

Exhibit B



82-746
1636

York Risk Services
Group, Inc.
P.O. Box 183188
Columbus, OH
43218-3188

August 17, 2017

SENT CERTIFIED MAIL/ RETURN RECEIPT REQUESTED AND REGULAR MAIL

Malapero & Prisco LLP
185 Madison Ave, 4th Floor
New York, NY 10016
Attention: Andrew L. Klauber

| | |
|-------------------|---|
| Insured: | Apple-Metro Inc. /Sheepshead Apple, LLC |
| Plaintiff: | Gocha Chiglaze |
| Dates of Loss: | August 24, 2015 |
| Claim Number: | APPN-0249A1 |
| Policy Number: | ICC-CL-0010271-4 |
| Effective Dates: | 1/1/15 to 1/1/16 |
| Your Client: | Pier Associates |
| Your File Number: | 82-740 |

Gocha Chigladze v. Pier Associates and Sheepshead Apple, LLC, D/B/A Applebee's
Supreme Court of the State of New York, County of Kings Index No. 513663/2015

Dear Mr. Klauber:

York Risk Services Group, Inc. ("York") is the claims administrator for Nova Casualty Company ("Nova") which provides Commercial General Liability Insurance to Apple-Metro Inc./ Sheepshead Apple LLC, under policy number ICC-CL-0010271-4, effective from January 1, 2015 to January 1, 2016. We acknowledge receipt of your tender letter for defense and indemnification of Pier Associates, to Apple-Metro Inc., Sheepshead Apple LLC in this matter. For the reasons outlined below, Nova will accept your tender of defense and indemnification on behalf of Pier Associates.

Prior to discussing the relevant policy provisions and coverage issues, we summarize below the allegations of the complaint. Our summary of the allegations in no way implies that Nova believes that the allegations asserted by the claimants are true or deserve merit.

The Complaint/Allegations

The Complaint alleges that the plaintiff, Gocha Chigladze, was a lawful pedestrian on the sidewalk at the Applebee's restaurant located at 2505 Emmons Avenue, Brooklyn, New York on August 21, 2015 and was injured when he was caused to trip and fall and sustain severe and permanent injuries.

Mr. Chigladze alleges that the loss was caused by the negligence of the defendants and/or said defendant's servants, agents, employee and/or licensees in the ownership, operation, inspection, repair supervision, management, maintenance and control of the aforesaid sidewalk.

The Insurance Policy

We discuss below certain provisions of the Nova policy. Please note, however, that our discussion involves only a partial recitation of the terms, conditions, limitations and exclusions contained in the Nova policy. It is not intended to supplement, amend, supersede or otherwise alter the Nova policy. Nova does not intend to waive any provisions of the Nova policy by virtue of its discussion. Please consult your copy of the Nova policy for a complete listing of all the terms, conditions, limitations and exclusions contained therein.

Please refer to your Commercial General Liability Insurance Form, CG0001 (04-13), which is Amended by Endorsement Form Number CG0163 (07-11) reads in part as follows:

NEW YORK CHANGES COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 1.a. of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:**

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

B. Paragraph 1.a. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

Next, please note that the policy contains Endorsement, AGL01350408, entitled, **GENERAL LIABILITY EXTRA ENDORSEMENT**, which reads in part as follows:

b. MANAGERS OR LESSORS OF PREMISES

- i. **SECTION II- WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease when you and such person or organization have agreed in writing in a contract or agreement that

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