHO

3rd Generation Enterprises Co.,Corp.

283 Veterans Blvd.

Carlstadt,NJ 07072

Office 201-528-7274

Fax 201-528-7280

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<http://www.facebook.com/TopPopSoda>

Visit our website

<http://www.Toppopsoda.com/>



DISCLAIMER:

Please note that no coverage will be bound, altered or cancelled by e-mail. Any such request will only be effective once written confirmation is provided by a representative of our firm and/or the insurance company. Any claims reported by e-mail will only be considered officially reported once you receive written confirmation from either a representative of our firm and/or the insurance company.

This e-mail and its attachments are confidential and solely for the intended addressee(s). Do not share or use them without CBS's approval. If received in error, contact the sender and delete them.

EXHIBIT 29



December 4, 2012

3rd Generation Enterprises Co.
C/O Marlen Bracho
283 Veterans Blvd. Ste. B.
Carlstadt, NJ 07072

SENT Via Certified Mail

RE: Insured: 3rd Generation Enterprises Co.
Loss: 283 Veterans Blvd. Carlstadt, NJ 07072
Date: Water Damage 10/29/12
Claim No: CP10973287
Policy No: 12 SBA IU0381
Writing Company: Sentinel Insurance Company

Dear Marlen Bracho,

We have received your claim that involves water damage occurring on 10/29/2012 at the above loss address.

Please be advised that we have now completed our investigation and The Sentinel Insurance Company must undertake the position to disclaim coverage for the loss as submitted.

We retained hydrologist, Doctor Roger Ruggles, who inspected the property on November 26, 2012. Attached please find a copy of his report dated December 1, 2012. The storm of October 29 – 30, 2012 in the area of your building did not produce significant rainfall but winds from the storm and the normal tidal cycle caused the water surface elevation of the ocean to increase to an elevation approximately 12.0 as measured at the USGS tidal gauging station (USGS) gage number 01392650). This water surface elevation caused the high water elevation on the exterior of the loss site to approximately 16.5 inches above the finished floor elevation of the loss site. Gaps around the doorways into the building allowed water to flow into the building resulting is approximately 11.5 inches of water above the finished floor elevation inside the building.

The data shows that the flood waters levels encountered inside the loss site were the result of an increased ocean water surface elevation caused by tropical storm Sandy. The flood inundation map prepared by the USGS and shown in figure 2 of his report shows that the loss site was inundated by the storm surge of Sandy. The maximum ocean level was calculated to be at an elevation of approximately 11.4 feet at the loss site.

The policy includes form Special Property Coverage Form SS00070705. For your convenience we cite the following policy language from that form to support our position. On page 1, 16 and 17 of this form it states,

A. COVERAGE

We will pay for direct physical loss of or physical damage to Covered Property at the premises described in the Declarations (also called "scheduled premises" in this policy) caused by or resulting from a Covered Cause of Loss.

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in Section B., EXCLUSIONS; or
- b. Limited in Paragraph A.4. Limitations; that follow.

B. EXCLUSIONS

f. Water

- (1) Flood, including the accumulation of surface water, waves, tides, tidal waves, overflow of streams Or any other bodies of water, or their spray, all whether driven by wind or not;

- (2) Mudslide or mud flow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls. Floors or paved surfaces;
 - (b) Basements, whether paved or not; Or
 - (c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting physical loss or physical damage.

Under **Super Stretch for Food Processors Form SS046900907** the following may or may not apply to your loss.

18. Sewer and Drain Back Up

The following Additional Coverage is added:

We will pay for direct physical loss or physical damage to Covered Property at the "scheduled premises" solely caused by water that backs up from a sewer or drain. This coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that back up from any sewer or drain when it is caused by any flood. This applies regardless the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not.

As outlined above your location, 283 Veterans Blvd. Carlstadt, New Jersey was damaged by the storm surge associated with Super Storm Sandy, which is a form of flooding. Unfortunately, flooding is not covered by your policy. The declination of your claim is based on all of the facts available to us at this time. If you have any further information that may alter our decision, we will be happy to consider it if presented.

This letter should not be construed as, a limitation or restriction on the applicability of different provisions in the policy, or on The Sentinel Insurance Company ability to rely on or enforce any provision in the policy. Sentinel Insurance Company specifically reserves the right to rely on and enforce every provision in the policy, including without limitation provisions that have not been specifically referred to in this letter or in prior communications.

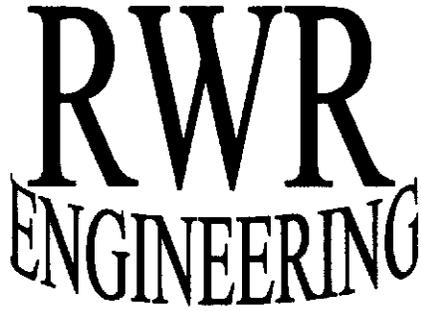
Should you wish to take this matter up with the New York State Insurance Department, you may file with the Department either on its website at www.ins.state.ny.us/complhow.htm or you may write or visit the Consumer Services Bureau, New York State Insurance Department, at: 25 Beaver Street, New York, NY 10004, One Commerce Plaza, Albany, NY 12257; 200 Old Country Road, Suite 340, Mineola, NY 11501; or Walter J. Mahoney Office Building, 65 Court Street, Buffalo, NY 14202.

Sincerely,

Tom Wiedt

Thomas J. Wiedt
General Adjuster
The Hartford Fire Insurance Company
P. O Box 45281
Westlake, OH 44145
Telephone No. 1-440-899-7654

cc: CBS COVERAGE GROUP INC.



- ✦ RIVERS
- ✦ WATER RESOURCES
- ✦ FORENSIC ENGINEERING
- ✦ HYDROLOGY AND HYDRAULICS

Engineering Report
Investigation of Claim CP10973287
3rd Generation Enterprises
283 Veterans Blvd.
Carlstadt, NJ 07072

Date of Loss: October 29, 2012

Date of Report: December 1, 2012
Date of Site Visit: November 26, 2012

Report Written By:

Roger Ruggles Ph.D., P.E.

Introduction

RWR Engineering was engaged by The Hartford to investigate and render an engineering opinion on a loss claim number (CP10973287) that occurred at 283 Veterans Blvd., Carlstadt, NJ (loss site) on or about October 29, 2012 (DOL). This report details an engineering study conducted to determine the cause of the loss at this site on or about the DOL. Figure 1 is a location map of the study area.

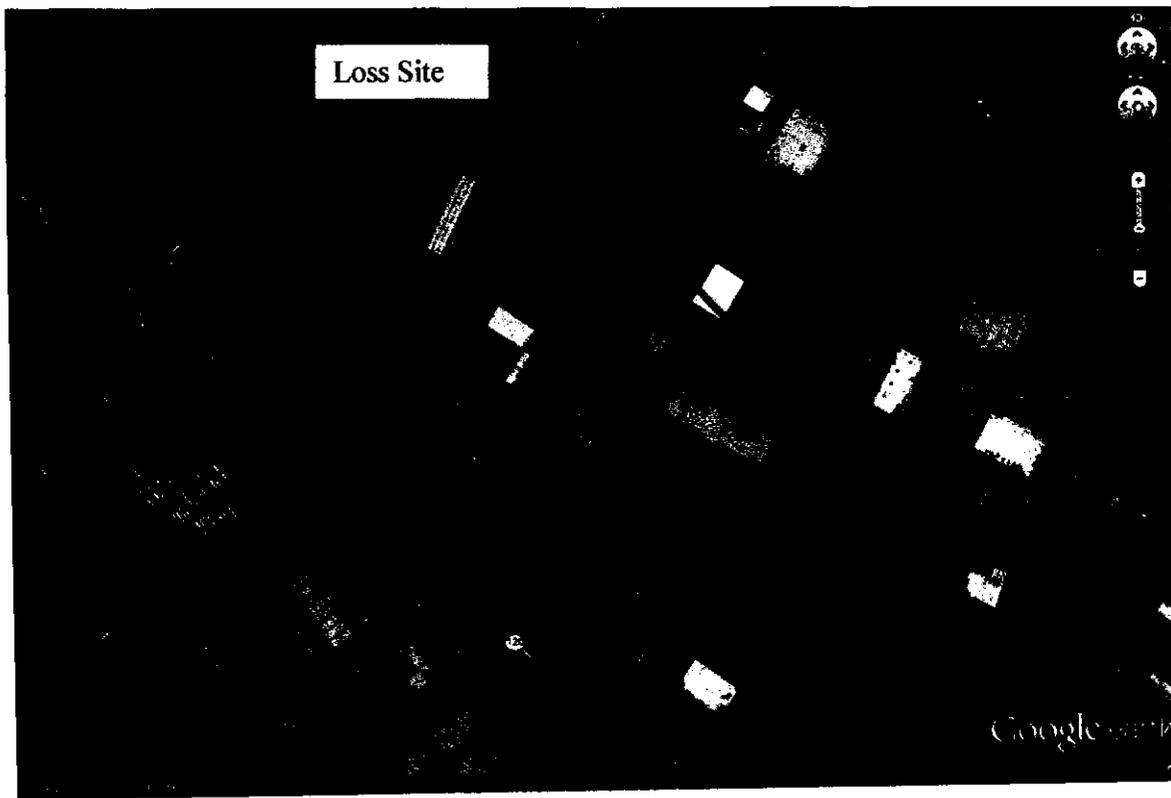


Figure 1: Location map of study area. (Map provided by Google Earth).

Hydrology During the Period Surrounding the Date of Loss

Tropical storm Sandy was the storm event that produced the weather conditions that were the driving factor in the investigated loss. Three weather stations were located in the vicinity of the loss site. These weather stations are located at Teterboro Airport, NJ, Woodridge, NJ and North Arlington, NJ. Distance and direction of each of these weather stations from the loss site are provided in Table 1.

Table 1: Weather stations located near loss site.

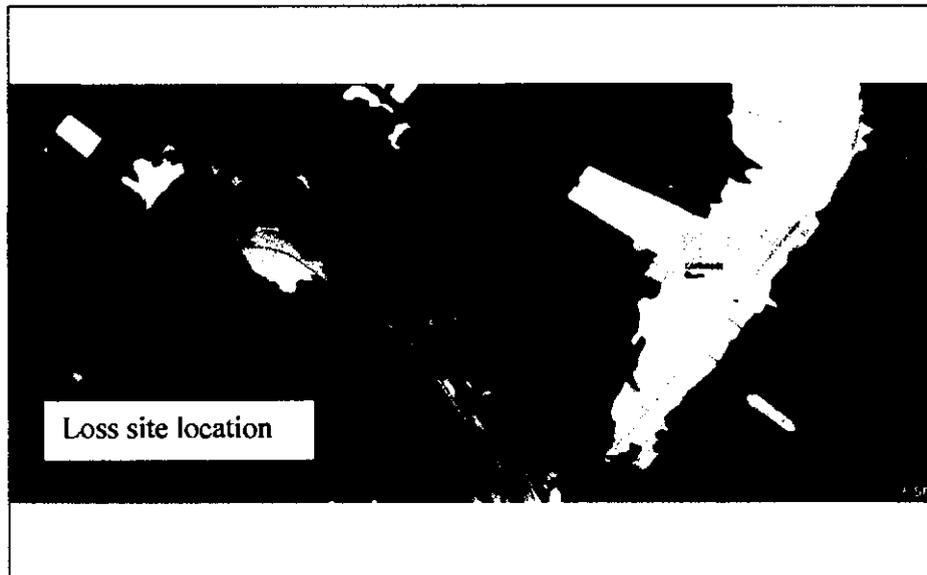
Location	Station ID	Distance from Loss Site (miles)	Direction from Loss Site to Weather Station	Rainfall (inches)	Max. Wind Gust (mph)
Teterboro Airport, NJ	KTEB	1.1	North	0.37	72
Woodridge, NJ	MCD858	1.6	North-West	0.44	49
North Abington, NJ	KNNORTH7	3.5	South-West	0.55	45

Note: Rainfall for each gage was recorded over approximately 24 hours during October 29, 2012.

United States Geological Survey (USGS) gauge number 01392650 located on the Passaic River at Newark, NJ recorded a maximum water surface elevation of 12 feet. This gauge is located approximately 8.2 miles south of the loss site. The inundation map developed by the USGS for the maximum water surface elevations as the result of tropical storm Sandy (Figure 2) shows the loss site location is within the inundation area.

Hurricane Sandy Storm Tide mapper (Provisional Data)

Hurricane Sandy Mapper



Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, MRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

Figure 2: United States Geological Survey map showing inundation areas as the result of tropical storm Sandy.

Site Visit

A site visit was conducted on November 26, 2012 by the author. During this visit both the interior and exterior of the loss site were inspected. Maximum water surface elevations were

observed on both the interior and exterior of the loss site. Photographs showing the interior and exterior high water marks are shown in Figures 3 and 4. The exterior high water mark is shown as approximately 16.5 inches above the finished floor elevation and the interior high water mark is shown as approximately 11.5 inches above the finished floor elevation. Interior high water marks are often slightly lower than exterior high water marks as the result of restricted flow paths around doors and the response time of the flow from the exterior to the interior of the building.

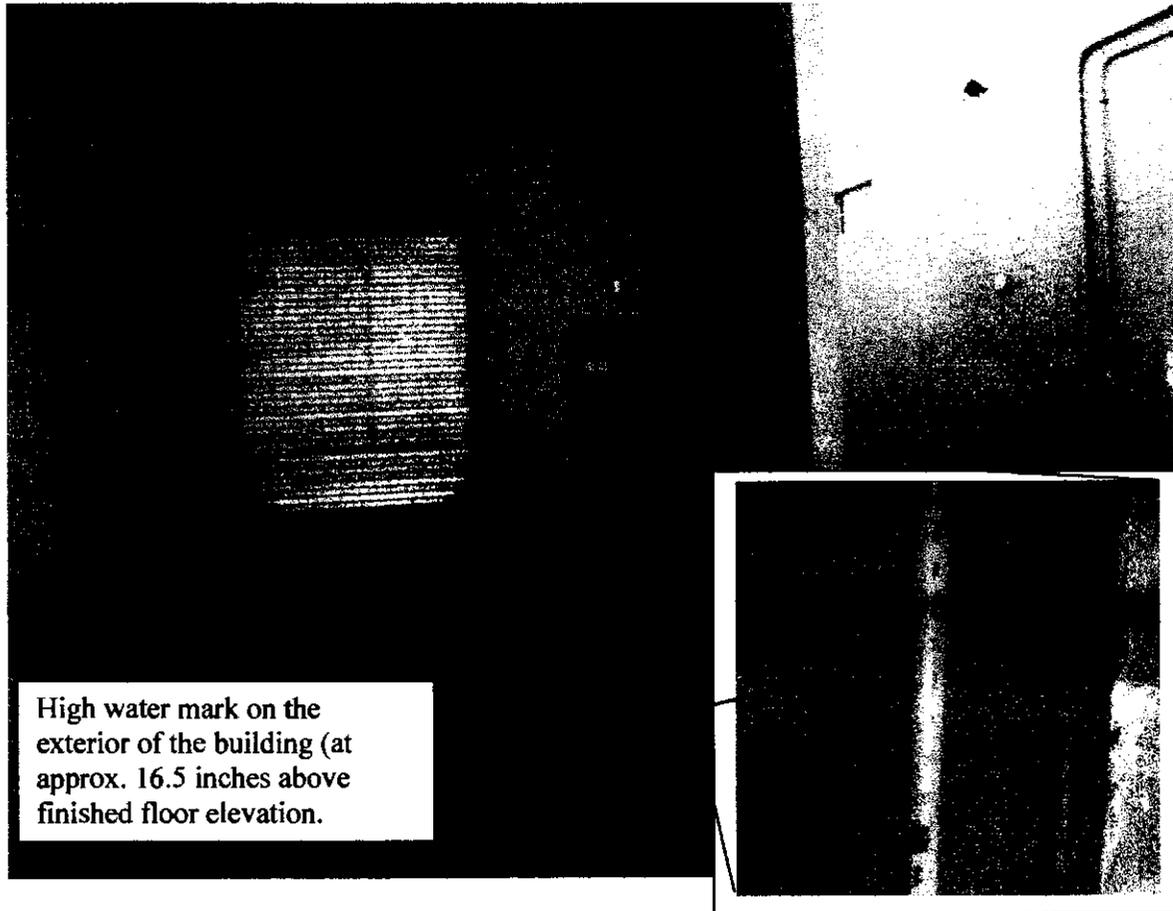


Figure 3: Exterior high water mark shown at approximately 16.5 inches above the finished floor elevation.

The entrance sidewalk at the loss site as shown on Google Earth has an elevation less than 10 feet above sea level. Using this elevation and the measured high water mark on the exterior of the building shown in Figure 3 indicates that the elevation of the high water mark is approximately 11.4 feet above sea level. This value is approximately equal to the measured maximum tidal elevation on the Passaic River of 12 feet.

Observations made during the site visit indicated that there were no significant damages due to wind gusts.

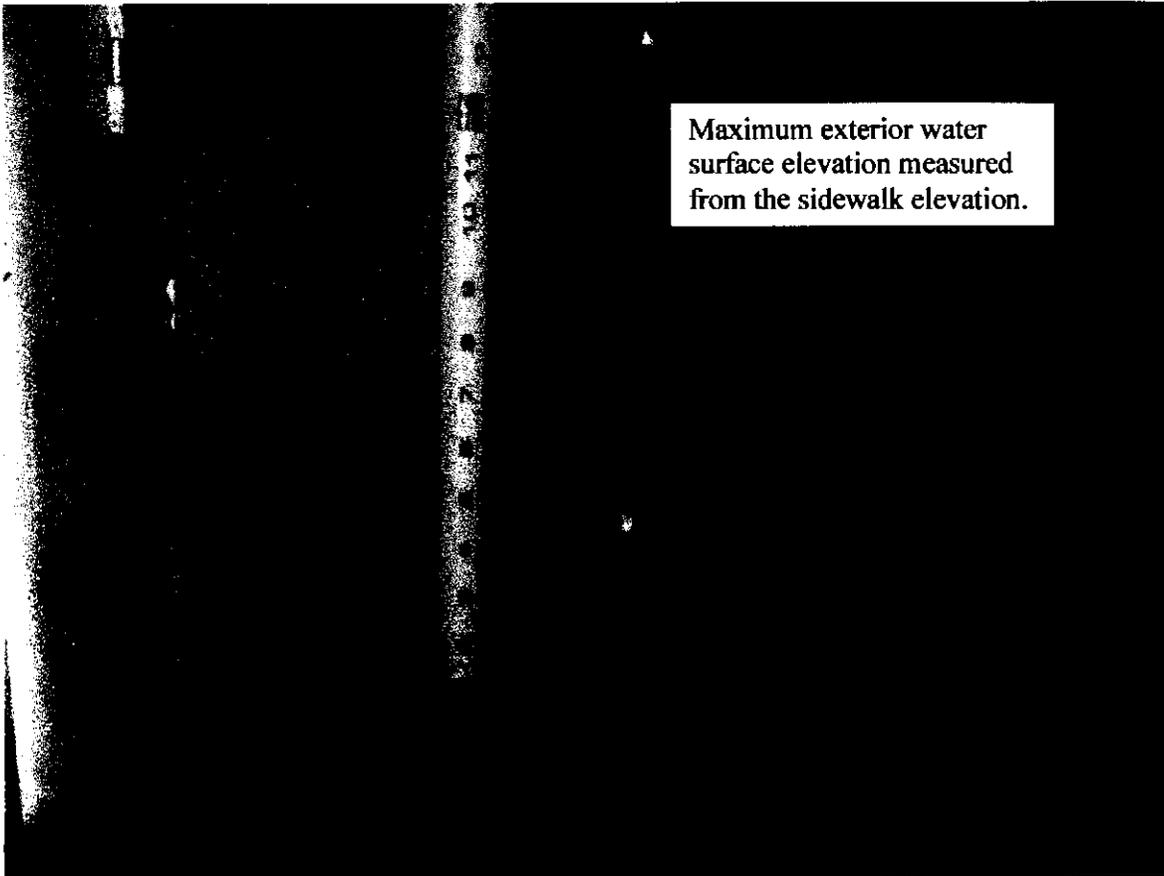


Figure 4: Interior high water mark shown at approximately 11.5 inches above the finished floor elevation.

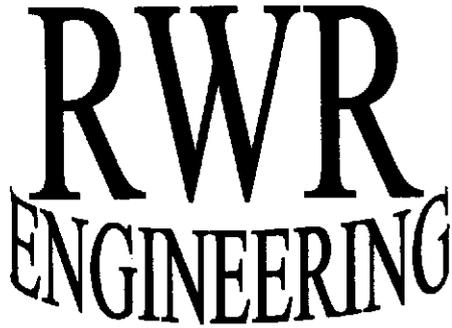
Conclusion

The storm of October 29 – 30, 2012 in the area around 283 Veterans Blvd., Carlstadt, NJ did not produce significant rainfall but winds from the storm and the normal tidal cycle caused the water surface elevation of the ocean to increase to an elevation of approximately 12.0 feet as measured at the USGS tidal gauging station (USGS gage number 01392650). This water surface elevation caused the high water elevation on the exterior of the loss site to rise to approximately 16.5 inches above the finished floor elevation of the loss site. Gaps around the doorways into the building allowed water to flow into the building resulting in approximately 11.5 inches of water above the finished floor elevation inside the building.

The data shows that the flood water levels encountered inside the loss site were the result of an increased ocean water surface elevation caused by tropical storm Sandy. The flood inundation map prepared by the USGS and shown in Figure 2 shows that the loss site was inundated by the storm surge of Sandy. The maximum ocean level was calculated to be at an elevation of approximately 11.4 feet at the loss site. The tidal gages indicate the ocean water levels were at

or above the finished floor elevation of the loss site from approximately 19:00 hours to 22:20 hours on October 29, 2012. During this period water infiltrated into the loss site building through gaps around doorways caused by high tide level on the exterior of the loss site and resulted in the water surface elevation on the interior of the building to rise to approximately 11.5 inches above the finished floor elevation. No significant damages due to the high winds associated with the storm were observed during the site visit.

This report is based upon information and data collected by the author to date and the results were obtained based on accepted engineering procedures. The conclusions in this report are given within a reasonable degree of engineering certainty.



- ✦ RIVERS
- ✦ WATER RESOURCES
- ✦ FORENSIC ENGINEERING
- ✦ HYDROLOGY AND HYDRAULICS

Engineering Report
Investigation of Claim CP10973287
3rd Generation Enterprises
283 Veterans Blvd.
Carlstadt, NJ 07072

Date of Loss: October 29, 2012

Date of Report: December 1, 2012
Date of Site Visit: November 26, 2012

Report Written By:

Roger Ruggles Ph.D., P.E.

Introduction

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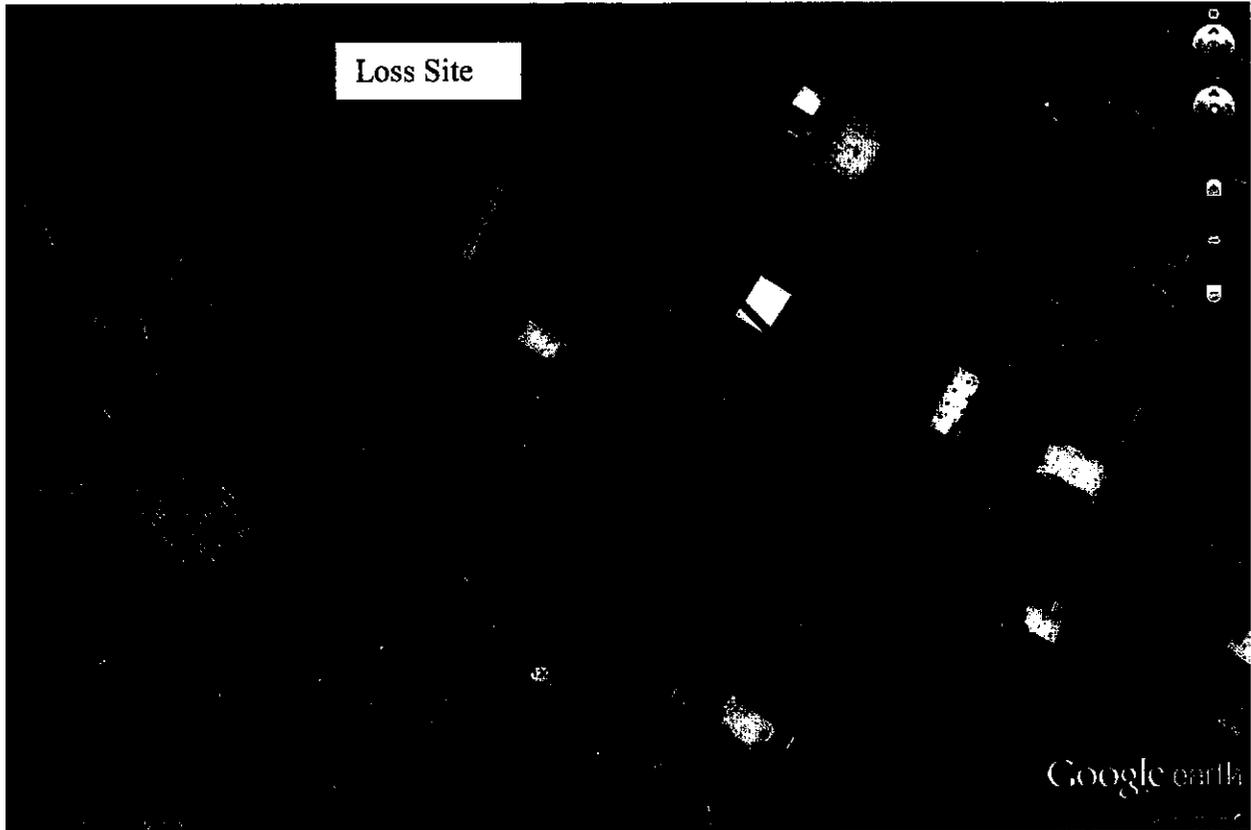


Figure 1: Location map of study area. (Map provided by Google Earth).

Hydrology During the Period Surrounding the Date of Loss

Tropical storm Sandy was the storm event that produced the weather conditions that were the driving factor in the investigated loss. Three weather stations were located in the vicinity of the loss site. These weather stations are located at Teterboro Airport, NJ, Woodridge, NJ and North Arlington, NJ. Distance and direction of each of these weather stations from the loss site are provided in Table 1.

Table 1: Weather stations located near loss site.

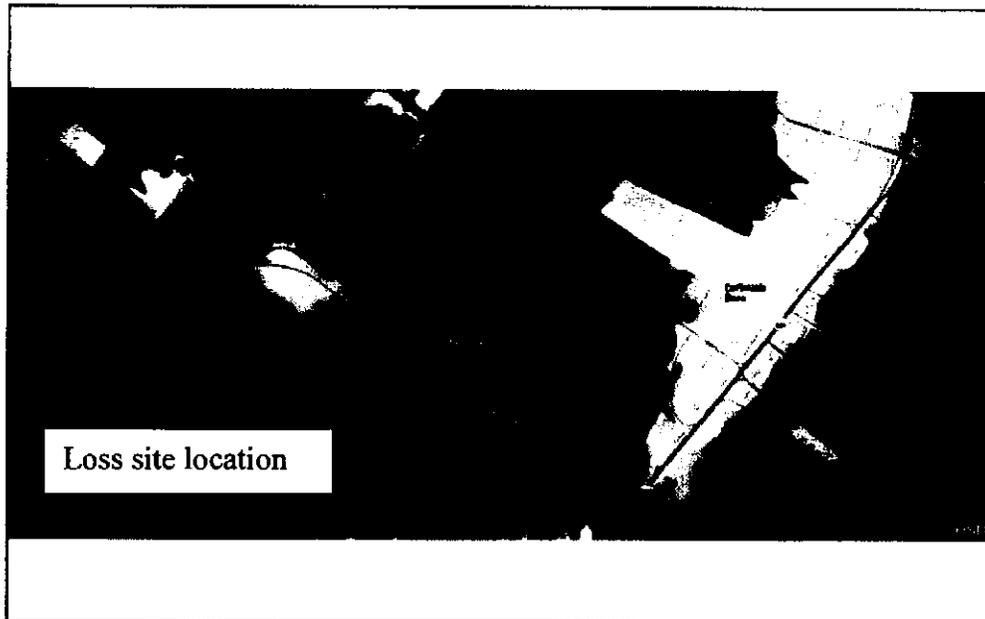
Teterboro Airport, NJ	KTEB	1.1	North	0.37	72
Woodridge, NJ	MC0858	1.6	North-West	0.44	49
North Abington, NJ	KNJNORTH7	3.5	South-West	0.55	45

Note: Rainfall for each gage was recorded over approximately 24 hours during October 29, 2012.

United States Geological Survey (USGS) gauge number 01392650 located on the Passaic River at Newark, NJ recorded a maximum water surface elevation of 12 feet. This gauge is located approximately 8.2 miles south of the loss site. The inundation map developed by the USGS for the maximum water surface elevations as the result of tropical storm Sandy (Figure 2) shows the loss site location is within the inundation area.

Hurricane Sandy Storm Tide mapper (Provisional Data)

Hurricane Sandy Mapper



Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

Figure 2: United States Geological Survey map showing inundation areas as the result of tropical storm Sandy.

Site Visit

A site visit was conducted on November 26, 2012 by the author. During this visit both the interior and exterior of the loss site were inspected. Maximum water surface elevations were

observed on both the interior and exterior of the loss site. Photographs showing the interior and exterior high water marks are shown in Figures 3 and 4. The exterior high water mark is shown as approximately 16.5 inches above the finished floor elevation and the interior high water mark is shown as approximately 11.5 inches above the finished floor elevation. Interior high water marks are often slightly lower than exterior high water marks as the result of restricted flow paths around doors and the response time of the flow from the exterior to the interior of the building.

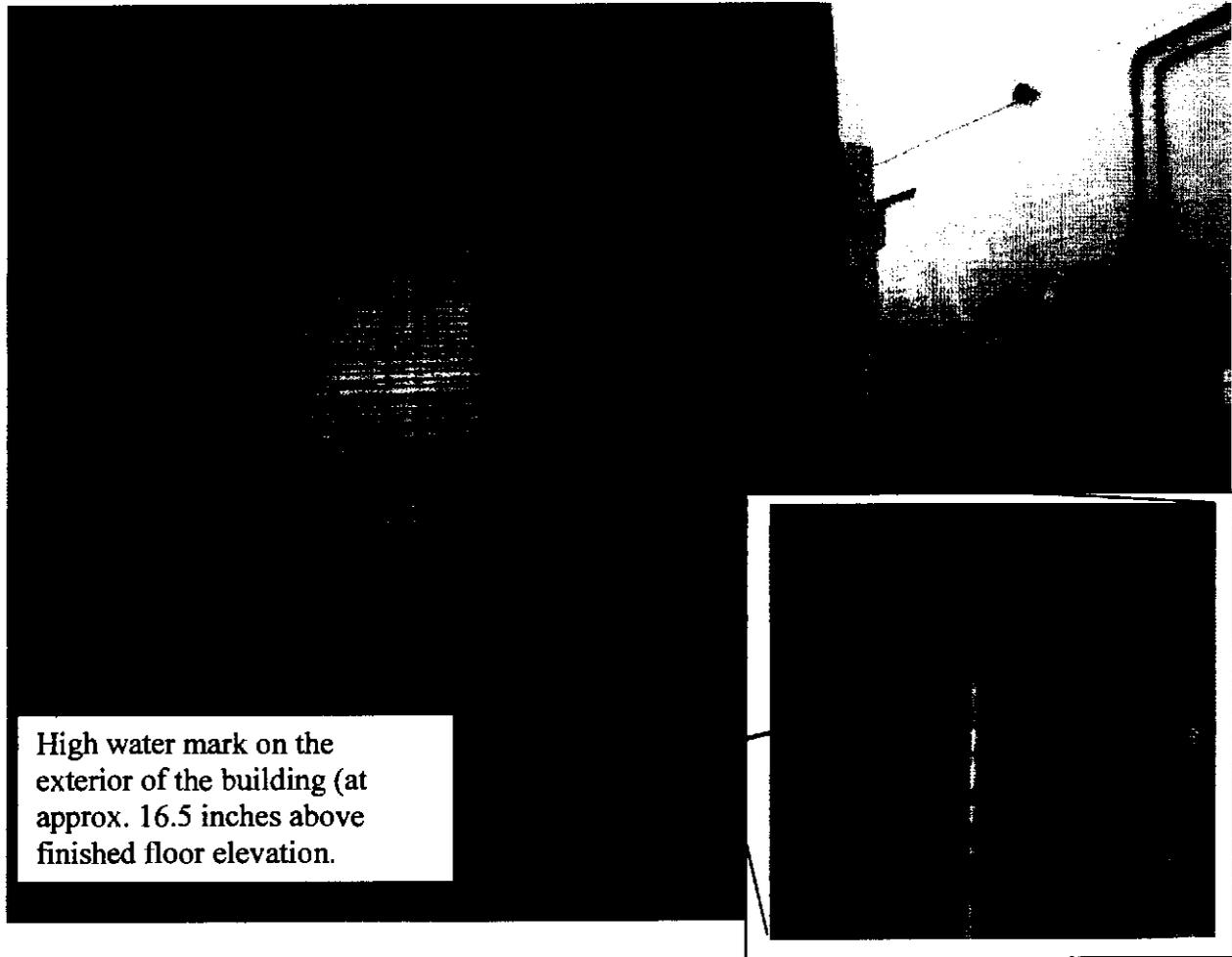


Figure 3: Exterior high water mark shown at approximately 16.5 inches above the finished floor elevation.

The entrance sidewalk at the loss site as shown on Google Earth has an elevation less than 10 feet above sea level. Using this elevation and the measured high water mark on the exterior of the building shown in Figure 3 indicates that the elevation of the high water mark is approximately 11.4 feet above sea level. This value is approximately equal to the measured maximum tidal elevation on the Passaic River of 12 feet.

Observations made during the site visit indicated that there were no significant damages due to wind gusts.

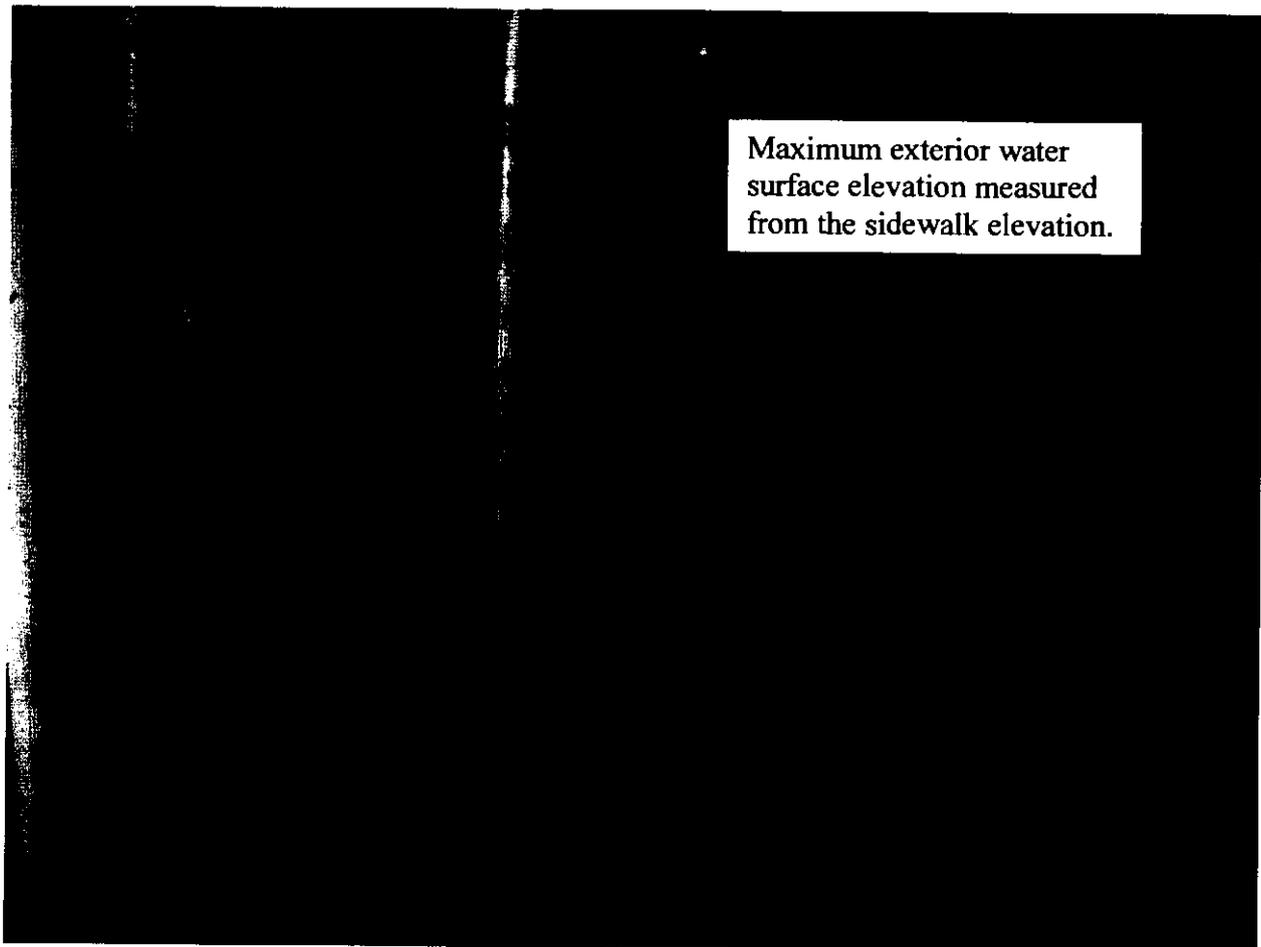


Figure 4: Interior high water mark shown at approximately 11.5 inches above the finished floor elevation.

Conclusion

The storm of October 29 – 30, 2012 in the area around 283 Veterans Blvd., Carlstadt, NJ did not produce significant rainfall but winds from the storm and the normal tidal cycle caused the water surface elevation of the ocean to increase to an elevation of approximately 12.0 feet as measured at the USGS tidal gauging station (USGS gage number 01392650). This water surface elevation caused the high water elevation on the exterior of the loss site to rise to approximately 16.5 inches above the finished floor elevation of the loss site. Gaps around the doorways into the building allowed water to flow into the building resulting in approximately 11.5 inches of water above the finished floor elevation inside the building.

The data shows that the flood water levels encountered inside the loss site were the result of an increased ocean water surface elevation caused by tropical storm Sandy. The flood inundation map prepared by the USGS and shown in Figure 2 shows that the loss site was inundated by the storm surge of Sandy. The maximum ocean level was calculated to be at an elevation of approximately 11.4 feet at the loss site. The tidal gages indicate the ocean water levels were at

or above the finished floor elevation of the loss site from approximately 19:00 hours to 22:20 hours on October 29, 2012. During this period water infiltrated into the loss site building through gaps around doorways caused by high tide level on the exterior of the loss site and resulted in the water surface elevation on the interior of the building to rise to approximately 11.5 inches above the finished floor elevation. No significant damages due to the high winds associated with the storm were observed during the site visit.

This report is based upon information and data collected by the author to date and the results were obtained based on accepted engineering procedures. The conclusions in this report are given within a reasonable degree of engineering certainty.

Insured: 3RD GENERATION ENTERPRISES CO.
Property Address: 283 Veteran Blvd, CARLSTADT, NJ 07072
Mailing Address: 283 Veteran Blvd, CARLSTADT, NJ 07072
Insured Tel. No.: (201) 528-7274

3GE0346
12SBAIU0381
Policy No.: 12SBAIU0381
Date of Loss: 10/29/2012
Catastrophe No.: 90
Adj. File No.: CAT0421349X
Loss Amount: \$275,014.00

Referral Date

Date Insured Contacted: 11/1/2012

Date Loss Inspected: 11/6/2012

Activity Report

Activity Log Due: Completed: 11/1/2012

Description: Received Claim for processing

Hours: 0.5 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Received Claim via electronic download from RJMW on 11/1/12.

Activity Contact Due: Completed: 11/1/2012

Description: Contact made with Insured

Hours: 0.2 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Called the insured, made introduction, answered insured's questions and made loss inspection appointment for 11/6/12 at approximately 10:30 am local time.

Activity Inspection/Scope Due: Completed: 11/6/2012

Description: Risk/Loss inspection and scope

Hours: 2.9 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: Mileage - No Charge Mileage - Prorated Paid By Employee

Went to risk and met with insured to view damages. Met with insured. She showed me her electric clock that stopped at 6:08 PM the night before the levee broke. The electricity was off for about 12-14 hours before the levee breached. I photographed the sump pump which did not keep up with the rains due to the power failure. There are three power plants that were damaged prior to the breach.

The flood waters reached a depth of about 12 inches on the interior. The water damaged the carpet, drywall and paneling in the 1,200 square foot office and damaged the cases of soda in the 9,000 square foot warehouse.

The office/warehouse is leased space. The insured is responsible for tenant improvements. The insured does not have a separate Flood Policy. There was wind damage to the Electrical entrance panel on the left front corner of the building. The cover had blown during the storm exposing the wiring to the elements. There were no leaks in the roof.

The insured's electric clock in the office stopped at 6:08 pm.

BPP Flood Damage

Computers/desks/supplies \$11,000.00
Product \$264,00.00

The \$200,000.00 + inventory turns over every 30-45 days. The unit costs were supplied verbally by the insured. The hard copy invoices were destroyed. The unit costs are believed to be very accurate. The count on the soda will need to be

11/17/2012

Page: 1

confirmed by invoices obtained from the insured's suppliers. The soda count could be a little high. The actual amount can be verified upon review of receipts. The list and pricing for the office furniture/equipment is accurate.

Activity Price Quotes Due: Completed: 11/12/2012

Description: Supplier price quotes

Hours: 1.3 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: [] Mileage - No Charge [] Mileage - Prorated [] Paid By Employee []

Internet search for pricing. See attached PDF's.

Activity Diagrams Due: Completed: 11/12/2012

Description: Diagrams

Hours: 0.5 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: [] Mileage - No Charge [] Mileage - Prorated [] Paid By Employee []

Draw diagrams in Sketch

Activity Photo Due: Completed: 11/12/2012

Description: Photo Documentation

Hours: 0.4 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: [] Mileage - No Charge [] Mileage - Prorated [] Paid By Employee []

Prepared photo documentation report for file, providing fully descriptive captions for each photo.

Activity Final Report Due: Completed: 11/13/2012

Description: Final Report

Hours: 1.0 Expense Amount: \$0.00 Expense Code:

Miles: 0.0 Personal Car: [] Mileage - No Charge [] Mileage - Prorated [] Paid By Employee []

Prepare final report. We have made no commitment to coverage. We are not any recommendations. The rough inventory is to give you an idea of the amount of damage.

Total Hours: 6.80 Total Expenses: 0.00 Total Miles: 0.00

Marlen L.Bracho

From: Arnie Waldman <awaldman@cbsinsurance.com>
Sent: Friday, December 28, 2012 3:08 PM
To: Marlen L.Bracho
Cc: Rose Boucher
Subject: FW: 3rd Generation CP10973287

Below please find the adjuster's response. Hopefully the wait will be worth it.

Best wishes for a happy and healthy New Year.

Thank you,

Arnold M. Waldman, CPCU | Senior Vice-President
CBS Coverage Group, Inc.

Celebrating 65 Years of Excellence Since 1947

111 Express Street | Plainview | NY 11803
 direct: 516.394.7505 | fax: 516.938.7511
awaldman@cbsinsurance.com | www.cbsinsurance.com

From: Wiedt, Thomas J (Claim) [mailto:Thomas.Wiedt@thehartford.com]
Sent: Friday, December 28, 2012 10:52 AM
To: Arnie Waldman
Subject: RE: 3rd Generation CP10973287

Thank you and a better one for you and your family.

I am sure Dr. Ruggles has been very busy with Sandy losses and is doing the best that he can under the circumstances. As mentioned before he has responded to us about sending a supplement report on this insured.

Thank you.

Regards,

Tom Wiedt (Wheat)
 General Adjuster
 Hartford Insurance Company
 P. O. Box 45281
 Westlake, OH 44145
 Direct Tel. 1-440-899-7654
 Fax 1-866-326-5992

Writing Company:

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From: Arnie Waldman [mailto:awaldman@cbsinsurance.com]
Sent: Thursday, December 27, 2012 12:31 PM
To: Wiedt, Thomas J (Claim)
Subject: RE: 3rd Generation

Thank you very much and have a happy and healthy New Year.

Arnold M. Waldman, CPCU | Senior Vice-President
CBS Coverage Group, Inc.

Celebrating 65 Years of Excellence Since 1947

111 Express Street | Plainview | NY 11803
direct: 516.394.7505 | fax: 516.938.7511
awaldman@cbsinsurance.com | www.cbsinsurance.com

From: Wiedt, Thomas J (Claim) [mailto:Thomas.Wiedt@thehartford.com]
Sent: Thursday, December 27, 2012 12:30 PM
To: Arnie Waldman
Subject: RE: 3rd Generation

I rec. a e-mail from Dr. Ruggles a few days ago that he is working on a supplemental report. I have not received it yet.

Regards,

Tom Wiedt (Wheat)
General Adjuster
Hartford Insurance Company
P. O. Box 45281
Westlake, OH 44145
Direct Tel. 1-440-899-7654
Fax 1-866-326-5992

Writing Company:

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From: Arnie Waldman [mailto:awaldman@cbsinsurance.com]
Sent: Wednesday, December 26, 2012 2:30 PM
To: Wiedt, Thomas J (Claim)
Cc: Rose Boucher
Subject: 3rd Generation

Happy holidays to you. Any update?

Thank you,

Arnold M. Waldman, CPCU | Senior Vice-President
CBS Coverage Group, Inc.
Celebrating 65 Years of Excellence Since 1947
111 Express Street | Plainview | NY 11803
direct: 516.394.7505 | fax: 516.938.7511
awaldman@cbsinsurance.com | www.cbsinsurance.com

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DISCLAIMER:
Please note that no coverage will be bound, altered or cancelled by e-mail. Any such request will only be effective once written confirmation is provided by a representative of our firm and/or the insurance company. Any claims reported by e-mail will only be considered officially reported once you receive written confirmation from either a representative of our firm and/or the insurance company.

This e-mail and its attachments are confidential and solely for the intended addressee(s). Do not share or use them without CBS's approval. If received in error, contact the sender and delete them.



January 7, 2013

3rd Generation Enterprises Co.
C/O Marlen Bracho
283 Vetrand Blvd.
Carlstadt, NJ 07072

SENT Via Certified Mail

RE: Insured: 3rd Generation Enterprises Co.
Loss: 283 Veterans Blvd. Carlstadt, NJ 07072
Date: Water Damage 10/29/12
Claim No: CP10973287
Policy No: 12 SBA IU0381
Writing Company: Sentinel Insurance Company

Dear Marlen Bracho,

The above captioned event was initially investigated and a denial was generated on December 4, 2012 advising you of our position. Since then you advised us of your belief that your flood loss was due to a power outage that shut down the sump pump located in the vicinity of the loading dock drain at the above scheduled location.

Upon receipt of this information we re-engaged Dr. Roger Ruggles specifically to review whether or not the sump pump failure caused the damages to your building. We are now in receipt of his report, which we have attached for your reference. Dr. Ruggles supplemental report dated January 4, 2013, confirms that the entire area where your building is located was inundated by flood waters due to the storm surge associated with storm Sandy. The loss of power to the sump pump doesn't change the fact that the water damage was caused by the flooding.

As such, our position that there is no coverage for your claimed damaged remains unchanged. The Sentinel Insurance Company must undertake the position to disclaim coverage for the loss as submitted.

The data as outlined within Dr. Ruggles report shows that the flood waters levels encountered inside the loss site were the result of an increased ocean water surface elevation caused by subtropical storm Sandy. The flood inundation map prepared by the USGS and shown in figure 2 of his report shows that the loss site was inundated by this storm surge.

The damage caused to your property was not caused solely by water that backed up from sewer or drain. The water was the result of general flooding caused by storm.

Please refer to the **Super Stretch for Food Processors Form [SS046900907]**, which states in part;

18. Sewer and Drain Back Up

The following Additional Coverage is added:

We will pay for direct physical loss or physical damage to Covered Property at the "scheduled premises" solely caused by water that backs up from a sewer or drain. This coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that back up from any sewer or drain when it is caused by any flood. This applies regardless the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not.

As outlined above your location, 283 Veterans Blvd. Carlstadt, New Jersey was damaged by the storm surge associated with storm Sandy, which is a form of flooding. Unfortunately, flooding is not covered by your policy. The declination of your claim is based on all of the facts available to us at this time. If you have any further information that may alter our decision, we will be happy to consider it if presented.

This letter should not be construed as, a limitation or restriction on the applicability of different provisions in the policy, or on The Sentinel Insurance Company ability to rely on or enforce any provision in the policy. Sentinel Insurance Company specifically reserves the right to rely on and enforce every provision in the policy, including without limitation provisions that have not been specifically referred to in this letter or in prior communications.

Please be advised that if you are dissatisfied with the decision reached by the Internal Appeals Panel, you may contact the New Jersey Office of the Insurance Claim Ombudsman at the following address:

Office of Insurance Claims Ombudsman
20 West State Street - 9th Floor
PO Box 472
Trenton, New Jersey 08625-0472
Telephone: (800) 446-7467 or 609-292-7272
Fax: (609) 292-2431
Webpage: <http://www.state.nj.us/dobi/ombuds.htm>
E-mail: Ombudsman@dobi.state.nj.us

Please be advised that your communication with the Office of Insurance Claims Ombudsman will not in any way extend either an applicable statute of limitation or a shortened suit clause either of which may require suit be brought to recover your claim within a specified period of time.

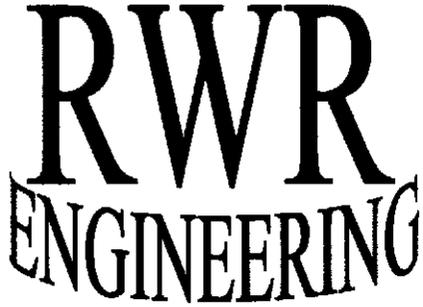
If you have any questions regarding this correspondence please contact the undersigned at the number noted below.

Sincerely,



Thomas J. Wiedt
General Adjuster
The Hartford Fire Insurance Company
P. O Box 45281
Westlake, OH 44145
Telephone No. 1-440-899-7654

cc: CBS COVERAGE GROUP INC.



- ✦ RIVERS
- ✦ WATER RESOURCES
- ✦ FORENSIC ENGINEERING
- ✦ HYDROLOGY AND HYDRAULICS

**Supplemental Engineering Report
Investigation of Claim CP10973287
3rd Generation Enterprises
283 Veterans Blvd.
Carlstadt, NJ**

Date of Loss: October 29, 2012

**Date of Report: January 4, 2013
Date of Site Visit: November 26, 2012**

Report Written By:

Roger Ruggles Ph.D., P.E.

Introduction

RWR Engineering was engaged by The Hartford to investigate and render an engineering opinion on a loss claim number (CP10973287) that occurred at 283 Veterans Blvd., Carlstadt, NJ (loss site) on or about October 29, 2012 (DOL). This report details supplemental information requested following the initial engineering report written on December 2, 2012 to address the issues of a sump pump on the loss site and power outage that occurred during and after the storm event. Figure 1 is a location map of the study area.

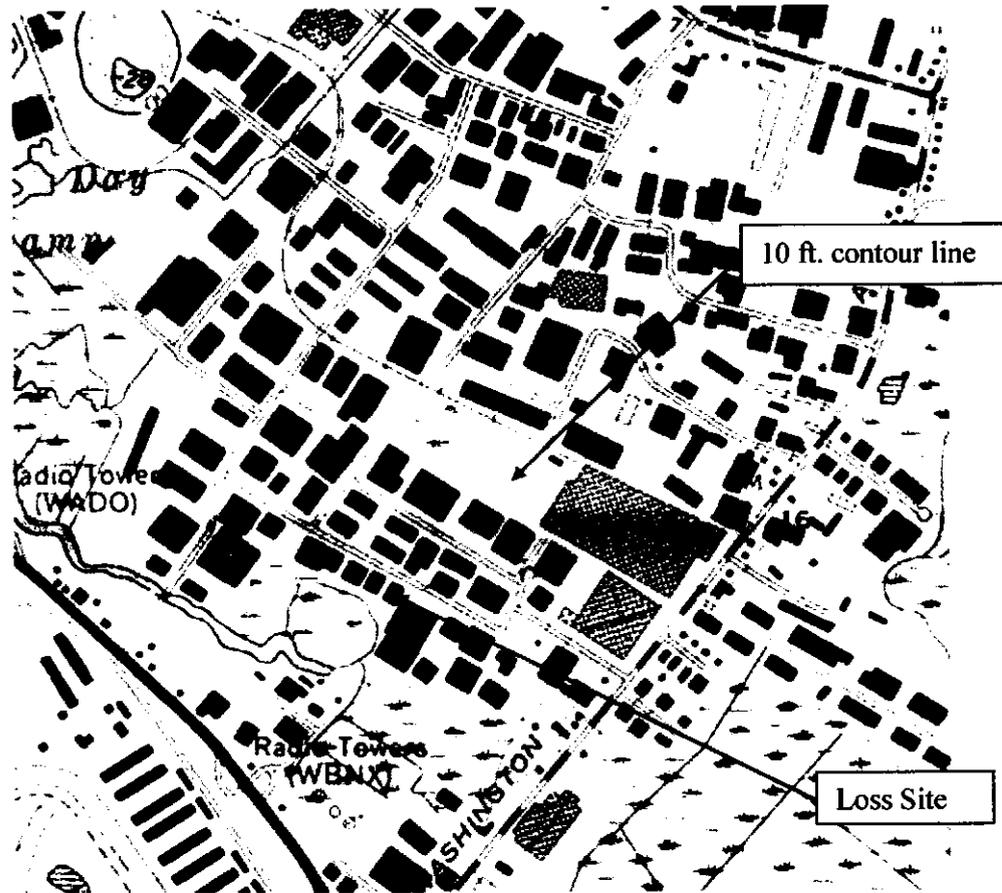


Figure 1: Location map of study area. (Map provided by the United States Geological Survey).

Documentation of the Tidal Surge Due to Tropical Storm Sandy

Tropical storm Sandy was the storm event that produced the weather conditions that were the driving factors in the investigated loss. As documented in an earlier engineering report (dated December 2, 2012) the area in the vicinity of 283 Veterans Blvd, Carlstadt was inundated as a result of the tidal surge from tropical storm Sandy. The United States Geological Survey (USGS) gage on the Passaic River (gage number 01392650) recorded a maximum water surface elevation of 12 feet. This gauge is located approximately 8.2 miles south of the loss site. A

flood inundation map was prepared for areas affected by the tidal surge from tropical storm Sandy and is available through the USGS web site at the following URL:

<http://54.243.149.253/home/webmap/viewer.html?webmap=c07fae08c20c4117bdb8e92e3239837e>

A portion of that map in the vicinity of the loss site is provided in Figure 2.

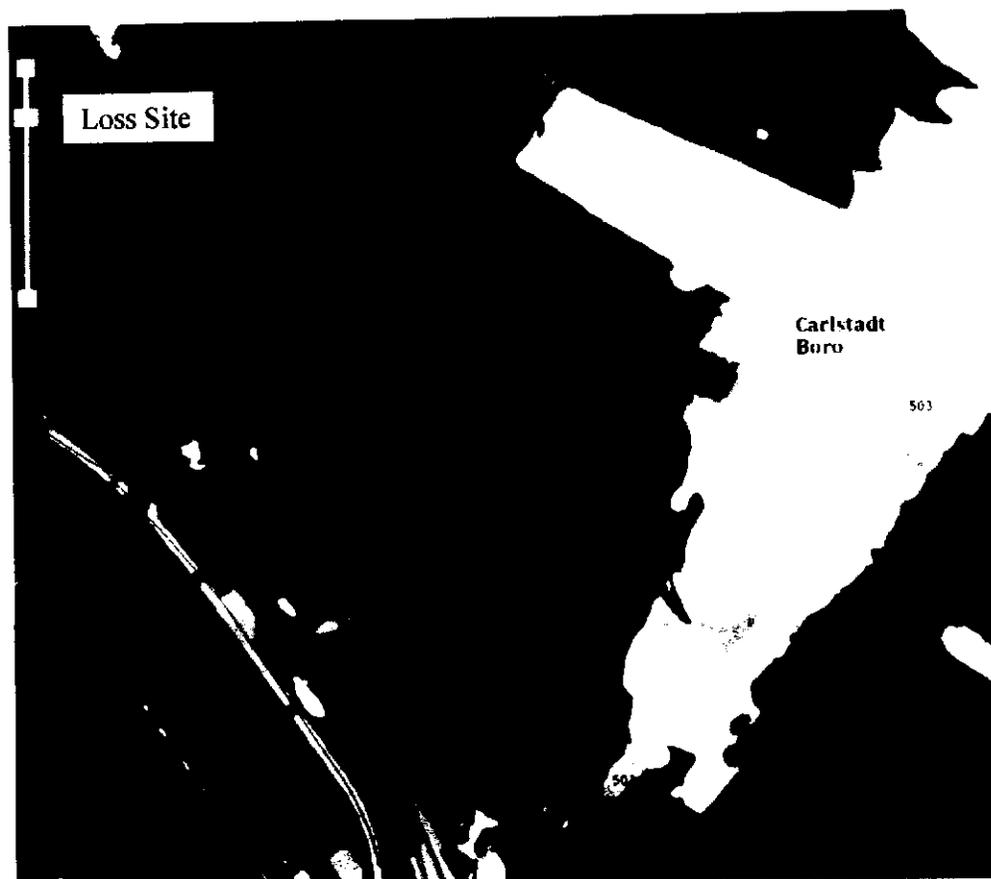


Figure 2: Flood inundation map in the vicinity of the loss site.

A topographic map of the vicinity around the loss site is provided as Figure 1. Within Figure 1 the 10 ft. contour line is identified. The loss site falls between the 10 ft. contour line and sea level which indicates that the loss site is at an elevation of between 0 and 10 feet in elevation.

The available data shows that the storm surge from tropical storm Sandy resulted in the water surface elevation in the loss site area to reach an elevation of approximately 12 feet as recorded at the USGS gaging station on the Passaic River. A tidal surge of this magnitude would have inundated the study site area as is verified in the flood inundation map shown in Figure 2. High water marks identified on the exterior of the loss site building (shown in Figure 3) indicate that the maximum high water level was approximately 16.5 inches above the finished floor elevation.

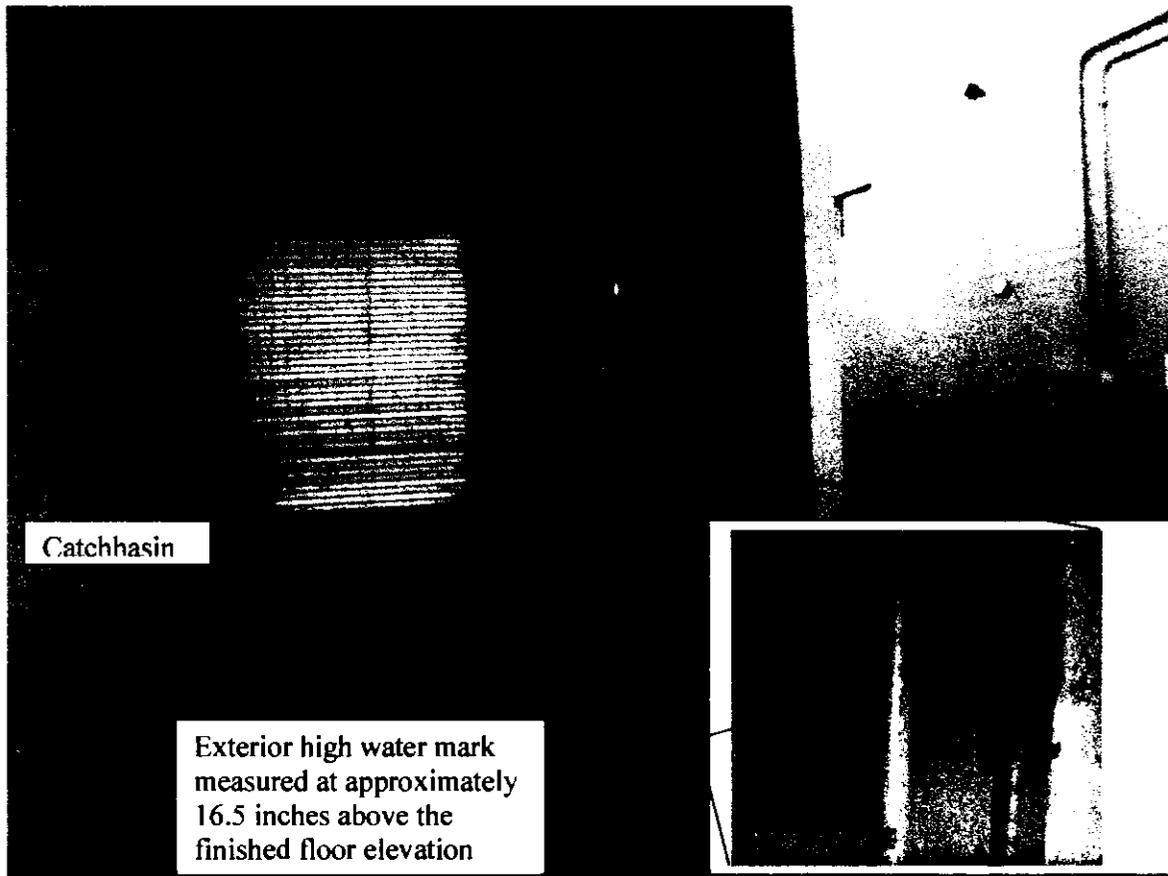


Figure 3: Location of the identified high water mark on the exterior of the loss site building.

Also observed during the site visit was the catchbasin located in the loading dock area shown in Figure 3. The insured indicated during the site visit that this catchbasin had a sump pump that pumped collected waters in the loading dock area to an outfall location. This outfall location may be a storm sewer, sanitary sewer or natural drainage outfall. This sump pump was the only sump pump identified at the loss site during the site visit. (The insured was asked about the location of any sump pumps and this was the only location identified.) In addition the entire interior of the building is constructed as a slab on grade. The grade in the area of the building construction appeared to have been raised so the slab is at an elevation somewhat greater than the surrounding ground surface. Figure 4 shows a photograph of the rear of the loss site building and the elevation of the entrance door (the finished floor elevation is at the entrance door elevation) is approximately 2 feet above the exterior ground surface elevation. Figure 6 is a photograph of the front of the loss site building that shows that the finished floor elevation is approximately one foot above the exterior ground surface elevation. With the entire finished floor elevation of the loss site being above the exterior ground surface and no level of the building below the identified finished floor elevation there would be no need for a sump pump within the loss site building. Therefore the identification of the sump pump in the loading dock area as the only sump pump at the loss site location by the insured is reasonable.



Figure 4: Rear of the loss site building showing the rear entrance door at an elevation of approximately 2 feet above the exterior ground surface elevation.

Impact of the Sump Pump in the Loading Dock Area on Flooding at the Loss Site

The sump pump in the loading dock area is intended to remove any water that gets collected in that area as a result of runoff from the driveway area of the loading dock. The elevation of the top of the catchbasin located at the low point in the loading dock driveway is approximately 3 feet below the finished floor elevation of the loss site building. As established from the photographs of the front and rear of the loss site building an elevation of 3 feet below the finished floor elevation is an elevation below surrounding ground surface elevations. Therefore any waters collecting in the area of the loading dock would not naturally drain from that location and would require a pump to move the collected water to an outfall location. This outfall location would be a storm sewer, a sanitary sewer or a natural outfall.

As the storm surge from tropical storm Sandy caused the flood waters around the loss site to rise to an elevation that resulted in the loading dock area of the loss site to become inundated the



Figure 5: Front of the loss site building shows the finished floor elevation approximately one foot above the ground surface elevation.

outfall location of the sump pump would have also been inundated. As the waters continued to raise both the water surface elevation at the sump pump and the outfall of the sump pump would have been approximately equal. This would then indicate that even if the sump pump would have continued to have power and would have been running throughout the flooding event it would have had no impact on the flooding inside the loss site. The pump would have been moving water from one point in an inundated area to another without impacting the water surface elevation at the loss site.

Conclusion

The sump pump in the loading dock area of the loss site had no impact to the maximum water surface elevation of the flood waters caused by the storm surge of tropical storm Sandy on October 29, 2012. This sump pump, identified as the only sump pump located at the loss site, pumps any waters received in the catchbasin located at the low point of the loading dock area to an outfall location. This outfall location is most likely the local storm sewer system (it could

possibly be the local sanitary sewer system or a natural outfall). Regardless of which of these three possible outfalls the sump pump discharges to, the flood waters of the storm surge would have inundated the outfall to approximately the same water surface elevation as the flood waters in the loading dock area. Therefore if one would consider the inundated area around the loss site as delineated in Figure 2 as a lake the sump pump would have been pumping water from one point in the lake to another. This action does not impact the water surface elevation of the lake or the elevation of the flood waters in the area of the loss site.

The loss of electrical power to the loss site and therefore to the sump pump would not have impacted the maximum water level experienced at the loss site. If the sump pump were running it would have been pumping water to the body of water that included the loading dock area, therefore the impact of having the sump pump running would have been the same as the impact of having the sump pump not running to flood level felt within the loss site building. The fact that there was an electrical power loss at the loss site resulting in the sump pump in the loading dock area to stop running had no impact on the maximum water surface elevation inside the loss site as the result of the storm surge associated with tropical storm Sandy.

This report is based upon information and data collected by the author to date and the results were obtained based on accepted engineering procedures. The conclusions in this report are given within a reasonable degree of engineering certainty.

EXHIBIT 30

From: IPOWER <noreply@ipower-inc.com>
Sent: Tuesday, February 17, 2015 6:38 AM
To: info@toppopsoda.com
Subject: drinkcityclub.com will be auto-renewed

Dear Marlen,

We will be initiating the renewal for your "drinkcityclub.com" domain on 2/22/2015.

Please be sure to check the status of the domain renewal by visiting Domain Central after 3/10/2015:

<http://members.ipower.com/controlpanel/domaincentral/3.0/index.bml>

(Remember, it can take up to 72 hours for a renewal to be processed.)

The renewal will be charged to the credit card we have on file for your account and will be processed when the renewal is initiated.

(If you have a domain credit available in your account, we will use that to renew your domain, and you will not be charged for the renewal.)

If you would prefer to handle the renewal yourself or renew for a period longer than a year, please ...

- Go to Domain Central:

<http://members.ipower.com/controlpanel/domaincentral/3.0/index.bml>

- Click on the link for your "drinkcityclub.com" domain name

- Click on the button to renew your domain

- Follow the instructions for purchasing a domain credit and completing your renewal.

Pricing information for domains purchased through IPOWER is available in DomainCentral:

<http://www.ipower.com/controlpanel/domaincentral/3.0/index.bml>

Important: To process the renewal yourself, you must initiate the renewal process or opt out of the Automated Domain Renewal system through Domain Central before 2/22/2015.

You can access Domain Central by visiting:

<http://www.ipower.com/controlpanel/domaincentral/3.0/index.bml>

If you have questions about your domain or the renewal process, please submit a request directly to our ticketing system via your Support Console:

<http://www.ipower.com/controlpanel/sconsole>

Wishing you continued success,
The IPOWER Team

s489.20DR(03.10.08)

From: IPOWER <noreply@ipower-inc.com>
Sent: Monday, February 23, 2015 9:11 AM
To: info@toppopsoda.com
Subject: drinkcityclub.com has been renewed

Dear Marlen,

Your "drinkcityclub.com" domain name has been successfully renewed!
The new expiration date for this domain is now 3/10/2016.

As a reminder, you can review the status of your domain name at any time by logging into DomainCentral:
<http://www.ipower.com/controlpanel/domaincentral/3.0/index.bml>

We wish you continued success. If you have any questions or concerns about your domain name or your hosting account, please let us know:
<http://www.ipower.com/support/contact.bml>

Sincerely,

The IPOWER Team

P.S. You can now add professional Gmail to your domain! Learn more:
<http://www.ipower.com/product/google-apps/index.bml?cid=2030>

825(10.03.14)

RECEIPT



14455 North Hayden Road
Suite 219
Scottsdale, AZ 85280
(480) 505-8877

Date:	1/5/2010 at 3:58 PM MST
Receipt #:	213707945
Customer #:	29774961

Bill To:	Payment Information:
Mario Lugones Jr. P.O. Box 1222 Englewood Cliffs, NJ, 07632 2014085219	Mario Lugones Jr. AMEX *****2038 PAID: \$35.85

Item	List Price	Purchase Price	ICANN Fee	Discount	Total Price
.NET Domain Name Registration - 5 Years (recurring) Term: 5 Name: CITYCLUBSODA.NET Item number: 12005-1 Quantity: 1	\$64.95	\$49.85	\$0.80	\$15.00	\$35.85
Subtotal:					\$35.85
Shipping:					-
Tax:					-
Total:					\$35.85

TRADE SECRET/COMMERCIALLY SENSITIVE- OUTSIDE COUNSEL EYES ONLY

EXHIBIT 31



sales

- [about us](#)
- [products](#)
- [sales](#)
- [distributor](#)
- [contact us](#)

Are you interested in purchasing our thirst quenching soda pops? Or want to receive product information? Fill out our customer inquiry form. You may also print the City Club Order Form and email to: mcm3rdgeneration@aol.com or fax directly to: **201.408.4596**

Name	<input type="text"/>
Email	<input type="text"/>
Phone Number	<input type="text"/>
Address	<input type="text"/>

Are you a business owner?

Yes ▾

What type of business do you own?

Supermarket ▾

Submit

[Download City Club Order Form](#)

[Download Credit Application](#)

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products

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12 OZ. Cans 20 OZ. Bottles 2 Liter Bottles 3 Liter Bottles

Cola	Black Cherry	Black cherry	Black cherry
Fruit Punch	Blue Pop	Cola	Cola
Ginger Ale	Cola	Ginger Ale	Golden Cola
Grape	Ginger Ale	Grape	Champagne
Orange	Grape	Fruit Punch	Fruit Punch
Pineapple	Fruit Punch	Orange	Lemon Lime
Root Beer	Lemon Lime	Pineapple	Orange
	Orange		Pineapple
	Peach		
	Pineapple		
	Strawberry		

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distributor

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- [products](#)
- [sales](#)
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- [contact us](#)

In 2005, [Anpesil Distributors, Inc.](#), Anpesil International Corp., Grand Wholesale, Inc. and Beverage Source 1, LLC (collectively known as "Anpesil LLC") were sold to an investment group led by Club Partners and certain members of the Pelaez family. [Beverage Source 1](#), is the distributor of our juice drinks, water, mixers and carbonated beverages.

Anpesil Distribution Services has dedicated customer service reps. Sending you exactly what you ordered and shipping the freshest product. They also pride themselves in delivering your order in a way that makes receiving it fast and easy and invoicing you the correct price.

They are regionally located with a 172,000 sq. ft. facility, was founded in 1970 by Mr. Antonio Pelaez Sr.. This allows them to buy in full truckloads and pass the savings on to you! Their warehouse management system also allows them to keep miss-ships to minimum. Anpesil's fleet is entirely company owned and operated.

Location

Beverage Source 1
2200 69th Street
North Bergen, NJ 07047
201 868 8550
201 868 8551



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contact us

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Contact

Marlen Lugones-Bracho
Executive Vice President
thirdgeneration@aol.com
646.523.6523

Mario Lugones Jr.
Regional Sales Vice President
ML3rdgeneration@aol.com
347.723.0862

Connie Ortiz
Executive Assistant
mcm3rdgeneration@aol.com
201.408.5219

Patrick Bracho
Regional Sales Representative
PB3rdgeneration@aol.com
201.835.7804

Ray Menne

Production Manager
RM3rdgeneration@aol.com
201.408.5219

General Inquiry
mcm3rdgeneration@aol.com

Company Address

3rd Generation Enterprises
P.O. Box 1222
Englewood Cliffs, NJ 07632
Ph: 201.408.5219
Fx: 201.408.4596

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about us

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Cott Beverage Incorporated acquired the brands City Club & Top Pop Soda brand in 2002 along, maintaining ownership for nearly 6 years. During that time, Third Generation Enterprises, a family owned and operated business located in the Bronx NY and distributed Top Pop throughout New York City's five boroughs. The Lugones family kept a close eye on the public's "thirst" for Top Pop's fun flavors, and watched its meteoric rise in brand awareness. After years of familiarity with Top Pop and it's New York City competitor City Club, 3G Enterprises opted to invest in and acquire the City Club & Top Pop Soda brands from Cott Bottling in 2008. Its distinct goal was to promote the brands to the next level through nationwide exposure. Over the last years the company has expanded Top Pop & City Club's distribution across the East Coast, Midwest and South, bringing the addictively delicious flavors that have delighted consumers for over two decades to new cities and states. Today, over 2 million cases of Top Pop & City Club Soda are purchased per year!

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EXHIBIT 34

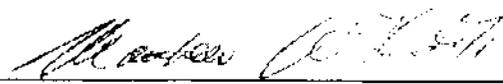
**OFFICER'S CERTIFICATE
OF
COTT BEVERAGES INC.**

The undersigned, being the Secretary of Cott Beverages Inc., a Georgia corporation d/b/a Cott Beverages USA ("Seller"), hereby certifies pursuant to that certain Asset Purchase Agreement dated June 4, 2008, by and among Seller, 3rd Generation Trucking Company, Inc., a New Jersey corporation and Mario Lugones (the "Purchase Agreement," all capitalized terms used but not otherwise defined in this certificate shall have the respective meanings ascribed to such terms in the Purchase Agreement) as follows:

1. The representations and warranties of Seller contained in the Purchase Agreement are true and correct in all material respects as of the Effective Date of the Purchase Agreement and as of the date hereof, as if made on and as of the date hereof.
2. Seller has duly performed in all material respects all of the obligations contained in the Purchase Agreement to be performed by Seller on or before the Closing Date.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 30th day of June, 2008.

Cott Beverages Inc.

By: 

Name: Matthew A. Kane, Jr.

Title: Vice-President, General Counsel, Secretary

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written.

CO-PACKER:

COTT BEVERAGES INC.,
a Georgia corporation,
d/b/a Cott Beverages USA

By: [Signature]
Name: RED BRY
Title: PRESIDENT

COTT BEVERAGES INC.,
a Georgia corporation,
d/b/a Cott Beverages USA

By: [Signature]
Name: JUAN R. FIGUEROA
Title: CFO

3G:

3rd GENERATION TRUCKING COMPANY, INC.
a New Jersey corporation

By: [Signature]
Name: Mario Lugo
Title: President

Approved as to legal form

[Signature]
Cott Legal Dept.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

LICENSOR:

COTT BEVERAGES, INC.,
a Georgia corporation,
d/b/a Cott Beverages USA

By: [Signature]
Name: RF DOBRY
Title: PRESIDENT, N.A.

COTT BEVERAGES, INC.,
a Georgia corporation,
d/b/a Cott Beverages USA

By: [Signature]
Name: JUAN R. FIGUEROA
Title: CEO

LICENSEE:

3rd GENERATION TRUCKING COMPANY, INC.,
a New Jersey corporation

By: [Signature]
Name: Mario Lugones
Title: President

Approved as to legal form

[Signature]
Cott Legal Dept.

EXHIBIT 37



ORB PRINTING

2 PAYSON AVENUE
NEW YORK, NY 10034

TEL: 212-567-0394 FAX: 212-569-2185

- CALENDARS
- PEN
- PENCILS
- MUGS • CAPS
- MAGNETS
- AND MORE ...

**S
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NAME: THIRD GENERATION INC.

ADDRESS: PO BOX 1222

CITY: ENGLEWOOD CLIFF ST: NJ ZIP: 07632

TEL: 201-528-7274

CONTACT: MARIO (347) 723-0862 / MARLEN (646) 523-6523

INVOICE

No. 34894

INVOICE DATE

03/07/12

SALESPERSON	PO NUMBER	DATE ORDERED	DELIVERY DATE	SHIPPED VIA
OMAR	34894	03/07/12	03/12/12	GROUND

QTY.	ITEM NUMBER	CATALOG NAME	PAGE NUMBER	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
300		SIGNS - CITY CLUB 8.5" x 11" - 10PT GREEN & WHITE				300.00

Special Instructions

SUBTOTAL	300.00
SHIPPING	
DISCOUNT	
TAX	21.00
TOTAL	321.00
DEPOSIT	
BALANCE DUE	321.00

Approved By

3GE0406



ORB PRINTING

2 PAYSON AVENUE
NEW YORK, NY 10034

TEL: 212-567-0394 FAX: 212-569-2185

- CALENDARS
- PEN
- PENCILS
- MUGS • CAPS
- MAGNETS
- AND MORE ...

S L O T S	NAME: <u>THIRD GENERATION INC.</u>
	ADDRESS: <u>PO BOX 1222</u>
	CITY: <u>ENGLEWOOD CLIFF</u> ST: <u>NJ</u> ZIP: <u>07632</u>
	TEL: <u>201-528-7274</u>
	CONTACT: <u>MARIO (347) 723-0862 / MARLEN (646) 523-6523</u>

INVOICE

No. 33211

INVOICE DATE
04/05/11

SALESPERSON	PO NUMBER	DATE ORDERED	DELIVERY DATE	SHIPPED VIA
OMAR	33211	04/05/11	04/12/11	GROUND

QTY.	ITEM NUMBER	CATALOG NAME	PAGE NUMBER	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1,000		FORMS IN SETS - CITY CLUB 4.25" x 11" - NCR 3PT - BLACK & PMS 375 INK				175.00
1,000		FORMS IN SETS - CITY CLUB 8.5" x 14" - NCR 3PT - BLACK & PMS 375 INK				280.00

Special Instructions	SUBTOTAL	455.00
	SHIPPING	
	DISCOUNT	
	TAX	31.85
	TOTAL	486.85
	DEPOSIT	
	BALANCE DUE	486.85

Approved By _____

3GE0407



ORB PRINTING

2 PAYSON AVENUE
NEW YORK, NY 10034

TEL: 212-567-0394 FAX: 212-569-2185

- CALENDARS
- PEN
- PENCILS
- MUGS • CAPS
- MAGNETS
- AND MORE ...

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NAME: THIRD GENERATION INC.

ADDRESS: PO BOX 1222

CITY: ENGLEWOOD CLIFF ST: NJ ZIP: 07632

TEL: 201-528-7274

CONTACT: MARIO (347) 723-0862 / MARLEN (646) 523-6523

INVOICE

No. 32365

INVOICE DATE

01/17/10

SALESPERSON	PO NUMBER	DATE ORDERED	DELIVERY DATE	SHIPPED VIA
OMAR	32365	01/17/10	01/19/10	GROUND

QTY.	ITEM NUMBER	CATALOG NAME	PAGE NUMBER	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1,000		BUSINESS CARDS - CITY CLUB		3.5" x 2" - STRATHMORE - GREEN & WHITE		45.00
1,000		FORMS IN SETS - CITY CLUB		8.5" x 11" - NCR 3PT - BLACK & GREEN INK		190.00

Special Instructions

SUBTOTAL	235.00
SHIPPING	
DISCOUNT	
TAX	16.45
TOTAL	251.45
DEPOSIT	
BALANCE DUE	251.45

Approved By

3GE0408



ORB PRINTING

2 PAYSON AVENUE
NEW YORK, NY 10034

TEL: 212-567-0394 FAX: 212-569-2185

- CALENDARS
- PEN
- PENCILS
- MUGS • CAPS
- MAGNETS
- AND MORE ...

SOLD TO

NAME: THIRD GENERATION INC.
 ADDRESS: PO BOX 1222
 CITY: ENGLEWOOD CLIFF ST: NJ ZIP: 07632
 TEL: 201-528-7274
 CONTACT: MARIO (347) 723-0862 / MARLEN (646) 523-6523

INVOICE

No. 31851

INVOICE DATE

08/03/09

SALESPERSON	PO NUMBER	DATE ORDERED	DELIVERY DATE	SHIPPED VIA
OMAR	31851	08/03/09	08/07/09	GROUND

QTY.	ITEM NUMBER	CATALOG NAME	PAGE NUMBER	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1,000		PENS - CITY CLUB GREEN & WHITE WITH BLACK IMPRINT			57.5¢	575.00
1,000		PADS - CITY CLUB 4.25" x 5.5" - 20LB BOND - PMS 575 IMPRINT				450.00

Special Instructions

SUBTOTAL	1,025.00
SHIPPING	
DISCOUNT	
TAX	71.75
TOTAL	1,096.75
DEPOSIT	
BALANCE DUE	1,096.75

Approved By

3GE0409



**28 GREAT
TASTING
FLAVORS**



**AMERICA'S #1
DISCOUNT SODA**



"A TASTE YOU CAN'T TOP"



**City
Club**



FOLLOW US!
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DISTRIBUTED BY
3RD GENERATION
201-408-5219

America's #1
Discount Soda Since 1901

3GE0411



DISTRIBUTED BY
3RD GENERATION

Can't Top the taste!

2200 69TH STREET - NORTH BERGEN, NJ 07047

TEL. 201-868-8550 - FAX 201-868-8848

www.toppopsoda.com



Ph: 201.408.5219
 Fx: 201.408.4596
3rd Generation Enterprises
 P.O. Box 1222
 Englewood Cliffs, NJ 07632
 3GenerationEnt.com

ORDER FORM

ORDER DATE _____

DELIVERY DATE _____

Name of Business _____

Business Address _____

Type of Business

- Supermarket
 Chain Store
 Cash/ Carry
 Other
 Retailer
 Distributor
 Consumer

PURCHASE ORDER _____

CONTACT NAME _____

TELEPHONE _____

BEST TIME FOR DELIVERY
 7 AM - 9 AM
 3 PM - 5 PM
 12 PM - 3 PM
 5 PM - 7 PM

BARCODE	PRODUCT DESCRIPTION	QTY
812277010831	CITY CLUB 24/20OZ BLUE	
812277010862	CITY CLUB 24/20OZ COLA	
812277010893	CITY CLUB 24/20OZ FRUIT PUNCH	
812277010909	CITY CLUB 24/20OZ GINGER ALE	
812277010930	CITY CLUB 24/20OZ GRAPE	
812277010954	CITY CLUB 24/20OZ LEMON-LIME	
812277010992	CITY CLUB 24/20OZ ORANGE	
812277011029	CITY CLUB 24/20OZ PEACH	
812277011036	CITY CLUB 24/20OZ PINEAPPLE	
812277011067	CITY CLUB 24/20OZ STRAWBERRY	
812277012064	CITY CLUB 8/2 LITER COLA	
812277012071	CITY CLUB 8/2 LITER FRUIT PUNCH	
812277012088	CITY CLUB 8/2 LITER GINGER ALE	
812277012095	CITY CLUB 8/2 LITER GRAPE	
812277012118	CITY CLUB 8/2 LITER ORANGE	
812277012132	CITY CLUB 8/2 LITER PINEAPPLE	
812277012286	CITY CLUB 8/2 LITER BLACK CHERRY	
812277012187	CITY CLUB 6/3 LITER BLACK CHERRY	
812277012194	CITY CLUB 6/3 LITER COLA	
812277012200	CITY CLUB 6/3 LITER ORANGE	
812277012217	CITY CLUB 6/3 LITER PINEAPPLE	
812277012224	CITY CLUB 6/3 LITER FRUIT PUNCH	
812277012231	CITY CLUB 6/3 LITER GOLDEN COLA	
812277012248	CITY CLUB 6/3 LITER GINGER ALE	
812277012255	CITY CLUB 6/3 LITER GRAPE	
812277012262	CITY CLUB 6/3 LITER BLUE POP	
812277012279	CITY CLUB 6/3 LITER LEMON LIME	
812277011647	CITY CLUB 12/12OZ PINEAPPLE	
812277011609	CITY CLUB 12/12OZ ORANGE	
812277011548	CITY CLUB 12/12OZ GOLDEN COLA CHAM.	
812277011555	CITY CLUB 12/12OZ GRAPE	
812277011517	CITY CLUB 12/12OZ FRUIT PUNCH	
812277011524	CITY CLUB 12/12OZ GINGER ALE	
812277011487	CITY CLUB 12/12OZ COLA	
812277011449	CITY CLUB 12/12OZ BLACK CHERRY	
812277011456	CITY CLUB 12/12OZ BLUE	

SALESPERSON _____

NUMBER OF CASES

NUMBER OF PALLETS

CREDIT MEMO

SPECIAL NOTES



3rd Generation Enterprises
P.O. Box 1222
Englewood Cliffs, NJ 07632
3GenerationEnt.com

Ph: 201.408.5219
Fx: 201.408.4596

SALES REP.



3rd Generation Enterprises
P.O. Box 1222
Englewood Cliffs, NJ 07632
3GenerationEnt.com

Cell: 786-223-5111
Ph: 201.408.5219
Fx: 201.408.4596

Ramon Barreiro
SALES REPRESENTATIVE



3rd Generation Enterprises
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3GenerationEnt.com

Ramon Barreiro
SALES REPRESENTATIVE

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Fx: 201.408.4596