POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD (5% of the Original Premium)
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Jill Padbury
Policyholder/Applicant's Signature

HDI Global Specialty SE on behalf of certain underwriters at Lloyd's

Jill Padbury
Print Name

B1230AP13307C23
Policy Number

12/26/2022
Date

LMA9184
09 January 2020

CONTRACT ENDORSEMENT

Unique Market Reference: B1230AP13307C23

Endorsement Reference: 001

Insured: Colorado Intergovernmental Risks Sharing Agency as set forth in the policy to which this endorsement attaches

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CONTRACT CHANGES

This contract is amended as follows:

ENDORSEMENT EFFECTIVE DATE: 01 January 2023 at 12.01 a.m. Local Standard Time at the location of the property insured.

RISK DETAILS

CONDITIONS:

1. It is noted and agreed that Condition Number **1)** is amended to read as follows: -

   1) THB1a Excess Physical Damage Form (U.S.A. and Canada) 664THBNA00061A (amended) following same terms, conditions and exclusions as Primary Policy Number PR 01-2023 written by Colorado Intergovernmental Risks Sharing Agency as far as applicable except as otherwise provided herein.

2. The following is hereby added: -

   22) Where the terms “Primary Insurer” or “Primary Insurer(s)” appear herein, they are deemed to be read as “Primary Insured”

PREMIUM
(is amended to read**):**

All other terms and conditions remain unaltered.

POLICY WORDING

It is noted and agreed that item 8. **(a) PRIMARY INSURER(S)** is amended to read as follows: -

8. **(a) PRIMARY INSURED**

Coverage Layer	Total Limit of Liability for Primary Insured	Insured	Participation	Policy No
I.	Self-Insured Retention	Colorado Intergovernmental Risks Sharing Agency	100%	PR 01-2023

All other terms and conditions remain unaltered.

Note: Where more than one insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those insurers.

CONTRACT ENDORSEMENT

Unique Market Reference: B1230AP13307C23

Endorsement Reference: 001

Insured: Colorado Intergovernmental Risks Sharing Agency as set forth in the policy to which this endorsement attaches

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SECURITY DETAILS

ORDER HEREON
(is amended to read**):** 5.00% of 100%

All other terms and conditions remain unaltered.

INFORMATION

It is noted and agreed that the Total Insured Values are amended to read as follows: -

Total Insured Values

Buildings
Contents
Business Interruption
Loss of Rents
Extra Expense
Valuable Papers
Electronic Data Processing
Accounts Receivable
Fine Arts
Mobile Equipment
Employee Owned
Law Animals
Electrical Lines/ Poles
Parks
Athletic
Outdoor Lighting
Transformers
Fencing
Signage
Swimming Pool Items
General Outdoor Items
Other Not Classified
Vehicles

Total value increase:

Interim Premium Adjustments (Additions/Deletions):
As per the terms of this Contract, the premium adjustment for the above amendments will be adjusted within 60 days of the expiry of this Contract with total Additional or Return Premium for all such additions and deletions calculated at prorata of the Annual Premium applicable to this Contract.

All other terms and conditions remain unaltered.

Note: Where more than one insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those insurers.

SECURITY DETAILS

Endorsement Version Date	22 Dec 2022 15:12
Endorsement Status	Completed
UMR	B1230AP13307C23
Broker Endorsement Reference	001
Endorsement Name	001
(Re)Insured	Colorado Intergovernmental Risk Sharing Agency
Agreement Practice	GUA A
Agreement Instructions	All Underwriters

CONFIRMATION OF AGREEMENT BY REQUIRED AGREEMENT PARTIES:

Leader Agreed 23 Dec 2022 12:01

Underwriter Company	**Underwriter**	**Stamp**	**Underwriter Ref**
HDI Global Specialty SE	Euan Weatherley	HDI Global Specialty SE, UK branch - Multinational Property, LIRMA H1901	PR0440723000

"THIS CONTRACT IS DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE 'NONADMITTED INSURANCE ACT'. THE INSURER ISSUING THIS CONTRACT IS NOT LICENSED IN COLORADO BUT IS AN APPROVED NONADMITTED INSURER. THERE IS NO PROTECTION UNDER THE PROVISIONS OF THE 'COLORADO INSURANCE GUARANTY ASSOCIATION ACT'. Broker: Kathleen Snyder; License: 456387

RISK DETAILS

UMR: B1230AP13307C23

TYPE: ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE AS PER PRIMARY INSURERS POLICY INCLUDING FLOOD AND EARTHQUAKE

TITLE OF ASSURED: Colorado Intergovernmental Risks Sharing Agency, and as more fully defined in the Leading Primary Insurer's Policy Wording.

ADDRESS OF ASSURED: 3665 Cherry Creek North Drive, Denver, CO 80209

PERIOD:
From: 01 January 2023
To: 01 January 2024
Both days at 12.01 a.m. Local Standard Time at the location of the property insured

PROPERTY OR INTEREST: All Real and Personal Property, Business Interruption and other Time Element coverage and any additional coverages as set forth in the Primary Insurers Policy

LIMIT OF LIABILITY: USD 25,000,000 per occurrence and in the aggregate for the period separately in respect of Flood and Earthquake

EXCESS OF

USD 25,000,000 per occurrence and in the aggregate for the period separately in respect of Flood and Earthquake

Which in turn excess of Self-Insured Retention, as set forth below, and subject to sub limits as attached.

Self-Insured Retention:
USD 1,000,000 per Occurrence except:

USD 5,000,000 Per Occurrence in respect of Wind and Hail

PROPERTY LOCATION: Various locations Worldwide as per Schedule seen and agreed by Slip Leader and held on file in the offices of Amwins Global Risks Limited, as set forth in the Primary Insurers Policy

CONDITIONS:

1) THB1a Excess Physical Damage Form (U.S.A. and Canada) 664THBNA00061A (Amended) following same terms, conditions and exclusions as Primary Policy Number (TO BE ADVISED) written by (TO BE ADVISED) as far as applicable except as otherwise provided herein.
2) 664THBNA00062 (amended) – Business Interruption Extension
3) NMA 2962 – Biological or Chemical Materials Exclusion
4) NMA 2920 – Terrorism Exclusion Endorsement
5) LMA 5390 – U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
6) 664THBNA00194 – Fraudulent Claims Clause as attached
7) LMA 3100 – Sanction Limitation and Exclusion Clause

8) LMA 5393 – Communicable Disease Endorsement
9) LMA 5400 – Property Cyber and Data Endorsement
10) Permission for Excess Insurance
11) LMA 5583A – Territorial Exclusion: Belarus, Russia and Ukraine
12) Notification of Claims to: Alliant Pooling, 2002 Richard Jones Road, #307, Nashville, TN 37215
13) 90 Days Cancellation Clause Law, as per Policy Wording
14) Where the terms "Insured" and "Assured" appear herein in relation to the person(s) or organisation(s) insured herein they shall be deemed to be read as synonymous terms.
15) Where the terms "Insurers" and "Underwriters" appear herein they shall be deemed to be read as synonymous terms.
16) The first paragraph of Item 4. of the Excess Physical Damage Form (U.S.A. and Canada) is amended to read as follows: "It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Items 8 (and any other Policy(ies) of the Primary and Underlying Excess Insurer(s) for which Underwriters have waived agreement of the Insurer, Participation and Policy Number information) and 9 of the Schedule shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the Policy year.
17) It is noted and agreed that paragraph 2 of Clause 11. Occurrence Limit of Liability of the Excess Physical Damage Form is hereby deleted, and this Policy shall be subject to the same Occurrence definition as contained in the Policy of the Primary Insurer(s) as stated herein.
18) It is noted and agreed that item b. of Clause 11. Occurrence Limit of Liability of the Excess Physical Damage Form is hereby deleted.
19) Service of Suit Clause NMA1998 naming:
- Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017 (in respect of Lloyd's underwriters)
- Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019-6829, USA (in respect of all other underwriters)

20) No coverage is provided hereon in respect of Section 2 – Crime of the CIRSA Property and Crime Coverage Policy.
21) <u>Interim Premium Adjustments (Additions/Deletions):</u>
With respect to any additions or deletions to the Insured's declared Schedule of Values, the Insurers agree that any additions or deletion where the Total Insured Value of that location is less that USD 25,000,000 will be adjusted within 60 days of the expiry of this Contract with total Additional or Return Premium for all such additions and deletions calculated at prorata of the Annual Premium applicable to this Contract.

Any addition or deletion where the Total Insured Value is USD 25,000,000 or greater is to be reported to Insurers for rating and agreement within 60 days of such addition or deletion becoming known to the Colorado Intergovernmental Risk Sharing Agency.

In the event that Insurers decline to provide cover for any addition then coverage for that addition will be provided at pro rata additional premium up to the date when such declinature is advised to Colorado Intergovernmental Risk Sharing Agency by Alliant Pooling.

Notwithstanding any reinsurance shown or endorsed to this Contract, the Insurer's liability shall not exceed that shown in the LIMIT(S) within the RISK DETAILS section of this Contract.

For purposes of this contract document, it is agreed that wherever the words 'underwriters' or 'company', 'policy' and 'Assured' appear, they are deemed replaced with 'insurers', 'insurance' and 'Insured' respectively. It is further noted and agreed wherever 'D' is shown within this Contract this is deemed replaced with 'USD'.

Notification of Loss – as defined in the Leading Primary Insurers Policy Wording

Except as otherwise provided in this insurance contract, with respect to any Notice of Cancellation issued and served by insurers in accordance with the terms and conditions of this contract, any such notice delivered to the First Named Insured hereunder will be deemed to be notice delivered to other holders of Evidences of Insurance or Certificates of Insurance.

CONDITIONS (continued**):**

Leading Primary Insurers Policy includes but is not limited to the following:

1) War, Civil War and Military Action Exclusion
2) Nuclear Reaction or Radiation or Radioactive Contamination Exclusion
3) Electronic Property and Virus Exclusion
4) Cosmetic Damage Endorsement
5) Additional Policy Exclusions
6) Excess Mold, Fungi, Wet or Dry Rot, and Bacteria Exclusion Endorsement
7) Nuclear, Chemical and Biological Exclusion Endorsement
8) 72 Hours Clause in respect of Wind
9) 168 Hours Clause in respect of Earthquake
10) Flood coverage in National Flood Insurance Program (NFIP) zone A will be provided for losses to properties eligible for coverage through the NFIP, but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued USD 1,000,000 or more. Properties not eligible for NFIP will be covered.

LOSS PAYEE: Loss payees, mortgagees and Additional Named Insureds are automatically incorporated herein to the extent required by the First Named Insured with advice to insurers waived and permission is given to the Colorado Intergovernmental Risk Sharing Agency, and Alliant Insurance Services and Alliant Pooling to: (a) issue evidences of insurance or certificates of insurance in respect of this insurance contract to such persons ("Evidences of Insurance" and "Certificates of Insurance" respectively); and (b) serve notices of cancellation on such persons on behalf of insurers, subject to the terms of this insurance contract, if required.

EXPRESS WARRANTIES: None other than may exist in underlying policy number stated herein.

CONDITIONS PRECEDENT: None other than may exist in underlying policy number stated herein.

CHOICE OF LAW & JURISDICTION: This Policy shall be subject to the law and practice of the State of Colorado and to the exclusive jurisdiction of the courts of the USA subject to the provisions of the NMA 1998

PREMIUM: Hereon premium and Order, to be calculated once Underwriters Signed Lines are finalised.

PREMIUM PAYMENT TERMS: **PPC 5 (TOR) 4/86 (DIRECT)**

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Underwriters on or before midnight on 30 April 2023.

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Assured hereby agreeing to pay premium calculated at not less than pro rata temporis.

TAXES PAYABLE BY (RE) INSURED AND ADMINISTERED BY INSURERS: None

RECORDING, TRANSMITTING & STORING INFORMATION: Where Broker maintains risk and claim data/ information/ documents Broker may hold data/ information/ documents electronically.

INSURER CONTRACT DOCUMENTATION: This document details the contract terms entered into by the insurer(s) and constitutes the contract document. **No further contractual documentation to be produced.**

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

PROGRAM SUBLIMITS

(The following Program Sub-limits apply each occurrence, unless otherwise stated, and shall apply over this Policy and all other policies combined. Said Sub-limits shall not be construed to increase the Sum Insured / Limit of Liability of this Policy)

USD	50,000,000	Per Occurrence and Annual Aggregate Earthquake (limited to USD 10,000,000 Per Occurrence and Annual Aggregate any one entity)
USD	50,000,000	Per Occurrence and Annual Aggregate Flood (limited to USD 10,000,000 Per Occurrence and Annual Aggregate any one entity)
USD	50,000,000	Per Occurrence Extra Expense
USD	3,000,000	Business Interruption limit for Lamar Power Plant is included.
USD	1,000,000	Unintentional Errors & Omissions Annual Aggregate per Member

Other sublimits per CIRSA Property and Crime Coverage Policy

INFORMATION

Total Insured Values

- Buildings
- Contents
- Business Interruption
- Loss of Rents
- Extra Expense
- Valuable Papers
- Electronic Data Processing
- Accounts Receivable
- Fine Arts
- Mobile Equipment
- Employee Owned
- Law Animals
- Parks
- Athletic
- Outdoor Lighting
- Transformers
- Fencing
- Signage
- Swimming Pool Items
- General Outdoor Items
- Other Not Classified
- Vehicles

General Information:

The following information was provided to insurer(s) to support the assessment of the risk at the time of underwriting

Client Submission dated 06 September 2022 prepared by Alliant Pooling and seen by all participants hereon and held on file by Amwins Global Risks Limited

Loss History as advised to Amwins Global Risks Limited via email from Alliant Pooling dated 06 September 2022:

Year	Net Loss As if of Current Deductibles
2009	-
2010	-
2011	-
2012	-
2013	
2014	-
2015	
2016	-
2017	-
2018	-
2019	-
2020	-
2021	-
2022	-

All other Information as held on file with Amwins Global Risks Limited.

SCHEDULE

Policy No: B1230AP13307C23

1.	Title of Assured:	As per Risk Details
2.	Address of Assured:	As per Risk Details
3.	Policy Period:	As per Risk Details
4.	Perils Insured:	As per Risk Details
5.	The Property or Interest:	As per Risk Details
6.	Property Location:	As per Risk Details
7.	Premium:	As per Risk Details

8. **(a) PRIMARY INSURER(S)**

Coverage Layer	Total Limit of Liability for Primary Insurer(s)	Insurer	Participation	Policy No
I.	(TO BE ADVISED)	(TO BE ADVISED)	(TO BE ADVISED)	(TO BE ADVISED)

Underwriters waive agreement to all other Primary Insurer Information

(b) UNDERLYING EXCESS INSURER(S)

Coverage Layer	Total Limit of Liability for all Underlying Excess Insurer(s)	Insurer	Participation	Policy No
II.	Underwriters waive agreement to all Underlying Excess Insurer Information			

9. Primary and Underlying Excess Limit(s)

USD As per Risk Details ultimate net loss per occurrence subject to an aggregate limit of:

USD As per Risk Details any one Policy year in respect of the peril of Flood, and

USD As per Risk Details any one Policy year in respect of the peril of Earthquake

Which in turn excess of Self-Insured Retention, as peer Risk Details, and subject to sub limits as attached.

10.	Excess Limit(s)	USD As per Risk Details ultimate net loss per occurrence subject to an aggregate limit of: USD As per Risk Details any one Policy year in respect of the peril of Flood, and USD As per Risk Details any one Policy year in respect of the peril of Earthquake
11.	Notification of Claims to:	As per Risk Details
	Dated in London:	15 December 2022

If Business Interruption or other Time Element or Accounts Receivable, Royalty or Leasehold Insurance or similar coverage is afforded by this Insurance, Business Interruption Extension Endorsement 664THBNA00062, amended where applicable, must be attached hereto.

EXCESS PHYSICAL DAMAGE FORM
(U.S.A. AND CANADA)

1. INSURING CLAUSE:

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Underwriters agree to indemnify the Assured named in the Schedule herein in respect of Direct Physical loss or damage to the property described in Item 5 of the Schedule while located or contained as described in the Schedule, occurring during the period stated in the Schedule and caused by any such perils as are set forth in Item 4 of the Schedule and which are also covered by and defined in the Policy specified in the Schedule and issued by the "Primary Insurer(s)" stated therein.

2. APPLICATION OF UNDERLYING PROVISIONS:

In respect of the perils hereby insured against this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and Limits of Liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the Policy(ies) of the Primary Insurer(s) prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Policy of the Primary Insurer(s), then the premium hereon may be adjusted accordingly.

3. LIMIT:

Provided always that liability attaches to the Underwriters only after the Primary and Underlying Excess Insurer(s) have paid or have admitted liability for the full amount of their respective liability as set forth in Item 9 of the Schedule and designated "Primary and Underlying Excess Limit(s)" and then the limits of Underwriters Liability shall be those set forth in Item 10 of the Schedule under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such "Excess Limit(s)".

4. MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS POLICY(IES) AND LIMITS:

It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Items 8 and 9 of the Schedule shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the Policy year.

In the event of such reduction of the aggregate Limits of Liability of the Primary and Underlying Excess Insurances this Policy shall pay excess over the reduced aggregate limit. In the event of exhaustion of the aggregate Limits of Liability of the Primary and Underlying Excess Insurances this Policy, subject to all its provisions, shall continue in force as Primary Insurance in respect of the peril for which the aggregate Limit of Liability has been so exhausted and the deductible or self-insured amount if applicable to that peril, as set forth in the Policy of the Primary Insurer , shall apply to this Policy.

5. UNCOLLECTIBILITY OF OTHER INSURANCE:

Notwithstanding any of the terms of the Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the maximum monetary limits set forth in Item 9 of the Schedule (reduced only by reduction of any underlying aggregate limits as provided for in Clause 4 herein) regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer(s).

The risk of uncollectibility (in whole or part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer(s) or for any other reason, is expressly retained by the Assured and is not in any way or under any circumstances insured or assumed by Underwriters.

6. DEFINITIONS:

(a) Ultimate Net Loss: The words ”ultimate net loss” shall mean the loss sustained by the Assured as a result of the perils insured against by this Policy, limited by

(i) any sub-limits contained within this Policy or the Policy of the Primary and/or Underlying Excess Insurer(s), and

(ii) making deductions for all salvages, recoveries and other insurances (other than recoveries under the Policy of the Primary and Underlying Excess Insurer(s)).

(b) Policy Year The words “Policy year” shall be understood to mean the period in Item 3 of the Schedule

7. APPLICATION OF RECOVERIES:

All salvages, recoveries or payments recovered or received subsequent to loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Assured’s ultimate net loss has been finally ascertained.

8. CANCELLATION:

This insurance may be cancelled by the Assured at any time by written notice or by surrender of this Policy. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured’s address as shown in this insurance written notice stating when, not less than As per Risk Details days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Assured, the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Underwriters shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater

If this insurance shall be cancelled by or on behalf of the Underwriters, the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon, or the pro rata proportion of any minimum premium stipulated herein whichever is the greater

Payment or tender of unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. NOTIFICATION OF CLAIMS:

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 11 of the Schedule.

10. PRIORITY OF PAYMENT:

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary that in the event of a claim hereunder which involves more than one interest and/or coverage and/or peril, it shall be at the sole option of the Assured to apportion recovery under this Policy when submitting final proof of loss, subject to the overall amount of claim not exceeding the overall limit of liability contained herein for any one loss.

For the purpose of attachment of coverage for excess layers, it is further agreed that loss involving any interest and/or peril covered in primary or underlying excess layers, but not covered in higher excess layers, shall be recognised by such excess layers as eroding or exhausting the occurrence limits of the primary and/or underlying excess layer(s). Nothing herein, however, shall be deemed to extend coverage in such layer(s) to include loss from any interest and/or peril not covered in the excess layer(s) itself.

11. OCCURRENCE LIMIT OF LIABILITY:

The Limit of Liability or Amount of Insurance shown in Item 10 of the Schedule, or endorsed onto this Policy, is the total of the Insurer(s) liability applicable to each occurrence, as hereinafter defined. Notwithstanding any other terms and conditions of this Policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit or amount irrespective of the number of locations involved.

The term ‘Occurrence’ shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, if these perils are insured, one event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Assured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to any covered property occurs, during the period of this Policy.

The premium for this Policy is based upon the Statement of Values on file with the Underwriters, or attached to this Policy. In the event of loss hereunder, liability of the Underwriters, subject to terms of paragraph one (1) above, shall be limited to the least of the following:

a. The actual adjusted amount of loss, less applicable deductible(s)

b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest Statement of Values on file with Underwriters, less applicable deductible(s).

c. The Limit of Liability or Amount of Insurance shown in Item 10 of the Schedule, or endorsed onto this Policy.

664THBNA00061A (amended)

BUSINESS INTERRUPTION EXTENSION

It is understood and agreed that this Insurance extends to cover Business Interruption and other Time Element coverage (as insured under the Policy/ies of the Primary and Underlying Excess Insurers) consequent upon the loss of or damage to the Property insured hereby.

The Primary and Underlying Excess Limit(s) and the Excess Limit(s) as set out in Items 9 and 10 of the Schedule are inclusive of Damage to Property and Business Interruption and other Time Element coverage.

664THBNA00062 (amended)

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962
06/02/03

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2920

U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390
09 January 2020

FRAUDULENT CLAIMS CLAUSE

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

664THBNA00194

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

COMMUNICABLE DISEASE ENDORSEMENT
(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

    2.1. for a Communicable Disease, or

    2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

    3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

    3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

    3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393
25 March 2020

PROPERTY CYBER AND DATA ENDORSEMENT

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400
11 November 2019

PERMISSION FOR EXCESS INSURANCE

Permission is granted by the “Insurers” for the Insured to purchase excess insurance over the Limits of Liability set forth in this “policy” without prejudice to this “policy”, and the existence of such excess insurance, if any, shall not reduce any liability under this “policy”.

Territorial Exclusion: Belarus, Russia and Ukraine

Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

i. entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
ii. property or asset located in an **Excluded Territory**
iii. individual that is resident in or located in an **Excluded Territory**;
iv. claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**; or
v. payment in an **Excluded Territory**.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, **“Excluded Territory”** means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

All other terms, conditions and exclusions remain unchanged.

LMA5583A
26 April 2022

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the nominee set forth in Risk Details and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

24/4/86
NMA1998

SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London | EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

SECURITY DETAILS

ORDER HEREON: As per Underwriters' Signed Lines

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS: Without Disproportionate Signing

In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1230AP13307C23

Date contract printed to PDF: 12:05 22 December 2022

SIGNED UNDERWRITERS

HDI Global Specialty SE

HDI

													LIRMA			XIS H1901
5.000000% **Written**	P	R	0	4	4	0	7	2	3	0	0	0				

5.000000% **Signed**

11:45 22 December 2022
HDI Global Specialty SE, UK branch - Multinational Property, LIRMA H1901
Euan Weatherley
Bound as Slip Leader, XIS Leader

SETTLEMENT INFORMATION

Terms of Settlement

Settlement Due Date:	30 April 2023
Instalment Premium Period of Credit:	0 day(s)
Adjustment Premium Period of Credit:	0 day(s)

HDI Global Specialty SE, UK branch - Multinational Property, LIRMA H1901
Bureau Leader and XIS Leader

Euan Weatherley

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD (5% of the Original Premium)
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Jill Padbury

Policyholder/Applicant's Signature

AUW Syndicate 609 on behalf of certain underwriters at Lloyd's

Jill Padbury

Print Name

B1230AP13307D23

Policy Number

12/26/2022

Date

LMA9184
09 January 2020

CONTRACT ENDORSEMENT

Unique Market Reference: B1230AP13307D23

Endorsement Reference: 001

Insured: Colorado Intergovernmental Risks Sharing Agency as set forth in the policy to which this endorsement attaches

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CONTRACT CHANGES

This contract is amended as follows:

ENDORSEMENT EFFECTIVE DATE: 01 January 2023 at 12.01 a.m. Local Standard Time at the location of the property insured.

RISK DETAILS

CONDITIONS:

1. It is noted and agreed that Condition Number **1)** is amended to read as follows: -

   1) THB1a Excess Physical Damage Form (U.S.A. and Canada) 664THBNA00061A (amended) following same terms, conditions and exclusions as Primary Policy Number PR 01-2023 written by Colorado Intergovernmental Risks Sharing Agency as far as applicable except as otherwise provided herein.

2. The following is hereby added: -

   22) Where the terms “Primary Insurer” or “Primary Insurer(s)” appear herein, they are deemed to be read as “Primary Insured”

PREMIUM
(is amended to read**):**

All other terms and conditions remain unaltered.

POLICY WORDING

It is noted and agreed that item 8. **(a) <u>PRIMARY INSURER(S)</u>** is amended to read as follows: -

8. **(a) <u>PRIMARY INSURED</u>**

Coverage Layer	Total Limit of Liability for Primary Insured	Insured	Participation	Policy No
I.	Self-Insured Retention	Colorado Intergovernmental Risks Sharing Agency	100%	PR 01-2023

All other terms and conditions remain unaltered.

Note: Where more than one insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those insurers.

CONTRACT ENDORSEMENT

Unique Market Reference: B1230AP13307D23

Endorsement Reference: 001

Insured: Colorado Intergovernmental Risks Sharing Agency as set forth in the policy to which this endorsement attaches

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SECURITY DETAILS

ORDER HEREON
(is amended to read**):** 5.50% of 100%

SIGNED UNDERWRITERS

Subjectivities:

It is noted and agreed that all Underwriters' subjectivities are deemed met and are therefore deleted.

All other terms and conditions remain unaltered.

INFORMATION

It is noted and agreed that the Total Insured Values are amended to read as follows: -

Total Insured Values

Buildings
Contents
Business Interruption
Loss of Rents
Extra Expense
Valuable Papers
Electronic Data Processing
Accounts Receivable
Fine Arts
Mobile Equipment
Employee Owned
Law Animals
Electrical Lines/ Poles
Parks
Athletic
Outdoor Lighting
Transformers
Fencing
Signage
Swimming Pool Items
General Outdoor Items
Other Not Classified
Vehicles

Note: Where more than one insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those insurers.

CONTRACT ENDORSEMENT

Unique Market Reference: B1230AP13307D23

Endorsement Reference: 001

Insured: Colorado Intergovernmental Risks Sharing Agency as set forth in the policy to which this endorsement attaches

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INFORMATION
(continued)

Total value increase:

Interim Premium Adjustments (Additions/Deletions):
As per the terms of this Contract, the premium adjustment for the above amendments will be adjusted within 60 days of the expiry of this Contract with total Additional or Return Premium for all such additions and deletions calculated at prorata of the Annual Premium applicable to this Contract.

All other terms and conditions remain unaltered.

Note: Where more than one insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those insurers.

SECURITY DETAILS

Endorsement Version Date	22 Dec 2022 15:16
Endorsement Status	Completed
UMR	B1230AP13307D23
Broker Endorsement Reference	001
Endorsement Name	001
(Re)Insured	Colorado Intergovernmental Risk Sharing Agency
Agreement Practice	GUA A
Agreement Instructions	Slip Lead

CONFIRMATION OF AGREEMENT BY REQUIRED AGREEMENT PARTIES:

Leader Agreed 23 Dec 2022 08:49

Underwriter Company	Underwriter	Stamp	Underwriter Ref
Atrium Underwriters Limited	Nick Leppard	Lloyd's Underwriter Syndicate No. 0609 AUW, London, England	pdfjvmy23afx

"THIS CONTRACT IS DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE 'NONADMITTED INSURANCE ACT'. THE INSURER ISSUING THIS CONTRACT IS NOT LICENSED IN COLORADO BUT IS AN APPROVED NONADMITTED INSURER. THERE IS NO PROTECTION UNDER THE PROVISIONS OF THE 'COLORADO INSURANCE GUARANTY ASSOCIATION ACT'. Broker: Kathleen Snyder; License: 456387

RISK DETAILS

UMR: B1230AP13307D23

TYPE: ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE AS PER PRIMARY INSURERS POLICY INCLUDING FLOOD AND EARTHQUAKE

TITLE OF ASSURED: Colorado Intergovernmental Risks Sharing Agency , and as more fully defined in the Leading Primary Insurer's Policy Wording.

ADDRESS OF ASSURED: 3665 Cherry Creek North Drive, Denver, CO 80209

PERIOD:
From: 01 January 2023
To: 01 January 2024
Both days at 12.01 a.m. Local Standard Time at the location of the property insured

PROPERTY OR INTEREST: All Real and Personal Property, Business Interruption and other Time Element coverage and any additional coverages as set forth in the Primary Insurers Policy

LIMIT OF LIABILITY: USD 25,000,000 per occurrence and in the aggregate for the period separately in respect of Flood and Earthquake

EXCESS OF

USD 25,000,000 per occurrence and in the aggregate for the period separately in respect of Flood and Earthquake

Which in turn excess of Self-Insured Retention, as set forth below, and subject to sub limits as attached.

<u>Self-Insured Retention:</u>
USD 1,000,000 per Occurrence except:

USD 5,000,000 Per Occurrence in respect of Wind and Hail

PROPERTY LOCATION: Various locations Worldwide as per Schedule seen and agreed by Slip Leader and held on file in the offices of Amwins Global Risks Limited, as set forth in the Primary Insurers Policy

CONDITIONS:

1) THB1a Excess Physical Damage Form (U.S.A. and Canada) 664THBNA00061A (Amended) following same terms, conditions and exclusions as Primary Policy Number (TO BE ADVISED) written by (TO BE ADVISED) as far as applicable except as otherwise provided herein.
2) 664THBNA00062 (amended) – Business Interruption Extension
3) NMA 2962 – Biological or Chemical Materials Exclusion
4) NMA 2920 – Terrorism Exclusion Endorsement
5) LMA 5390 – U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
6) 664THBNA00194 – Fraudulent Claims Clause as attached
7) LMA 3100 – Sanction Limitation and Exclusion Clause

8) LMA 5393 – Communicable Disease Endorsement
9) LMA 5400 – Property Cyber and Data Endorsement
10) Permission for Excess Insurance
11) LMA 5583A – Territorial Exclusion: Belarus, Russia and Ukraine
12) Notification of Claims to: Alliant Pooling, 2002 Richard Jones Road, #307, Nashville, TN 37215
13) 90 Days Cancellation Clause Law, as per Policy Wording
14) Where the terms "Insured" and "Assured" appear herein in relation to the person(s) or organisation(s) insured herein they shall be deemed to be read as synonymous terms.
15) Where the terms "Insurers" and "Underwriters" appear herein they shall be deemed to be read as synonymous terms.
16) The first paragraph of Item 4. of the Excess Physical Damage Form (U.S.A. and Canada) is amended to read as follows: "It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Items 8 (and any other Policy(ies) of the Primary and Underlying Excess Insurer(s) for which Underwriters have waived agreement of the Insurer, Participation and Policy Number information) and 9 of the Schedule shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the Policy year.
17) It is noted and agreed that paragraph 2 of Clause 11. Occurrence Limit of Liability of the Excess Physical Damage Form is hereby deleted, and this Policy shall be subject to the same Occurrence definition as contained in the Policy of the Primary Insurer(s) as stated herein.
18) It is noted and agreed that item b. of Clause 11. Occurrence Limit of Liability of the Excess Physical Damage Form is hereby deleted.
19) Service of Suit Clause NMA1998 naming:

- Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017 (in respect of Lloyd's underwriters)
- Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019-6829, USA (in respect of all other underwriters)

20) No coverage is provided hereon in respect of Section 2 – Crime of the CIRSA Property and Crime Coverage Policy.
21) <u>Interim Premium Adjustments (Additions/Deletions):</u>
With respect to any additions or deletions to the Insured's declared Schedule of Values, the Insurers agree that any additions or deletion where the Total Insured Value of that location is less that USD 25,000,000 will be adjusted within 60 days of the expiry of this Contract with total Additional or Return Premium for all such additions and deletions calculated at prorata of the Annual Premium applicable to this Contract.

Any addition or deletion where the Total Insured Value is USD 25,000,000 or greater is to be reported to Insurers for rating and agreement within 60 days of such addition or deletion becoming known to the Colorado Intergovernmental Risk Sharing Agency.

In the event that Insurers decline to provide cover for any addition then coverage for that addition will be provided at pro rata additional premium up to the date when such declinature is advised to Colorado Intergovernmental Risk Sharing Agency by Alliant Pooling.

Notwithstanding any reinsurance shown or endorsed to this Contract, the Insurer's liability shall not exceed that shown in the LIMIT(S) within the RISK DETAILS section of this Contract.

For purposes of this contract document, it is agreed that wherever the words 'underwriters' or 'company', 'policy' and 'Assured' appear, they are deemed replaced with 'insurers', 'insurance' and 'Insured' respectively. It is further noted and agreed wherever 'D' is shown within this Contract this is deemed replaced with 'USD'.

Notification of Loss – as defined in the Leading Primary Insurers Policy Wording

Except as otherwise provided in this insurance contract, with respect to any Notice of Cancellation issued and served by insurers in accordance with the terms and conditions of this contract, any such notice delivered to the First Named Insured hereunder will be deemed to be notice delivered to other holders of Evidences of Insurance or Certificates of Insurance.

CONDITIONS (continued**):**

Leading Primary Insurers Policy includes but is not limited to the following:

1) War, Civil War and Military Action Exclusion
2) Nuclear Reaction or Radiation or Radioactive Contamination Exclusion
3) Electronic Property and Virus Exclusion
4) Cosmetic Damage Endorsement
5) Additional Policy Exclusions
6) Excess Mold, Fungi, Wet or Dry Rot, and Bacteria Exclusion Endorsement
7) Nuclear, Chemical and Biological Exclusion Endorsement
8) 72 Hours Clause in respect of Wind
9) 168 Hours Clause in respect of Earthquake
10) Flood coverage in National Flood Insurance Program (NFIP) zone A will be provided for losses to properties eligible for coverage through the NFIP, but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued USD 1,000,000 or more. Properties not eligible for NFIP will be covered.

LOSS PAYEE: Loss payees, mortgagees and Additional Named Insureds are automatically incorporated herein to the extent required by the First Named Insured with advice to insurers waived and permission is given to the Colorado Intergovernmental Risk Sharing Agency, and Alliant Insurance Services and Alliant Pooling to: (a) issue evidences of insurance or certificates of insurance in respect of this insurance contract to such persons ("Evidences of Insurance" and "Certificates of Insurance" respectively); and (b) serve notices of cancellation on such persons on behalf of insurers, subject to the terms of this insurance contract, if required.

EXPRESS WARRANTIES: None other than may exist in underlying policy number stated herein.

CONDITIONS PRECEDENT: None other than may exist in underlying policy number stated herein.

CHOICE OF LAW & JURISDICTION: This Policy shall be subject to the law and practice of the State of Colorado and to the exclusive jurisdiction of the courts of the USA subject to the provisions of the NMA 1998

PREMIUM: Hereon premium and Order, to be calculated once Underwriters Signed Lines are finalised.

PREMIUM PAYMENT TERMS: **PPC 5 (TOR) 4/86 (DIRECT)**

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Underwriters on or before midnight on 30 April 2023.

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Assured hereby agreeing to pay premium calculated at not less than pro rata temporis.

TAXES PAYABLE BY (RE) INSURED AND ADMINISTERED BY INSURERS: None

RECORDING, TRANSMITTING & STORING INFORMATION: Where Broker maintains risk and claim data/ information/ documents Broker may hold data/ information/ documents electronically.

INSURER CONTRACT DOCUMENTATION: This document details the contract terms entered into by the insurer(s) and constitutes the contract document. **No further contractual documentation to be produced.**

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

PROGRAM SUBLIMITS

(The following Program Sub-limits apply each occurrence, unless otherwise stated, and shall apply over this Policy and all other policies combined. Said Sub-limits shall not be construed to increase the Sum Insured / Limit of Liability of this Policy)

USD	50,000,000	Per Occurrence and Annual Aggregate Earthquake (limited to USD 10,000,000 Per Occurrence and Annual Aggregate any one entity)
USD	50,000,000	Per Occurrence and Annual Aggregate Flood (limited to USD 10,000,000 Per Occurrence and Annual Aggregate any one entity)
USD	50,000,000	Per Occurrence Extra Expense
USD	3,000,000	Business Interruption limit for Lamar Power Plant is included.
USD	1,000,000	Unintentional Errors & Omissions Annual Aggregate per Member

Other sublimits per CIRSA Property and Crime Coverage Policy

INFORMATION

Total Insured Values

- Buildings
- Contents
- Business Interruption
- Loss of Rents
- Extra Expense
- Valuable Papers
- Electronic Data Processing
- Accounts Receivable
- Fine Arts
- Mobile Equipment
- Employee Owned
- Law Animals
- Parks
- Athletic
- Outdoor Lighting
- Transformers
- Fencing
- Signage
- Swimming Pool Items
- General Outdoor Items
- Other Not Classified
- Vehicles

General Information:

The following information was provided to insurer(s) to support the assessment of the risk at the time of underwriting

Client Submission dated 06 September 2022 prepared by Alliant Pooling and seen by all participants hereon and held on file by Amwins Global Risks Limited

Loss History as advised to Amwins Global Risks Limited via email from Alliant Pooling dated 06 September 2022:

Year	**Net Loss As if of Current Deductibles**
2009	-
2010	-
2011	-
2012	-
2013	
2014	-
2015	
2016	-
2017	-
2018	-
2019	-
2020	-
2021	-
2022	-

All other Information as held on file with Amwins Global Risks Limited.

SCHEDULE

Policy No: B1230AP13307D23

1. Title of Assured: As per Risk Details

2. Address of Assured: As per Risk Details

3. Policy Period: As per Risk Details

4. Perils Insured: As per Risk Details

5. The Property or Interest: As per Risk Details

6. Property Location: As per Risk Details

7. Premium: As per Risk Details

8. **(a) PRIMARY INSURER(S)**

Coverage Layer	Total Limit of Liability for Primary Insurer(s)	Insurer	Participation	Policy No
I.	(TO BE ADVISED)	(TO BE ADVISED)	(TO BE ADVISED)	(TO BE ADVISED)

Underwriters waive agreement to all other Primary Insurer Information

(b) UNDERLYING EXCESS INSURER(S)

Coverage Layer	Total Limit of Liability for all Underlying Excess Insurer(s)	Insurer	Participation	Policy No

II. Underwriters waive agreement to all Underlying Excess Insurer Information

9. Primary and Underlying Excess Limit(s)

USD As per Risk Details ultimate net loss per occurrence subject to an aggregate limit of:

USD As per Risk Details any one Policy year in respect of the peril of Flood, and

USD As per Risk Details any one Policy year in respect of the peril of Earthquake

Which in turn excess of Self-Insured Retention, as peer Risk Details, and subject to sub limits as attached.

10.	Excess Limit(s)	USD As per Risk Details ultimate net loss per occurrence subject to an aggregate limit of: USD As per Risk Details any one Policy year in respect of the peril of Flood, and USD As per Risk Details any one Policy year in respect of the peril of Earthquake
11.	Notification of Claims to:	As per Risk Details
	Dated in London:	15 December 2022

If Business Interruption or other Time Element or Accounts Receivable, Royalty or Leasehold Insurance or similar coverage is afforded by this Insurance, Business Interruption Extension Endorsement 664THBNA00062, amended where applicable, must be attached hereto.

EXCESS PHYSICAL DAMAGE FORM
(U.S.A. AND CANADA)

1. **INSURING CLAUSE:**

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Underwriters agree to indemnify the Assured named in the Schedule herein in respect of Direct Physical loss or damage to the property described in Item 5 of the Schedule while located or contained as described in the Schedule, occurring during the period stated in the Schedule and caused by any such perils as are set forth in Item 4 of the Schedule and which are also covered by and defined in the Policy specified in the Schedule and issued by the "Primary Insurer(s)" stated therein.

2. **APPLICATION OF UNDERLYING PROVISIONS:**

In respect of the perils hereby insured against this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and Limits of Liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the Policy(ies) of the Primary Insurer(s) prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Policy of the Primary Insurer(s), then the premium hereon may be adjusted accordingly.

3. **LIMIT**:

Provided always that liability attaches to the Underwriters only after the Primary and Underlying Excess Insurer(s) have paid or have admitted liability for the full amount of their respective liability as set forth in Item 9 of the Schedule and designated "Primary and Underlying Excess Limit(s)" and then the limits of Underwriters Liability shall be those set forth in Item 10 of the Schedule under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such "Excess Limit(s)".

4. **MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS POLICY(IES) AND LIMITS:**

It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Items 8 and 9 of the Schedule shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the Policy year.

In the event of such reduction of the aggregate Limits of Liability of the Primary and Underlying Excess Insurances this Policy shall pay excess over the reduced aggregate limit. In the event of exhaustion of the aggregate Limits of Liability of the Primary and Underlying Excess Insurances this Policy, subject to all its provisions, shall continue in force as Primary Insurance in respect of the peril for which the aggregate Limit of Liability has been so exhausted and the deductible or self-insured amount if applicable to that peril, as set forth in the Policy of the Primary Insurer , shall apply to this Policy.

5. **UNCOLLECTIBILITY OF OTHER INSURANCE:**

Notwithstanding any of the terms of the Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the maximum monetary limits set forth in Item 9 of the Schedule (reduced only by reduction of any underlying aggregate limits as provided for in Clause 4 herein) regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer(s).

The risk of uncollectibility (in whole or part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer(s) or for any other reason, is expressly retained by the Assured and is not in any way or under any circumstances insured or assumed by Underwriters.

6. DEFINITIONS:

(a) Ultimate Net Loss: The words ”ultimate net loss” shall mean the loss sustained by the Assured as a result of the perils insured against by this Policy, limited by

(i) any sub-limits contained within this Policy or the Policy of the Primary and/or Underlying Excess Insurer(s), and

(ii) making deductions for all salvages, recoveries and other insurances (other than recoveries under the Policy of the Primary and Underlying Excess Insurer(s)).

(b) Policy Year The words “Policy year” shall be understood to mean the period in Item 3 of the Schedule

7. APPLICATION OF RECOVERIES:

All salvages, recoveries or payments recovered or received subsequent to loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Assured’s ultimate net loss has been finally ascertained.

8. CANCELLATION:

This insurance may be cancelled by the Assured at any time by written notice or by surrender of this Policy. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured’s address as shown in this insurance written notice stating when, not less than As per Risk Details days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Assured, the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Underwriters shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater

If this insurance shall be cancelled by or on behalf of the Underwriters, the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon, or the pro rata proportion of any minimum premium stipulated herein whichever is the greater

Payment or tender of unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. NOTIFICATION OF CLAIMS:

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 11 of the Schedule.

10. PRIORITY OF PAYMENT:

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary that in the event of a claim hereunder which involves more than one interest and/or coverage and/or peril, it shall be at the sole option of the Assured to apportion recovery under this Policy when submitting final proof of loss, subject to the overall amount of claim not exceeding the overall limit of liability contained herein for any one loss.

For the purpose of attachment of coverage for excess layers, it is further agreed that loss involving any interest and/or peril covered in primary or underlying excess layers, but not covered in higher excess layers, shall be recognised by such excess layers as eroding or exhausting the occurrence limits of the primary and/or underlying excess layer(s). Nothing herein, however, shall be deemed to extend coverage in such layer(s) to include loss from any interest and/or peril not covered in the excess layer(s) itself.

11. OCCURRENCE LIMIT OF LIABILITY:

The Limit of Liability or Amount of Insurance shown in Item 10 of the Schedule, or endorsed onto this Policy, is the total of the Insurer(s) liability applicable to each occurrence, as hereinafter defined. Notwithstanding any other terms and conditions of this Policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit or amount irrespective of the number of locations involved.

The term ‘Occurrence’ shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, if these perils are insured, one event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Assured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to any covered property occurs, during the period of this Policy.

The premium for this Policy is based upon the Statement of Values on file with the Underwriters, or attached to this Policy. In the event of loss hereunder, liability of the Underwriters, subject to terms of paragraph one (1) above, shall be limited to the least of the following:

a. The actual adjusted amount of loss, less applicable deductible(s)

b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest Statement of Values on file with Underwriters, less applicable deductible(s).

c. The Limit of Liability or Amount of Insurance shown in Item 10 of the Schedule, or endorsed onto this Policy.

664THBNA00061A (amended)

BUSINESS INTERRUPTION EXTENSION

It is understood and agreed that this Insurance extends to cover Business Interruption and other Time Element coverage (as insured under the Policy/ies of the Primary and Underlying Excess Insurers) consequent upon the loss of or damage to the Property insured hereby.

The Primary and Underlying Excess Limit(s) and the Excess Limit(s) as set out in Items 9 and 10 of the Schedule are inclusive of Damage to Property and Business Interruption and other Time Element coverage.

664THBNA00062 (amended)

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962
06/02/03

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2920

U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390
09 January 2020

FRAUDULENT CLAIMS CLAUSE

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

664THBNA00194

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

COMMUNICABLE DISEASE ENDORSEMENT
(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

   2.1. for a Communicable Disease, or

   2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

   3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

   3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393
25 March 2020

PROPERTY CYBER AND DATA ENDORSEMENT

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400
11 November 2019

PERMISSION FOR EXCESS INSURANCE

Permission is granted by the “Insurers” for the Insured to purchase excess insurance over the Limits of Liability set forth in this “policy” without prejudice to this “policy”, and the existence of such excess insurance, if any, shall not reduce any liability under this “policy”.

Territorial Exclusion: Belarus, Russia and Ukraine

Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

i. entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
ii. property or asset located in an **Excluded Territory**
iii. individual that is resident in or located in an **Excluded Territory**;
iv. claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**; or
v. payment in an **Excluded Territory**.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, **“Excluded Territory”** means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

All other terms, conditions and exclusions remain unchanged.

LMA5583A
26 April 2022

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the nominee set forth in Risk Details and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

24/4/86
NMA1998

SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London | EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

SECURITY DETAILS

ORDER HEREON: As per Underwriters' Signed Lines

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS: Without Disproportionate Signing

In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1230AP13307D23

Date contract printed to PDF: 10:22 22 December 2022

SIGNED UNDERWRITERS

Atrium Underwriters Limited

ATRIUM AUW 0609

5.500000% **Written**	p	d	f	j	v	m	y	2	3	a	f	x				per nyl P7

5.500000% **Signed**

10:21 22 December 2022
Lloyd's Underwriter Syndicate No. 0609 AUW, London, England
Ellen Hathaway
Bound as Slip Leader, Lloyd's Leader

Subjectivities

PLEASE DELETE FROM BASIS OF AGREEMENT TO CONTRACT CHANGES:

Notwithstanding "All amendments to be agreed" or similar on Underwriters Stamp or any General Underwriters Agreement it is agreed to accept any additions/deletions (including Monthly/Quarterly Reports) up to 20% of the total values at inception (unless otherwise stated in the Monthly/Quarterly Reporting Endorsement) including new locations and/or new Insureds with agreement of Slip Leading Underwriter only

Deadline N/A **Status** Subjectivity has been satisfied

Line Conditions

Line to Stand

SETTLEMENT INFORMATION

Allocation of Premium to Coding

P7 at 100.000000%

Allocation of Premium to Year of Account

2023

Terms of Settlement

Settlement Due Date:	30 April 2023
Instalment Premium Period of Credit:	0 day(s)
Adjustment Premium Period of Credit:	0 day(s)

Lloyd's Underwriter Syndicate No. 0609 AUW, London, England
Bureau Leader and Lloyd’s Leader

Ellen Hathaway

POLICY NUMBER: EAF650183-23

COMMON POLICY DECLARATIONS

AXIS SURPLUS INSURANCE COMPANY **233 SOUTH WACKER DRIVE, SUITE 3510** **CHICAGO, IL 60606**	**AMWINS INSURANCE BROKERAGE, LLC** **3630 PEACHTREE ROAD NE, SUITE 1700** **ATLANTA, GA 30326**

NAMED INSURED: Colorado Intergovernmental Risk Sharing Agency

MAILING ADDRESS: 3665 Cherry Creek North Drive
Denver, CO 80209

POLICY PERIOD: FROM January 01, 2023 TO January 01, 2024 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION	Municipality

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
BOILER AND MACHINERY COVERAGE PART	$
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART	$
COMMERCIAL AUTOMOBILE COVERAGE PART	$
COMMERCIAL GENERAL LIABILITY COVERAGE PART	$
COMMERCIAL INLAND MARINE COVERAGE PART	$
EXCESS PROPERTY COVERAGE PART	$
CRIME AND FIDELITY COVERAGE PART	$
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	$
FARM COVERAGE PART	$
LIQUOR LIABILITY COVERAGE PART	$
POLLUTION LIABILITY COVERAGE PART	$
PROFESSIONAL LIABILITY COVERAGE PART	$
INSPECTION FEE	$
INSURED PURCHASED TRIA TERRORISM COVERAGE ☒NO ☐ YES	$
TOTAL:	$

Premium shown is payable: $ at inception.

This contract is delivered as a surplus lines coverage under the “Nonadmitted Insurance Act”. The insurer issuing this contract is not licensed in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the “Colorado Insurance Guaranty Association Act”.

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FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):		
01	AXIS Surplus Common Policy Declarations – ES 024 1020	
02	Notice to Policyholder – ES 115 0106	
03	Policyholder Notice – Colorado - AXIS 105 (03-16)	
04	State Fraud Statements – AXIS 104 (04-15)	
05	Brokers Manuscript Form	
06	Minimum Earned Premium Clause – Percentage – Endorsement A - ES 106 0106	
07	Joint or Disrupted Loss Agreement – Endorsement B – ES 210 0509	
08	Cancellation Endorsement – Endorsement C – ES 204 0408	
09	Commercial Property Exclusion Endorsement – Endorsement D – ES 068 0106	
10	Absolute Cyber Exclusion – Endorsement E – AXIS 1012489 06 22	
11	Excess Mold, Fungi, Wet Or Dry Rot, And Bacteria Exclusion Endorsement – Endorsement F – ES 074 0106	
12	Nuclear, Chemical and Biological Exclusion Endorsement – Endorsement G – ES 116 0608	
13	Exclusion of Loss or Damage Due to Virus or Bacteria – Endorsement H - AXIS 1012682 0520	
14	Terrorism Exclusion Endorsement – Endorsement I – AXIS TERROR EXCLUSION 01 06	
15	Service of Suit – Colorado - AXIS 106 02 20	
16	AXIS Surplus Signature Page – AXIS 102 ASIC (04-15)	
17	Claim Notice – ES 036 0220	

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

For Claims Made Policies - the following applies:

This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy period or any applicable extended reporting period.

For Policies where a Fee is being charged, the following applies:

The cost of the insurance coverage provided herein includes a fee to a wholesale intermediary in addition to the premium charges.

Broker Name/Initials: Amwins Insurance Brokerage, LLC

Colorado Premium: ____________
Fees: ____________
Surplus Lines Tax: ____________

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NOTICE TO POLICYHOLDER

This policy is composed of various forms explaining the insurance coverage provided. It may also include one or more endorsements. Endorsements are documents that change the policy. Endorsements may provide additional coverage to the policy. Endorsements can also restrict or remove coverage provided in the policy. THE POLICY SHOULD BE READ CAREFULLY TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

As the context may require, the words "you", "your", "Insured", and "the Insured" refer to the Named Insured shown on the Declarations Page. The words "we", "us", "our", "Company", "the Company", and "this Company" refer to the Company providing this insurance.

POLICYHOLDER NOTICE

COLORADO

This contract is delivered as surplus line insurance under the Nonadmitted Insurance Act. The insurer issuing this contract is not admitted in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the Colorado Insurance Guaranty Association Act."

If your policy is written on a claims-made basis, the following applies:

This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy Period or any applicable extended reporting Period.

This policy is issued by an insurance company that is not regulated by the Colorado Division of Insurance. The insurance company may not provide claims service and may not be subject to service of process in Colorado. If the insurance company becomes insolvent, insureds or claimants will not be eligible for protection under Colorado insurance law.

This contract is required to be initialed by, or bear the name of, the procuring Colorado surplus lines broker.

STATE FRAUD STATEMENT

ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison or any combination thereof.

ARKANSAS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS

A “fraudulent insurance act” means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

LOUISIANA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NEW YORK

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

A. The misinformation is material to the content of the policy;

B. We relied upon the misinformation; and

C. The information was either:

   1. Material to the risk assumed by us; or

2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

PENNSYLVANIA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

RHODE ISLAND

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

TENNESSEE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VIRGINIA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

INSURANCE POLICY
FOR
COLORADO INTERGOVERNMENTAL
RISK SHARING AGENCY (CIRSA)

In consideration of the premium payable in accordance with Section 8, the below signed company(ies) (hereinafter referred to as the Insurer) agree(s) to insure the Named Insured (hereinafter referred to as the Insured) as per the terms and conditions of the following Contract.

1. Named Insured

Colorado Intergovernmental Risk Sharing Agency

2. Mailing Address:

3665 Cherry Creek North Drive

Denver, CO 80209

3. Term

This policy attaches at 12:01 a.m., Local Standard Time, January 1, 2023 to 12:01 a.m., Local Standard Time, January 1, 2024.

4. Territory

This policy covers worldwide.

5. Participation

This policy covers 100% interest in this insurance and the subscribing Insurer(s) are not liable for more than their indicated percentages of this insurance

6. Limits of Liability

$	2,375,000	Per Occurrence
		Part of
$	25,000,000	Per Occurrence
		Excess of
$	25,000,000	Per Occurrence, which in turn excess of underlying deductibles

7. Program Sublimits

The Company will not be liable for more than its proportionate share of the following program sublimits of insurance and aggregate sublimits of insurance, in any one occurrence. These sublimits of insurance are part of and not in addition to the occurrence limit of insurance above:

$	10,000,000	Per Occurrence and Annual Aggregate on Flood any one entity, with maximum of $50,000,000 Per Occurrence and Annual Aggregate

$	10,000,000	Per Occurrence and Annual Aggregate on Earthquake any one entity, with maximum of $50,000,000 Per Occurrence and Annual Aggregate
$	50,000,000	Per Occurrence Extra Expense
$	3,000,000	Business Income Limit for Lamar Power Plant (above underlying deductibles)
$	1,000,000	Unintentional Errors & Omissions each loss and annual aggregate for each member
		Other sublimits per underlying Colorado Intergovernmental Risk Sharing Agency (CIRSA) Coverage Document are per member per CIRSA policy.

8. Deductible

$	1,000,000	Per Occurrence, except
$	5,000,000	Per Occurrence Wind and Hail
		Flood coverage in National Flood Insurance Program (NFIP) zone A flood will be provided for losses to properties eligible for coverage through the National Flood Insurance Program (NFIP), but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued for $1,000,000 or more.

9. Coverage

This policy will follow form with Colorado Intergovernmental Risk Sharing Agency "CIRSA Property and Crime Policy" Coverage Part I (First Party Property) policy period 01/01/2023-01/01/2024.

All other Coverage Parts are excluded.

Flood coverage in National Flood Insurance Program (NFIP) zone A flood will be provided for losses to properties eligible for coverage through the National Flood Insurance Program (NFIP), but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued for $1,000,000 or more. Properties not eligible for NFIP will be covered.

It is agreed that this policy excludes coverage for direct physical loss or damage to any overhead transmission lines, distribution lines or structures supporting those lines, and loss of business income resulting from such direct physical loss or damage. This exclusion does not include street lights, traffic lights and other similar items.

10. Premium/Rate

$	Annual Deposit Premium adjustable at expiration based on inception values of Premium shall be adjustable at expiration based on an annual rate of of Average Annual Values.

11. Premium Adjustment/Audit

Additions of any new entity, during the policy year with property values of $25,000,000 or greater must be reported upon the effective date of coverage to the Company and an approval will be requested from this term's lead market (to be determined each renewal) and everyone will follow accordingly.

Additions, including builder’s risk at completed project value, newly acquired locations during the policy year with property values of $25,000,000 or greater must be reported to the Company.

Pro rata premium adjustments will be made based on the rates outlined above. These changes will be made by endorsement.

Additions, including builder's risk at completed project value, newly acquired locations and new entities; during the policy year with property values less than $25,000,000 will be automatically added to coverage. For these additions, premium adjustments will be made at the end of year audit.

Premium adjustments due to valuation changes during the policy year for those entities currently on the policy will be made at the end of year audit.

At audit, end of year premium adjustments will be calculated by taking the average of the values at inception and expiration (not including those entities added on a pro rata basis during the policy year) and applying the applicable rates then subtracting the deposit premium from the total. A negative end of year premium adjustment will be the amount returned to the Insured. A positive end of year premium adjustment will be the amount charged by the Company.

For the purposes of the end of year premium adjustments, the values at inception are: property values and auto physical damage values total values

12. Definitions

Occurrence

The term "Occurrence" as used herein means an accident or "event", including continuous or repeated exposure to the same generally harmful conditions.

It is further agreed that for the purpose of this insurance, all losses caused by windstorms, cyclones or tornadoes, hail, sleet, or atmosphere disturbance occurring during each period 72 consecutive hours shall be considered one "occurrence" whether such windstorms, cyclones or tornadoes, hail, sleet, or atmospheric disturbance were continuous or sporadic in their sweep or scope, and irrespective of whether same was due to the same meteorological or geological condition.

Each loss by Flood shall constitute a single Occurrence if any Flood occurs within a period of the continued rising or overflow of any body of water and the subsidence of same.

Earthquake and volcanic action that occur within 168 hour period will constitute a single occurrence.

Each "condition" shall be deemed to commence on the first happening of any material damage from windstorms, cyclones or tornadoes, hail, sleet, earthquake, volcanic action or atmospheric disturbance not within the period of any previous "occurrence".

13. Cancellation

This policy may be canceled at any time at the request of the Insured and may also be canceled by the Insurer by delivering or mailing to the Insured's Department of Insurance ninety (90) days written notice of intent to cancel, or ten (10) days written notice of intent to cancel for nonpayment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in this notice shall become the end of the policy period. Delivery of such written notice either by the Insured or this Insurer shall be equivalent to mailing.

Cancellation shall not affect coverage on any shipment already in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted at the point of final destination.

14. Priority of Payments

In determining the amount of loss from any one occurrence for which this policy is excess, the combined total loss, damage or expense caused by any peril or perils resulting in covered loss or damage to any property or coverages insured under any underlying insurance shall be used, even though all such perils, property or coverages may not be insured under this policy.

All claims payments made under any underlying insurance shall first apply to those perils, property or coverages not insured against by this policy. Upon exhaustion or diminishment of any underlying policy limits, this policy shall drop down and be liable for the amount of loss in excess or any remaining or exhausted limits attributed to such underlying policy but only as respects perils or coverages insured under this policy and subject to the limit and sublimits of this policy.

15. Drop Down Clause (Applicable to Excess Placements):

In the event of reduction or exhaustion of the aggregate limit(s) designed in the primary and underlying policy(ies), it is hereby understood and agreed that such insurance afforded by this policy shall apply excess of the reduced or exhausted underlying limits.

Excess policies shall recognize for purposes of exhaustion or reduction of limits loss, damage and expense insured by the primary and other underlying policy(ies) even if such loss, damage and expense would not be insured by this excess policy.

16. Signed Adjustor

It is agreed that at the Insured's option, the Company will use Engle Martin for the adjustment of all claims made against this Policy. This assignment may be changed by mutual consent of the Insured and the Company.

17. Notice of Loss

As soon as reasonable after an occurrence of loss or damage is known by the Insured's Home Office Insurance Department, they shall report such occurrence to Insurer(s) and/or their designated adjuster. However, the Insured is not obligated to report occurrences which, in the opinion of the Insurance Department, will not exceed the applicable underlying deductible.

18. Proof and Suits

It is understood and agreed that the conditions of this policy relating to the time for filing proofs and the commencement of suit or action at law are waived, provided, however, that the Insured will use due diligence to present proofs at as early a date as will be practicable. The maximum time for commencement of suits or action at law is two (2) years after the date of loss.

19. Payment of Loss

Loss is to be adjusted with and made payable to the Insured, or as otherwise directed. All losses shall be due and payable no later than thirty (30) days after presentation, acceptance of proofs of loss by this Insurer or its appointed representative.

Subject to the foregoing, permission is granted to partially adjust claims for presentation, acceptance and payment.

20. Reinstatement

Except for the application of aggregate limits applicable to flood and earthquake, any loss under this policy shall not reduce the amount of insurance provided by this policy.

21. Arbitration

If the Insured and Insurers fail to agree on the amount of adjusted loss, each, upon written demand either of the Insured or of the Insurers made within thirty (30) days after receipt of proof of loss by the Insurer, shall select a competent and disinterested appraiser. The appraisers will then select a competent and disinterested umpire. If they should fail for fifteen (15) days to agree upon such umpire, then upon the request of the Insured or of this Insurer such umpire shall be selected by a judge of court of record in the county and state in which such appraisal is pending. Then at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Insurer shall each pay their chosen appraiser, and shall bear equally the other expenses of the appraisal and of the umpire.

22. Subrogation & Recoveries

Any release from liability entered into by the Insured prior to loss hereunder, other than as previously provided in this policy, shall not affect this policy nor the right of the Insured to recover hereunder. The right of subrogation against the Insured or subsidiary or affiliated corporations or companies or any other corporations or companies associated with the Insured through ownership or management is waived.

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefor. The Insured shall execute all papers required and shall do anything that may be necessary at the expense of the Insurer to secure such right. The Insurer will act in concert with all other interests concerned, i.e., the Insured and other company(ies) participating in any loss, in the exercise of such rights of recovery. As a result of subrogation, or other efforts, if any amount is recovered, the net amount recovered shall be divided between the interests concerned in the proportion of their respective interests. Necessary expenses shall be divided between the interests concerned in proportion of their respective recoveries. If there should be no recovery, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.

23. Errors and Omissions

No unintentional error or omission made by the Insured shall void or impair the insurance hereunder, but shall be corrected when discovered.

24. Titles

Titles of paragraphs of this form and any subsequent endorsements are used solely for convenience of reference and do not limit, increase, or change the provisions to which they relate.

25. Endorsements

Changes in the terms and conditions of this policy will be made by numbered endorsements.

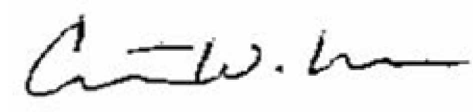
26. Assistance & Cooperation of Insured

The Insured shall cooperate with this Insurer, and, upon this Insurer's request and expense, shall assist in effecting settlements, securing and giving evidence, obtaining and attendance of witnesses, and in the conduct of suits.

Attached to and forming a part of policy number EAF650183-23

Of the Axis Surplus Specialty Insurance Company

Issued to Colorado Intergovernmental Risk Sharing Agency



Authorized Signature

Named Insured		Endorsement Number
Colorado Intergovernmental Risk Sharing Agency		A
Policy Number	**Policy Period**	**Effective Date of Endorsement**
EAF650183-23	01/01/2023 to 01/01/2024	01/01/2023
Issued By		**Endorsement Issue Date**
AXIS Surplus Insurance Company		01/01/2023

This endorsement changes the policy. Please read it carefully.

MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE

In the event of cancellation of this policy by the Insured, a minimum earned premium of 35% of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the Company to cancel. In the event if such cancellation by the Company for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the Insured remits the full premium due within 10 days of receiving it.

In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum premium.

Named Insured		Endorsement Number
Colorado Intergovernmental Risk Sharing Agency		B
Policy Number	**Policy Period**	**Effective Date of Endorsement**
EAF650183-23	01/01/2023 to 01/01/2024	01/01/2023
Issued By		**Endorsement Issue Date**
AXIS Surplus Insurance Company		01/01/2023

This endorsement changes the policy. Please read it carefully.

JOINT OR DISPUTED LOSS AGREEMENT

A. This endorsement is intended to facilitate payment of insurance proceeds when:

1. Both a boiler and machinery policy and this commercial property policy are in effect;

2. Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and

3. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.

B. This endorsement does not apply if:

1. Both the boiler and machinery insurer(s) and we do not admit to any liability; and

2. Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.

C. The provisions of this endorsement apply only if all of the following requirements are met:

1. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;

2. The damage to the Covered Property was caused by a loss for which:

   a. Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or

   b. Either:

      (1) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:

         (a) All liability exists under the boiler and machinery policy; or

         (b) Some liability exists under both the boiler and machinery policy and this commercial property policy;

(2) We do not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:

(a) All liability exists under this commercial property policy; or

(b) Some liability exists under both the boiler and machinery policy and this commercial property policy; or

(3) Both the boiler and machinery insurer(s) and we:

(a) Do not admit to any liability for payment; and

(b) Contend that some or all liability exists under the other insurer's policy; and

3. The total amount of the loss is agreed to by you, the boiler and machinery insurer(s) and us.

D. If the requirements listed in Paragraph C. above are satisfied, we and the boiler and machinery insurer(s) will make payments to the extent, and in the manner, described as follows:

1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of the loss that is in disagreement.

2. The boiler and machinery insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.

3. Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.

4. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.

5. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no boiler and machinery policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.

6. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

E. Arbitration

1. If the circumstances described in Paragraph C.2.a. exist and the boiler and machinery insurer(s) and we agree to submit our differences to arbitration, the boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.

2. If any of the circumstances described in Paragraph C.2.b. exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.

3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

F. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

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Named Insured		Endorsement Number
Colorado Intergovernmental Risk Sharing Agency		C
Policy Number	**Policy Period**	**Effective Date of Endorsement**
EAF650183-23	01/01/2023 to 01/01/2024	01/01/2023
Issued By		**Endorsement Issue Date**
AXIS Surplus Insurance Company		01/01/2023

This endorsement changes the policy. Please read it carefully.

CANCELLATION ENDORSEMENT

Any Cancellation provision in this policy is replaced by the following. If the policy does not contain a Cancellation provision, the following is added to the policy:

(1) This insurance may be canceled by the Insured at any time by written notice or by surrender of this Policy. This insurance may also be canceled by the Company by delivering or mailing to the Insured written notice by registered, certified or other first class mail, at the Insured's last mailing address as shown on or endorsed to this insurance policy. Notice of cancellation will state the effective date of cancellation, not less than 30 days, 10 days for non-payment of premium.

(2) The mailing of such notice shall be sufficient proof of notice and this insurance policy shall terminate at the date and hour specified in such notice.

(3) If the Company cancels, the refund will be pro rata. If the Insured cancels, the refund may be less than pro rata.

(4) Payment of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

(5) If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended to be equal to the minimum period of limitation permitted by such law.

Named Insured		Endorsement Number
Colorado Intergovernmental Risk Sharing Agency		D
Policy Number	**Policy Period**	**Effective Date of Endorsement**
EAF650183-23	01/01/2023 to 01/01/2024	01/01/2023
Issued By		**Endorsement Issue Date**
AXIS Surplus Insurance Company		01/01/2023

This endorsement changes the policy. Please read it carefully.

COMMERCIAL PROPERTY EXCLUSION ENDORSEMENT

1. EXCLUSIONS

A. POLLUTANTS AND CONTAMINANTS EXCLUSION

1. As used in this endorsement, Pollutants or Contaminants means:

   a. Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

   b. Pollutants or contaminants include, but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property. Pollutants or contaminants include, but are not limited to bacteria, fungi, mold, mildew, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.

2. This policy does not cover any of the following.

   a. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of pollutants or contaminants, however caused;

   b. The expense or cost to extract or remove pollutants or contaminants from debris;

   c. The expense or cost to extract or remove pollutants or contaminants from land or water;

   d. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;

   e. The costs associated with the enforcement or any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants or contaminants;

f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by pollutants or contaminants, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;

g. Any cost to store or otherwise dispose of any property because pollutants or contaminants infect the property; or

h. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

B. ASBESTOS, DIOXIN OR POLYCHLORINATED BIPHENOLS MATERIALS EXCLUSION

In this exclusion, Asbestos, Dioxin, and Polychlorinated Biphenols are all referred to as "Materials." This policy does not cover loss or damage caused directly or indirectly by any of the following:

1. Removal of such "Materials" from any goods, products, structures or debris;

2. Demolition, increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such "Materials";

3. Any governmental direction or request declaring that such "Materials" present in or part of or utilized in any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or

4. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

C. NUCLEAR EXCLUSION CLAUSE

1. The Company shall not be liable for loss or damage by nuclear reaction, nuclear radiation or radioactive contamination, however caused.

2. This policy will not cover any cost or expense to defend any claim or suit or pay any damages, loss or expense or obligation, resulting from nuclear reaction, nuclear radiation or radioactive contamination, however caused.

D. Fines or Penalties

This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

2. ATTACHMENT OF COVERAGE

Coverage provided by the Underlying Insurance for exclusions provided by this endorsement, will not affect the terms and conditions as set forth by this endorsement. This policy will not recognize any such limits as eroding or exhausting limits provided thereunder, whether collectible or not; and this policy shall not cover as excess insurance or contribute with such other insurance for loss or damage excluded by this endorsement.

Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
E	12:01 a.m. on 01/01/2023	EAF650183-23	Included

ABSOLUTE CYBER EXCLUSION

It is agreed that:

Notwithstanding anything to the contrary in this policy, or any endorsement to this policy, there is no coverage under this policy for any loss, damage, cost or expense caused by, contributed to, or resulting from the following, regardless of any other cause or event contributing concurrently or in any other sequence to such loss, damage, cost or expense:

A. Alteration, corruption, destruction, distortion, deletion or damage to electronic data;
B. Transmission or receipt of malicious code;
C. Unauthorized access or unauthorized use of a computer system;
D. Failure of, interruption of, loss of use, loss of access to computer systems; or
E. Errors in configuring computer systems.

As used in this endorsement:

“Computer programs” means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

‘Electronic data” means information, facts or ’computer programs” stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.

All other provisions of the Policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Named Insured		Endorsement Number
Colorado Intergovernmental Risk Sharing Agency		F
Policy Number	**Policy Period**	**Effective Date of Endorsement**
EAF650183-23	01/01/2023 to 01/01/2024	01/01/2023
Issued By		**Endorsement Issue Date**
AXIS Surplus Insurance Company		01/01/2023

This endorsement changes the policy. Please read it carefully.

EXCESS MOLD, FUNGI, WET OR DRY ROT, AND BACTERIA EXCLUSION ENDORSEMENT

1. EXCLUSIONS:

   This policy does not cover:

   A. Loss or damage caused directly or indirectly by mold or other fungi, wet or dry rot, or bacteria.

   B. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold or other fungi, wet or dry rot, or bacteria.

   C. Any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

   This mold or other fungi, wet or dry rot, or bacteria exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

2. DEFINITIONS

   A. Mold or other fungi means:

   (1) any type or form of mold or mildew;

   (2) any other type or form of fungus; or

   (3) any mycotoxin, spore, scent or byproduct that is produced or released by such mold, mildew or other fungus.

   B. Bacteria means:

   (1) any type or form of bacterium; or

   (2) any byproduct that is produced or released by such bacterium.

3. ATTACHMENT OF COVERAGE

For the purpose of attachment of coverage, mold or other fungi, or bacteria as defined and excluded by this endorsement, and wet or dry rot as excluded by this endorsement, but covered by any Underlying Insurance, will not affect the terms and conditions of this policy. Nor shall such mold or other fungi, wet or dry rot, or bacteria loss covered or payable under any Underlying Insurance be recognized by this policy as eroding or exhausting the limit(s) of such Underlying Insurance.

Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
G	12:01 a.m. on 01/01/2023	EAF650183-23	Included

This endorsement changes the policy. Please read it carefully.

NUCLEAR, CHEMICAL AND BIOLOGICAL EXCLUSION ENDORSEMENT

The following exclusions are added to your Policy.

This insurance does not apply to:

A. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.

B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy, however such dispersal, application, release or exposure may have been caused.

C. This exclusion applies to all coverage under the Policy notwithstanding any coverage extension or any other endorsement.

Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
H	12:01 a.m. on 01/01/2023	EAF650183-23	Included

EXCLUSION OF LOSS OR DAMAGE DUE TO VIRUS OR BACTERIA

It is agreed that the following exclusion shall be added to the policy:

Virus or Bacteria Exclusion

We will not pay for loss or damage to covered property caused by, arising out of or resulting from, contributed to or made worse by, actual, alleged or suspected presence of any virus, bacterium or microorganism that induces or is capable of inducing physical distress, illness or disease. Nor will we pay:

1. The expense or cost to extract or remove such a virus, bacterium or microorganism from covered property;

2. The costs associated with the enforcement of any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of such a virus, bacterium or microorganism;

3. The expense or costs associated with the enforcement of or compliance with of any ordinance or law which requires the total or partial, temporary or permanent, interruption, closure or cessation of business;

4. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by such a virus, bacterium or microorganism, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters; or

5. Any cost to store or otherwise dispose of any property because of the presence of such a virus, bacterium or microorganism in or on covered property.

This exclusion applies to all coverage under all forms and endorsements that comprise this coverage part or policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

With respect to loss or damage subject to this exclusion, the terms of this exclusion shall supersede any exclusion pertaining to pollutants.

As used in this endorsement:

The term “we” means the company providing this insurance.

The term “covered property” shall have the same meaning as set forth in the policy and shall have the same meaning as the term “insured property” (wherever such term is used in policy).

The terms of this exclusion, or the inapplicability of this exclusion to any particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this coverage part or policy.

All other provisions of the Policy remain unchanged.

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Named Insured		Endorsement Number
Colorado Intergovernmental Risk Sharing Agency		I
Policy Number	**Policy Period**	**Effective Date of Endorsement**
EAF650183-23	01/01/2023 to 01/01/2024	01/01/2023
Issued By		**Endorsement Issue Date**
AXIS Surplus Insurance Company		01/01/2023

This endorsement changes the policy. Please read it carefully.

TERRORISM EXCLUSION ENDORSEMENT

A. The following exclusion is added:

Any other provision of this policy notwithstanding, this insurance does not cover loss, damage, injury, expense, cost or legal obligation directly or indirectly resulting from or arising out of or in any way related to any:

1. "Terrorism Act"; or

2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Terrorism Act."

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, injury, expense, cost or legal obligation.

This exclusion applies whether or not the "Terrorism Act" was committed in concert with or on behalf of any organization or government.

B. As used in this endorsement:

"Terrorism Act" means any act, preparation in respect of action or the threat of action that:

1. Involves violence or is dangerous to human life or tangible or intangible property (including electronic, communications, information or mechanical systems or infrastructure), and

2. Reasonably appears to be intended, in whole or in part, to:

a. Intimidate or coerce a civilian population or any segment of a civilian population; or
b. Disrupt any segment of the economy of one or more nations; or
c. Overthrow or influence the policy or conduct of a government; or
d. Respond to any governmental action or policy.

"Terrorism Act" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

"Terrorism Act" includes the intentional dispersal or application of pathogenic, or poisonous biological or chemical materials and shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this policy.

SERVICE OF SUIT

COLORADO

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance

Attn: Claims Administrator

10000 Avalon Blvd.

Suite 200

Alpharetta, GA 30009

SIGNATURE PAGE

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.

Secretary	President
Andrew Weissert, Secretary	Carlton Maner, President

CLAIM NOTICE

To report a new claim notice/loss, please notify:

AXIS U.S. INSURANCE

During business hours of 8:30 AM EST to 4:30 PM EST.

Mailing Address
PO Box 4470
Alpharetta, GA 30023

Shipping Address
10000 Avalon Blvd
Suite 200
Alpharetta, GA 30009

Phone: (678) 746-9400
Fax: (678) 746-9315
Toll Free Fax: (866) 770-5629
E-mail: USClaimNoticeATL@axiscapital.com

After business hours
Please contact Cunningham Lindsey at 1-800-621-5410.

StarStone Specialty Insurance Company

Company Address:

Harborside 5
185 Hudson Street, Suite 2600
Jersey City, NJ 07311
(201) 743-7700
www.corespecialty.com

To Report a Claim:

Contact the Company at (201) 743-7700 or
send an email to: claims@corespecialty.com

To File a Complaint

Contact your Insurance Agent, or
Contact the Company at (201) 743-7700 or
Contact your State Director of Insurance

SURPLUS LINES POLICYHOLDER NOTIFICATION

STATE OF COLORADO

THIS CONTRACT IS DELIVERED AS SURPLUS LINE COVERAGE UNDER THE "NONADMITTED INSURANCE ACT". THE INSURER ISSUING THIS CONTRACT IS NOT LICENSED IN COLORADO BUT IS AN APPROVED NONADMITTED INSURER. THERE IS NO PROTECTION UNDER THE PROVISIONS OF THE COLORADO GUARANTY ASSOCIATION ACT.

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

For Claims Made Policies - the following applies:

This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy period or any applicable extended reporting period.

For Policies where a Fee is being charged, the following applies:

The cost of the insurance coverage provided herein includes a fee to a wholesale intermediary in addition to the premium charges.

Broker Name/Initials: Amwins Insurance Brokerage, LLC

Colorado Premium: ________________

Fees: ________________

Surplus Lines Tax: ________________

201 E. Fifth Street
Suite 1200
Cincinnati, OH 45202
www.corespecialty.com

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STARSTONE SPECIALTY INSURANCE CO.

FOLLOW FORM GENERAL PROPERTY DECLARATIONS

This Declaration Page is attached to and forms part of the Policy as defined herein.

Policy Number: H84835221CSP **Renewal Of: H84835210CSP**

POLICY PERIOD:
Effective Date: 1/1/2023 Expiration Date: 1/1/2024
(12:01 A.M. Standard Time at the address of the Named Insured as stated herein)

Named Insured and Mailing Address:	Colorado Intergovernmental Risk Sharing Agency 3665 Cherry Creek North Drive Denver, CO 80209
Producer Named and Address:	Bob Stewart/ Darron Johnston AmWINS - Atlanta, GA 3630 Peachtree Road NE Atlanta, GA 30326
Description of Operations:	**Municipality**

Property Insurance

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

PREMIUM and FEES:
This policy consists of the following coverage for which premium is indicated. This premium may be subject to adjustment:

Commercial Property Coverage:	
TRIA:	Rejected
Inspection Fee:	$N/A
TOTAL:	

Minimum Earned Premium: 35%

Forms and Endorsements: See attached Schedule of Forms and Endorsements, CSI-CPN-202-0720

201 E. Fifth Street
Suite 1200
Cincinnati, OH 45202
www.corespecialty.com

Primary Insurance Company:

Name of Insurer:	N/A
Policy Number:	N/A
Limit of Liability:	N/A

Issuing Company: StarStone Specialty Insurance Company

Total Insured Values: per schedule on file with the Company

Perils Insured: All Risks of direct physical loss or damage including Flood and Earthquake as defined in Primary Policy

Property Covered: Real and Personal Property
Business Interruption – Gross Earnings/Extra Expense
And as more fully defined in the policy form as defined in Primary Policy

Total Limit of Liability applicable to this policy: $4,875,000 (19.50%) part of $25,000,000 in excess of $25,000,000 per occurrence except; Annual Aggregate Limit for Flood and Earthquake as well as other applicable sublimits

THESE DECLARATIONS, ALL INFORMATION AND MATERIALS MADE AVAILABLE BY OR ON BEHALF OF THE INSUREDS DURING THE UNDERWRITING PROCESS FOR THIS POLICY OR OTHERWISE INCLUDED WITHIN THE DEFINITION OF APPLICATION IN THE FOLLOWED POLICY, AND THIS POLICY FORM INCLUDING ATTACHED ENDORSEMENTS CONSTITUTE THE INSURANCE POLICY. ("Policy")

2/1/2023 Joseph E (Jeff) Consolino

Date of Issuance President, Joseph E Consolino

Authorized Representative, Robert Kuzloski

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FORMS AND ENDORSEMENTS SCHEDULE

The following Parts all attach to and form a part of this policy.

FORM NUMBER	FORM NAME
CSI-CPN-201-0720	Cover Page
CSI-CSN-806-0421	Surplus Lines Policyholder Notifications_ Colorado
CSI-CPD-102-0622	Manuscript Policy Declarations
CSI-CPN-202-0720	Forms and Endorsement Schedule
CSI-CPN-203-0720	Policy Holder Notification – Fraud Notice
CSI-CPN-204-0720	Policy Holder Notification – OFAC
CSI-CPN-205-0622	Notice of Claims Reporting
CSI-CPN-206-0720	Notice of Privacy Policies and Practices
	Manuscript
CSI-CPE-003-0622	Asbestos Coverage Endorsement
CSI-CPE-004-0622	Mold, Mildew, and Fungi Exclusion Endorsement
CSI-CPE-005-0622	Pollution Endorsement (Sublimited)
CSI-CPE-006-0622	Minimum Earned and Wind Minimum Earned Premium Endorsement
CSI-CPE-010-0622	Terrorism Exclusion Endorsement
CSI-CPE-032-0622	Exclusion of Loss Due to Virus and Other Microorganisms Endorsement
CSI-CPE-033-0622	Nuclear, Biological, Chemical, and Radiological Exclusion Endorsement
CSI-CPE-034-0622	War or Warlike Action Exclusion Endorsement
CSI-CPE-035-0622	Cyber, Electronic Data and Systems Exclusion Endorsement
CSI-CPE-037-0622	Service of Suit Endorsement
CSI-CPE-048-0622	Several Liability Endorsement
CSI-CPE-054-0622	Pre-Existing Damage Exclusion Endorsement
CSI-CPE-039-0622	TRIA Rejection Endorsement
CSI-CPE-023-0622	General Change Endorsement

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POLICYHOLDER NOTIFICATION
FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**
District of Columbia	**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	**General: All applications for commercial insurance, other than automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **All applications for automobile insurance and all claim forms:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. **Fire:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Oregon	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in Prison. The aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties.
Pennsylvania	**All Commercial Insurance, Except As Provided for Automobile Insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

	Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to $15,000.
Puerto Rico	**Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.**
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

POLICY HOLDER NOTIFICATION

U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

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 OFAC.

PLEASE READ THIS NOTICE CAREFULLY

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – 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 a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to 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. Other limitations on the premiums and payments also apply.

StarStone

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NOTICE OF CLAIMS REPORTING PROCEDURES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

All claims should be reported per the below:

Email: ***newpropertyclaims@corespecialty.com***

Or

Phone: (201) 743-7700

Please have the following information available:

1. Insured Name
2. Policy Number
3. Date of Loss
4. Location of Loss
5. Detailed description of the loss event

Any questions, please do not hesitate to contact Jerry Kissner, Head of Property Claims at 331-223-2962 (Gerald.kissner@corespecialty.com) or Dan Anstedt, AVP Technical Claims at 331-228-0116 (Daniel.anstedt@corespecialty.com)

All other terms and conditions of this Policy remain unchanged.

NOTICE OF OUR PRIVACY POLICIES AND PRACTICES

This Notice has been prepared to inform you that we do not disclose and we reserve no right to disclose to our affiliates or to nonaffiliated third parties, your nonpublic personal information, which we collect and maintain except with your permission or as permitted by law.

Information we collect and maintain: We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications, at your request or otherwise;
- Information we obtain from your transactions with us, our affiliates or others;
- Information we receive from consumer-reporting agencies.

Information we may disclose: We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

How we protect information: Except as otherwise described in this Notice, we restrict access to your nonpublic personal information to our employees who need to know to provide our products and services to you and as permitted by law. We maintain physical, electronic, and procedural safeguards that comply with applicable legal requirements to guard your nonpublic personal information. We have installed usernames, passwords and other safety features on our web applications to help ensure that the information you provide remains safe and secure.

Changes to this Notice: We may amend our privacy policies and practices at any time, and we will inform you of any material changes as required by law.

YOU DO NOT NEED TO DO ANYTHING IN RESPONSE TO THIS NOTICE

THIS NOTICE IS MERELY TO INFORM YOU ABOUT OUR

PRIVACY POLICIES AND PRACTICES

INSURANCE POLICY
FOR
COLORADO INTERGOVERNMENTAL
RISK SHARING AGENCY (CIRSA)

In consideration of the premium payable in accordance with Section 8, the below signed company(ies) (hereinafter referred to as the Insurer) agree(s) to insure the Named Insured (hereinafter referred to as the Insured) as per the terms and conditions of the following Contract.

1. Named Insured

Colorado Intergovernmental Risk Sharing Agency

2. Mailing Address:

3665 Cherry Creek North Drive

Denver, CO 80209

3. Term

This policy attaches at 12:01 a.m., Local Standard Time, January 1, 2023 to 12:01 a.m., Local Standard Time, January 1, 2024.

4. Territory

This policy covers worldwide.

5. Participation

This policy covers 100% interest in this insurance and the subscribing Insurer(s) are not liable for more than their indicated percentages of this insurance

6. Limits of Liability

$	4,875,000	Per Occurrence
		Part of
$	25,000,000	Per Occurrence
		Excess of
$	25,000,000	Per Occurrence, which in turn excess of underlying deductibles

7. Program Sublimits

The Company will not be liable for more than its proportionate share of the following program sublimits of insurance and aggregate sublimits of insurance, in any one occurrence. These sublimits of insurance are part of and not in addition to the occurrence limit of insurance above:

$	10,000,000	Per Occurrence and Annual Aggregate on Flood any one entity, with maximum of $50,000,000 Per Occurrence and Annual Aggregate

$ 10,000,000 Per Occurrence and Annual Aggregate on Earthquake any one entity, with maximum of $50,000,000 Per Occurrence and Annual Aggregate

$ 50,000,000 Per Occurrence Extra Expense

$ 3,000,000 Business Income Limit for Lamar Power Plant (above underlying deductibles)

$ 1,000,000 Unintentional Errors & Omissions each loss and annual aggregate for each member

Other sublimits per underlying Colorado Intergovernmental Risk Sharing Agency (CIRSA) Coverage Document are per member per CIRSA policy.

8. Deductible

$ 1,000,000 Per Occurrence, except

$ 5,000,000 Per Occurrence Wind and Hail

Flood coverage in National Flood Insurance Program (NFIP) zone A flood will be provided for losses to properties eligible for coverage through the National Flood Insurance Program (NFIP), but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued for $1,000,000 or more.

9. Coverage

This policy will follow form with Colorado Intergovernmental Risk Sharing Agency "CIRSA Property and Crime Policy" Coverage Part I (First Party Property) policy period 01/01/2023-01/01/2024.

All other Coverage Parts are excluded.

Flood coverage in National Flood Insurance Program (NFIP) zone A flood will be provided for losses to properties eligible for coverage through the National Flood Insurance Program (NFIP), but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued for $1,000,000 or more. Properties not eligible for NFIP will be covered.

It is agreed that this policy excludes coverage for direct physical loss or damage to any overhead transmission lines, distribution lines or structures supporting those lines, and loss of business income resulting from such direct physical loss or damage. This exclusion does not include street lights, traffic lights and other similar items.

10. Premium/Rate

$ Annual Deposit Premium adjustable at expiration based on inception values of Premium shall be adjustable at expiration based on an annual rate of of Average Annual Values.

11. Premium Adjustment/Audit

Additions of any new entit~~y~~, during the policy year with property values of $25,000,000 or greater must be reported upon the effective date of coverage to the Company and an approval will be requested from this term's lead market (to be determined each renewal) and everyone will follow accordingly.

Additions, including builder's risk at completed project value, newly acquired locations during the policy year with property values of $25,000,000 or greater must be reported to the Company.

Pro rata premium adjustments will be made based on the rates outlined above. These changes will be made by endorsement.

Additions, including builder's risk at completed project value, newly acquired locations and new entities; during the policy year with property values less than $25,000,000 will be automatically added to coverage. For these additions, premium adjustments will be made at the end of year audit.

Premium adjustments due to valuation changes during the policy year for those entities currently on the policy will be made at the end of year audit.

At audit, end of year premium adjustments will be calculated by taking the average of the values at inception and expiration (not including those entities added on a pro rata basis during the policy year) and applying the applicable rates then subtracting the deposit premium from the total. A negative end of year premium adjustment will be the amount returned to the Insured. A positive end of year premium adjustment will be the amount charged by the Company.

For the purposes of the end of year premium adjustments, the values at inception are: property values and auto physical damage values total values

12. Definitions

Occurrence

The term "Occurrence" as used herein means an accident or "event", including continuous or repeated exposure to the same generally harmful conditions.

It is further agreed that for the purpose of this insurance, all losses caused by windstorms, cyclones or tornadoes, hail, sleet, or atmosphere disturbance occurring during each period 72 consecutive hours shall be considered one "occurrence" whether such windstorms, cyclones or tornadoes, hail, sleet, or atmospheric disturbance were continuous or sporadic in their sweep or scope, and irrespective of whether same was due to the same meteorological or geological condition.

Each loss by Flood shall constitute a single Occurrence if any Flood occurs within a period of the continued rising or overflow of any body of water and the subsidence of same.

Earthquake and volcanic action that occur within 168 hour period will constitute a single occurrence.

Each "condition" shall be deemed to commence on the first happening of any material damage from windstorms, cyclones or tornadoes, hail, sleet, earthquake, volcanic action or atmospheric disturbance not within the period of any previous "occurrence".

13. Cancellation

This policy may be canceled at any time at the request of the Insured and may also be canceled by the Insurer by delivering or mailing to the Insured's Department of Insurance ninety (90) days written notice of intent to cancel, or ten (10) days written notice of intent to cancel for nonpayment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in this notice shall become the end of the policy period. Delivery of such written notice either by the Insured or this Insurer shall be equivalent to mailing.

Cancellation shall not affect coverage on any shipment already in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted at the point of final destination.

14. Priority of Payments

In determining the amount of loss from any one occurrence for which this policy is excess, the combined total loss, damage or expense caused by any peril or perils resulting in covered loss or damage to any property or coverages insured under any underlying insurance shall be used, even though all such perils, property or coverages may not be insured under this policy.

All claims payments made under any underlying insurance shall first apply to those perils, property or coverages not insured against by this policy. Upon exhaustion or diminishment of any underlying policy limits, this policy shall drop down and be liable for the amount of loss in excess or any remaining or exhausted limits attributed to such underlying policy but only as respects perils or coverages insured under this policy and subject to the limit and sublimits of this policy.

15. Drop Down Clause (Applicable to Excess Placements):

In the event of reduction or exhaustion of the aggregate limit(s) designed in the primary and underlying policy(ies), it is hereby understood and agreed that such insurance afforded by this policy shall apply excess of the reduced or exhausted underlying limits.

Excess policies shall recognize for purposes of exhaustion or reduction of limits loss, damage and expense insured by the primary and other underlying policy(ies) even if such loss, damage and expense would not be insured by this excess policy.

16. Signed Adjustor

It is agreed that at the Insured's option, the Company will use Engle Martin for the adjustment of all claims made against this Policy. This assignment may be changed by mutual consent of the Insured and the Company.

17. Notice of Loss

As soon as reasonable after an occurrence of loss or damage is known by the Insured's Home Office Insurance Department, they shall report such occurrence to Insurer(s) and/or their designated adjuster. However, the Insured is not obligated to report occurrences which, in the opinion of the Insurance Department, will not exceed the applicable underlying deductible.

18. Proof and Suits

It is understood and agreed that the conditions of this policy relating to the time for filing proofs and the commencement of suit or action at law are waived, provided, however, that the Insured will use due diligence to present proofs at as early a date as will be practicable. The maximum time for commencement of suits or action at law is two (2) years after the date of loss.

19. Payment of Loss

Loss is to be adjusted with and made payable to the Insured, or as otherwise directed. All losses shall be due and payable no later than thirty (30) days after presentation, acceptance of proofs of loss by this Insurer or its appointed representative.

Subject to the foregoing, permission is granted to partially adjust claims for presentation, acceptance and payment.

20. Reinstatement

Except for the application of aggregate limits applicable to flood and earthquake, any loss under this policy shall not reduce the amount of insurance provided by this policy.

21. Arbitration

If the Insured and Insurers fail to agree on the amount of adjusted loss, each, upon written demand either of the Insured or of the Insurers made within thirty (30) days after receipt of proof of loss by the Insurer, shall select a competent and disinterested appraiser. The appraisers will then select a competent and disinterested umpire. If they should fail for fifteen (15) days to agree upon such umpire, then upon the request of the Insured or of this Insurer such umpire shall be selected by a judge of court of record in the county and state in which such appraisal is pending. Then at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Insurer shall each pay their chosen appraiser, and shall bear equally the other expenses of the appraisal and of the umpire.

22. Subrogation & Recoveries

Any release from liability entered into by the Insured prior to loss hereunder, other than as previously provided in this policy, shall not affect this policy nor the right of the Insured to recover hereunder. The right of subrogation against the Insured or subsidiary or affiliated corporations or companies or any other corporations or companies associated with the Insured through ownership or management is waived.

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefor. The Insured shall execute all papers required and shall do anything that may be necessary at the expense of the Insurer to secure such right. The Insurer will act in concert with all other interests concerned, i.e., the Insured and other company(ies) participating in any loss, in the exercise of such rights of recovery. As a result of subrogation, or other efforts, if any amount is recovered, the net amount recovered shall be divided between the interests concerned in the proportion of their respective interests. Necessary expenses shall be divided between the interests concerned in proportion of their respective recoveries. If there should be no recovery, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.

23. Errors and Omissions

No unintentional error or omission made by the Insured shall void or impair the insurance hereunder, but shall be corrected when discovered.

24. Titles

Titles of paragraphs of this form and any subsequent endorsements are used solely for convenience of reference and do not limit, increase, or change the provisions to which they relate.

25. Endorsements

Changes in the terms and conditions of this policy will be made by numbered endorsements.

26. Assistance & Cooperation of Insured

The Insured shall cooperate with this Insurer, and, upon this Insurer's request and expense, shall assist in effecting settlements, securing and giving evidence, obtaining and attendance of witnesses, and in the conduct of suits.

Attached to and forming a part of policy number H84835221CSP

Of the Starstone Specialty Insurance Company

Issued to Colorado Intergovernmental Risk Sharing Agency

Authorized Signature

Part of the Core Specialty Group

ASBESTOS COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

ASBESTOS COVERAGE ENDORSEMENT

This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of the following Listed Perils if a covered cause of loss in the policy:

Fire; Explosion, Lightning, Windstorm, Hail, Direct Impact of Vehicle, Aircraft or Vessel, Riot or Civil Commotion, Vandalism or Malicious Mischief, Accidental Discharge of Fire Protective Equipment, Named Windstorm, Earthquake, and Flood.

This coverage is subject to each of the following specific limitations:

1. The building or structure containing the asbestos must be insured under this Policy for loss or damage by that Listed Peril.

2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.

3. The Insured must report to the Company the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Insurers more than 12 (twelve) months after the expiration, or termination, of the period of insurance.

4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

    i) any faults in the design, manufacture or installation of the asbestos;
    ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

5. The maximum amount that the Company will pay under this coverage endorsement in any 12 month period is $25,000.

ASBESTOS EXCLUSION

Except as set forth above, this Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to, regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense from asbestos.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

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MOLD, MILDEW, AND FUNGI EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

MOLD, MILDEW, AND FUNGI EXCLUSION ENDORSEMENT

1. Except as set forth in paragraph Clause 2 below, this Policy does not insure against any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew or fungus

   This exclusion applies regardless of whether there is (a) any physical loss, damage or destruction of property insured; (b) any insured peril or cause, whether or not contributing concurrently or in any sequence; (c) any loss of use, occupancy, or functionality; or (d) any action required, including but not limited to repair replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

2. Notwithstanding the foregoing, this Policy insures physical loss, damage or destruction of property insured by mold, mildew or fungus when directly caused by a Listed Peril that is a covered cause of loss under this policy occurring during the Policy Period.

LISTED PERILS

Fire; lightning; explosion; windstorm or hail; smoke; direct impact of vehicle, aircraft or vessel; strike, riot or civil commotion; vandalism or malicious mischief; leakage or accidental discharge of fire protection equipment; collapse; falling objects; weight of snow, ice or sleet; theft, sudden and accidental discharge leakage, backup or overflow of liquids or molten material from confinement within piping, plumbing systems, tanks, equipment or other containment located at the insured “location”; “Earthquake”; “Flood.”

This coverage is subject to all the limitations in this Policy and, in addition, to each of the following specific limitations:

a. The property must otherwise be insured under this Policy for physical loss, damage or destruction by the Listed Peril.

b. The Insured must report the existence and cost of the physical loss, damage or destruction by mold, mildew or fungus to the Insurer as soon as practicable, but no later than twelve (12) months after the Listed Peril first caused physical loss, damage or destruction of insured property during the Policy period. This Policy does not insure any physical loss, damage or destruction by mold, mildew or fungus first reported to the Insurer after that twelve (12) month period.

POLLUTION ENDORSEMENT (SUBLIMITED)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

POLLUTION ENDORSEMENT (SUBLIMITED)

This Policy is extended to pay your expenses to extract “pollutants” from land or water if the release, discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

a. The date of direct physical “loss”; or

b. The end of the policy period.

The maximum amount that the Company will pay under this coverage endorsement in any 12 month period is $25,000 for pollution cleanup and removal.

POLLUTION EXCLUSION

Except as set forth above, this policy does not insure any loss or damage, claim, cost, expense or other sum directly or indirectly arising out of the discharge, dispersal, seepage, migration, release or escape of “pollutants” . “POLLUTANTS” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

MINIMUM EARNED AND WIND MINIMUM EARNED PREMIUM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

MINIMUM EARNED AND WIND MINIMUM EARNED PREMIUM ENDORSEMENT

The following terms and conditions will apply to this Policy:

1. If the Named Insured cancels this Policy, removes a Location or reduces the amount of coverage on a Location, a minimum premium of 35% of the original Policy premium shall become earned.

   Failure of the Named Insured to make timely payment of premium shall be considered a request by the Named Insured for the Company to cancel. In the event of such cancellation by the Company for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the Named Insured remits the full premium due within 10 days of receiving it.

2. For Locations not "Exposed to Hurricane": If the Named Insured cancels this Policy, removes a Location or reduces the amount of coverage on a Location, the short rate return premium is 90% of applicable pro-rata premium subject to any Minimum Earned Premium stipulations in the Policy.

3. For Locations "Exposed to Hurricane": If the Named Insured cancels this Policy, removes a Location or reduces the amount of coverage on a Location and coverage existed any time during the period of June 1st to November 30th, the amount of premium the Company will return will be a percentage of the total premium determined using the below.

   The Unearned Premium is the Location premium times the Unearned Factor noted below:

Days Policy In Force	Unearned Factor
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

4. Subject to receipt of closing documents within 30 days of closing, this Policy allows pro-rata return premium for Locations sold, but not for loss of a management contract (unless the management contract is lost due to the sale of the property).

5. Subject to receipt of closing documents, this Policy allows pro-rata additional premium for Locations purchased during the policy term.

6. For Locations “Exposed to Hurricane,” if added or coverage increased at an existing Location, during the term of the Policy and coverage exists at any time during the period of June 1st to November 30th, the premium will be calculated at 100% of the annual rate, less the Unearned Factor noted in No. 3. above. Otherwise, it shall be pro-rata.

7. Locations of like kind and quality shall be added at the account rate, subject to the Unearned Factor noted in No. 3 above. Locations of differing kind or quality or Locations in Dade, Broward, Palm Beach, Pinellas, and Hillsborough counties of Florida must be approved by the Company prior to attachment.

8. If a Location is “Exposed to Hurricane,” the provisions of this clause replace any short rate provisions stipulated in this Policy, all subject to the Minimum Earned Premium provisions.

9. “Exposed to Hurricane” is defined to include any Location within 100 miles of the closest saltwater of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands.

10. Coverage cannot be increased, nor additional Locations added if they are “Exposed to Hurricane” and a Named Storm is in existence, unless with the express written consent of the Company.

11. Nothing herein will act to provide coverage outside the automatic acquisition clause elsewhere in the Policy.

12. In the event of a total loss or constructive total loss to Covered Property by a Covered Cause of Loss, the premium applicable to that Covered Property shall be fully earned and no return premium will be due to the Named Insured.

All other terms, conditions and exclusions of the Policy remain unchanged.

StarStone

Part of the Core Specialty Group

TERRORISM EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

TERRORISM EXCLUSION ENDORSEMENT

A. The following definitions are added with respect to the provisions of this endorsement:

1. "Terrorism" means activities against persons, organizations or property of any nature:

   a. That involve the following or preparation for the following:

      1) Use or threat of force or violence; or

      2) Commission or threat of a dangerous act; or

      3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

   b. When one or both of the following applies:

      1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

      2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable and includes, but is not limited to, "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

B. The following exclusion is added:

   EXCLUSION OF TERRORISM

   We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

C. Exception Covering Certain Fire Losses

   If an incident of "terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

D. Application of Other Exclusions

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

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EXCLUSION OF LOSS DUE TO VIRUS AND OTHER MICROORGANISMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

EXCLUSION OF LOSS DUE TO VIRUS AND OTHER MICROORGANISMS ENDORSEMENT

1. The exclusion set forth in Paragraph 2. applies to all coverages under all forms and endorsements that comprise this Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

2. We will not pay for loss or damage caused by or resulting from any virus or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from “Fungus”, wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this policy.

3. With respect to any loss or damage subject to the exclusion in Paragraph **2.**, such exclusion supersedes any exclusion relating to “pollutants”.

4. The following additional definitions apply to this Endorsement:

(a) “Fungus” means any plants or organisms belonging to the major group fungi, lacking chlorophyll, and including “Mold”, rust, “Mildew”, smuts, mushrooms, and yeasts;

(b) “Mold” means any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce “Molds”.

(c) “Mildew” means a thin whitish coating of minute fungal hyphae produced on, among other things, organic matter or living organisms.

(d) “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smog, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.

StarStone
Part of the Core Specialty Group

NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL EXCLUSION ENDORSEMENT

This Policy will not pay for any loss, damage, cost or expense, whether real or alleged, that is caused, results from, is exacerbated by or otherwise impacted by, either directly or indirectly, any of the following:

1. Nuclear Hazard - including, but not limited to, nuclear reaction, nuclear detonation, nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby;

2. Biological Hazard - including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease;

3. Chemical Hazard - including, but not limited to, any chemical agent, material, product or substance;

4. Radioactive Hazard - including, but not limited to, any electromagnetic, optical, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring.

The provisions of subparagraphs 1, 2, 3, and 4 will not apply and we will pay up to a maximum of $10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

Where the agent, material, product or substance at issue is utilized in the course of business by a Named Insured; and

The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous nuclear, biological, chemical, or radioactive materials is accidental and is not the result of a wilful or malicious act against any persons, organizations, or property of any nature.

Only if, and to the extent required by state law, the following exception to the exclusion applies:

If a hazard excluded herein results in fire (and provided fire is a covered cause of loss), this policy will pay for the loss, damage, cost or expense caused by that fire, subject to all applicable policy provisions including the Limit of Liability on the affected covered property. Such coverage for fire applies only to direct loss or damage by fire to covered property. This coverage does not apply to insurance provided under Time Element coverages, including but not limited to, Business Income, Rental Value or Extra Expense coverage or endorsements that apply to those coverages

WAR OR WARLIKE ACTION EXCLUSIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

WAR OR WARLIKE ACTION EXCLUSIONS ENDORSEMENT

This policy does not insure any loss or damage, claim, cost, expense or other sum directly or indirectly arising out of War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating, or defending against an actual, impending, or expected attack:

1. By any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces; or

2. By military, naval, or air forces; or

3. By an agent of any such government, power, authority, or force.

Any weapon of war employing atomic fission or radioactive force, whether in time of peace or war, whether or not its discharge was accidental; or

Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure or destruction;

Including any consequence of paragraphs listed herein.

All other terms and condition of the Policy remain unchanged.

CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS
Notwithstanding any provision to the contrary within the Policy or any endorsements attached thereto, it is understood and agreed as follows:

EXCLUSION:

This Policy does not insure any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or any loss of access, any loss of use, reduction in functionality, cost, expense of any kind or of any nature whatsoever resulting therefrom.

Further, this Policy does not insure any loss or damage that directly or indirectly results from loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus).

Such loss or damage as described herein is excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

This exclusion applies regardless of whether the loss or damage arises out of or results from authorized, unauthorized, intentional, unintentional or accidental access in, of, or to any computer, communication system, file server, network(s), networking equipment, computer system, computer hardware, computer software, data processing equipment, computer memory, microchip, microprocessor, integrated circuit or similar device.

Electronic Data means facts, concepts and information recorded, transmitted or converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. Electronic Data also includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including,but not limited to any set of maliciously, intentionally, unintentionally or accidentally introduced instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature located anywhere in the world. Computer Virus includes, but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril insured by this Policy results from any of the matters described herein, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to insured property that was directly caused by such peril insured by this Policy and occurring within the Policy Period.

SERVICE OF SUIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

SERVICE OF SUIT ENDORSEMENT

In the event of our failure to pay any amount claimed to be due under this Policy, we agree to submit to the jurisdiction of any court of competent jurisdiction within the United States in which a suit for those amounts may be brought. Nothing in this condition constitutes or should be understood to constitute a waiver of our right to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in such suit may be made upon:

Robert Kuzloski
Legal Department
StarStone US Companies
412 Mt. Kemble Avenue, Suite G-60
Morristown, New Jersey 07960
Tel: 917 704 6008
Email: Robert.Kuzloski@corespecialty.com
www.corespecialty.com

or his or her representative, and that in any suit instituted against us with respect to this Policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

To the extent required by the express provisions of any statute of any state, territory, or district of the United States, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this Policy, and we hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

StarStone
Part of the Core Specialty Group

SEVERAL LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. This endorsement does not change any other provision of the insurance policy and takes effect on the effective date of this insurance policy unless another effective date is shown.

The Insurer's and/or Company's liability under this Policy for covered losses is several and not joint with other insurers party to this contract. The Insurer(s) and/or Company(s) are liable only for the proportion of liability it has underwritten. The Insurer(s) and/or Company(s) are not jointly liable for the proportion of liability underwritten by any other insurer. Nor are the Insurer(s) and/or Company(s) otherwise responsible for any liability of any other insurer that may underwrite this policy.

The Insurer's and/or Company's liability may not be increased in the event that any other insurer or other party to this contract who for any reason does not satisfy all or part of its obligations.

All other terms and conditions, insured coverage and exclusions of this Insurance Policy remain unchanged, including applicable limits, sublimits and deductibles, and apply in full force and effect to the coverage provided by this Policy.

StarStone

Part of the Core Specialty Group

PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement.

PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT

There is no coverage under this Policy for loss or damage caused directly or indirectly by the following exclusion. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area:

Loss or damage arising out of pre-existing damage as outlined below:

a. A Building or any part of a Building that is in danger of falling down or caving in,

b. Any part of a Building that has separated from another part of the Building, or

c. A Building or any part of a Building that is standing which shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

All other terms and conditions of this Policy remain unchanged.

TERRORISM RISK INSURANCE ACT REJECTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

TERRORISM RISK INSURANCE ACT REJECTION ENDORSEMENT

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as and extended by the Terrorism Risk Insurance Insurance Program Reauthorization Act of 2015 summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

All other terms and conditions of the policy remain unchanged.

GENERAL CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

GENERAL CHANGE ENDORSEMENT

- Remove Worldwide from Territory

All other terms, conditions and exclusions on the Policy remain unchanged.

Commercial Property – Claim Reporting and Claim Questions

Options for Reporting a New Claim

- ***Telephone :*** ***AIG CallOne^{sm}*:** 800-931-9546 24/7, 365 days/year
- ***Fax :*** 855-805-4125
- ***Email :*** ***Please send your email to:***

  NewLoss-USproperty&energy@aig.com
- ***Mail :*** P.O. Box 25967, Shawnee Mission, KS 66225

Such notice shall include the Named Insured as shown on the Declarations, the policy number, the date of loss and a brief description of the potential claim.

Options for Questions Regarding Existing/Previously Reported Claims

For questions regarding existing claims, contact should be made directly via phone or email with the assigned AIG Examiner. ***However, in the instance where an AIG Examiner is unknown, please use the following methods to obtain the information:***

- **Claim Service Center*:* 877-873-9972**
- **AIG CallOne: 800-931-9546**

LEXINGTON INSURANCE COMPANY
ADMINISTRATIVE OFFICES: 99 HIGH STREET, BOSTON, MA 02110
(hereinafter called the Company)

COMMERCIAL PROPERTY POLICY DECLARATIONS

POLICY NUMBER: 006893580 RENEWAL OF: 006893580

ITEM 1. Named Insured: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)

Address: 3665 E CHERRY CREEK NORTH DR,
DENVER, CO 80209-3700

ITEM 2. Policy Period: From 01/01/2023 To 01/01/2024

at 12:01 AM Standard Time at the address of the insured location unless this Commercial Property Policy Declarations is attached to a Policy with a Declaration Page or a term or condition contained in such policy form that has a different description of the application of the Policy Period, Policy Term or similar term (hereinafter, the **Policy Period**), in which case, the **Policy Period** shall be the same as that description contained on the Declaration Page or policy form to which this Commercial Property Policy Declarations is attached.

ITEM 3. Limit of Insurance:

30.00% BEING $7,500,000 PART OF $25,000,000 EXCESS OF $25,000,000

Total Premium:

Terrorism Premium: DECLINED

Minimum Earned Premium:

ITEM 4. Perils:

AS DESCRIBED IN THE POLICY ATTACHED

ITEM 5. Description of Property Covered: Coinsurance

AS DESCRIBED IN THE POLICY ATTACHED NOT APPLICABLE

ITEM 6. Mortgagee Clause: Loss, if any shall be payable to:

PER CERTIFICATES ON FILE WITH THE COMPANY

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ITEM 7. Forms Attached:

SEE ATTACHED FORMS SCHEDULE

IN WITNESS WHEREOF, we have caused this Policy to be signed on the Declarations by our President, Secretary and our duly authorized representative.

President

Secretary

This Policy shall not be valid unless signed at the time of issuance by our authorized representative.

Authorized Representative

Countersignature (if applicable) Date Countersigned At

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

For Claims Made Policies - the following applies:

This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy period or any applicable extended reporting period.

For Policies where a Fee is being charged, the following applies:

The cost of the insurance coverage provided herein includes a fee to a wholesale intermediary in addition to the premium charges.

Colorado Premium: ______

Broker Name/Initials: Amwins Insurance Brokerage, LLC

Fees: ______

Surplus Lines Tax: ______

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FORMS SCHEDULE

NAMED INSURED: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)

POLICY NO: 006893580 EFFECTIVE DATE: 01/01/2023

FORM NUMBER	EDITION DATE	ENDORSEMENT NUMBER	TITLE
PRPDEC	09/22		**COMMERCIAL PROPERTY POLICY DECLARATIONS**
			MANUSCRIPT POLICY FORM
PR4266	12/14	001	**TERRORISM EXCLUSION ENDORSEMENT**
NMA2918	08/01	002	**WAR AND TERRORISM EXCLUSION ENDORSEMENT**
PR4419	10/15	003	**EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT**
PR4259	07/14	004	**ANTI-STACKING ENDORSEMENT**
PR8300	12/07	005	**CANCELLATION – ADDITIONAL PROVISIONS**
LM138054	04/21	006	**FUNGUS, MOLD OR SPORE EXCLUSION**
PR4225	07/13	007	**ECONOMIC SANCTIONS ENDORSEMENT**
PR9015	04/16	008	**POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION ENDORSEMENT**
PR4413	01/20	009	**OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**
PR9019	10/19	010	**STANDARD PROPERTY CONDITIONS**
Y69859	02/98	011	**PROPERTY MILLENNIUM ENDORSEMENT**
LM138003	03/20	012	**COMMUNICABLE DISEASE EXCLUSION**

LM137987	03/20	013	**HIGH HAZARD EARTHQUAKE ZONES DEFINITION ENDORSEMENT (NEW MADRID AND PACIFIC NORTHWEST)**
LM138023	06/20	014	**AIR SUPPORTED STRUCTURES EXCLUSION ENDORSEMENT**
LM138024	06/20	015	**GRAIN ELEVATOR EXCLUSION ENDORSEMENT**
LM138025	06/20	016	**(1) DAMS, DIKES AND LEVEES AND (2) FILL BENEATH ANY BUILDINGS OR STRUCTURES EXCLUSION ENDORSEMENT**
LMA5401	11/19	017	**PROPERTY CYBER AND DATA EXCLUSION**
LM138120	09/22	018	**EXTORTION AND RANSOMWARE EVENT EXCLUSION**
LM138116	06/22	019	**(1) DIGITAL ASSETS AND (2) OPERATIONS WITH RESPECT TO DIGITAL ASSETS EXCLUSIONARY ENDORSEMENT**
MANUSCRIPT		020	**GENERAL CHANGE ENDORSEMENT**
MANUSCRIPT		021	**AMENDATORY ENDORSEMENT**

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

Notice to Colorado Policyholders

This contract is delivered as surplus line insurance under the 'Nonadmitted Insurance Act.' The insurer issuing this contract is not admitted in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act.'

If this policy is written on a claims-made basis, the following applies:
This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy period or any applicable extended reporting period.

Colorado Fraud Warning

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

INSURANCE POLICY
FOR
COLORADO INTERGOVERNMENTAL
RISK SHARING AGENCY (CIRSA)

In consideration of the premium payable in accordance with Section 8, the below signed company(ies) (hereinafter referred to as the Insurer) agree(s) to insure the Named Insured (hereinafter referred to as the Insured) as per the terms and conditions of the following Contract.

1. Named Insured

Colorado Intergovernmental Risk Sharing Agency

2. Mailing Address:

3665 Cherry Creek North Drive

Denver, CO 80209

3. Term

This policy attaches at 12:01 a.m., Local Standard Time, January 1, 2023 to 12:01 a.m., Local Standard Time, January 1, 2024.

4. Territory

This policy covers worldwide.

5. Participation

This policy covers 100% interest in this insurance and the subscribing Insurer(s) are not liable for more than their indicated percentages of this insurance

6. Limits of Liability

$	7,500,000	Per Occurrence
		Part of
$	25,000,000	Per Occurrence
		Excess of
$	25,000,000	Per Occurrence, which in turn excess of underlying deductibles

7. Program Sublimits

The Company will not be liable for more than its proportionate share of the following program sublimits of insurance and aggregate sublimits of insurance, in any one occurrence. These sublimits of insurance are part of and not in addition to the occurrence limit of insurance above:

$	10,000,000	Per Occurrence and Annual Aggregate on Flood any one entity, with maximum of $50,000,000 Per Occurrence and Annual Aggregate

$	10,000,000	Per Occurrence and Annual Aggregate on Earthquake any one entity, with maximum of $50,000,000 Per Occurrence and Annual Aggregate
$	50,000,000	Per Occurrence Extra Expense
$	3,000,000	Business Income Limit for Lamar Power Plant (above underlying deductibles)
$	1,000,000	Unintentional Errors & Omissions each loss and annual aggregate for each member
		Other sublimits per underlying Colorado Intergovernmental Risk Sharing Agency (CIRSA) Coverage Document are per member per CIRSA policy.

8. Deductible

$	1,000,000	Per Occurrence, except
$	5,000,000	Per Occurrence Wind and Hail
		Flood coverage in National Flood Insurance Program (NFIP) zone A flood will be provided for losses to properties eligible for coverage through the National Flood Insurance Program (NFIP), but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued for $1,000,000 or more.

9. Coverage

This policy will follow form with Colorado Intergovernmental Risk Sharing Agency "CIRSA Property and Crime Policy" Coverage Part I (First Party Property) policy period 01/01/2023-01/01/2024.

All other Coverage Parts are excluded.

Flood coverage in National Flood Insurance Program (NFIP) zone A flood will be provided for losses to properties eligible for coverage through the National Flood Insurance Program (NFIP), but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued for $1,000,000 or more. Properties not eligible for NFIP will be covered.

It is agreed that this policy excludes coverage for direct physical loss or damage to any overhead transmission lines, distribution lines or structures supporting those lines, and loss of business income resulting from such direct physical loss or damage. This exclusion does not include street lights, traffic lights and other similar items.

10. Premium/Rate

$	Annual Deposit Premium adjustable at expiration based on inception values of Premium shall be adjustable at expiration based on an annual rate of Average Annual Values.

11. Premium Adjustment/Audit

Additions of any new entity, during the policy year with property values of $25,000,000 or greater must be reported upon the effective date of coverage to the Company and an approval will be requested from this term's lead market (to be determined each renewal) and everyone will follow accordingly.

Additions, including builder's risk at completed project value, newly acquired locations during the policy year with property values of $25,000,000 or greater must be reported to the Company.

Pro rata premium adjustments will be made based on the rates outlined above. These changes will be made by endorsement.

Additions, including builder's risk at completed project value, newly acquired locations and new entities; during the policy year with property values less than $25,000,000 will be automatically added to coverage. For these additions, premium adjustments will be made at the end of year audit.

Premium adjustments due to valuation changes during the policy year for those entities currently on the policy will be made at the end of year audit.

At audit, end of year premium adjustments will be calculated by taking the average of the values at inception and expiration (not including those entities added on a pro rata basis during the policy year) and applying the applicable rates then subtracting the deposit premium from the total. A negative end of year premium adjustment will be the amount returned to the Insured. A positive end of year premium adjustment will be the amount charged by the Company.

For the purposes of the end of year premium adjustments, the values at inception are: property values and auto physical damage values total values

12. Definitions

Occurrence

The term "Occurrence" as used herein means an accident or "event", including continuous or repeated exposure to the same generally harmful conditions.

It is further agreed that for the purpose of this insurance, all losses caused by windstorms, cyclones or tornadoes, hail, sleet, or atmosphere disturbance occurring during each period 72 consecutive hours shall be considered one "occurrence" whether such windstorms, cyclones or tornadoes, hail, sleet, or atmospheric disturbance were continuous or sporadic in their sweep or scope, and irrespective of whether same was due to the same meteorological or geological condition.

Each loss by Flood shall constitute a single Occurrence if any Flood occurs within a period of the continued rising or overflow of any body of water and the subsidence of same.

Earthquake and volcanic action that occur within 168 hour period will constitute a single occurrence.

Each "condition" shall be deemed to commence on the first happening of any material damage from windstorms, cyclones or tornadoes, hail, sleet, earthquake, volcanic action or atmospheric disturbance not within the period of any previous "occurrence".

13. Cancellation

This policy may be canceled at any time at the request of the Insured and may also be canceled by the Insurer by delivering or mailing to the Insured's Department of Insurance ninety (90) days written notice of intent to cancel, or ten (10) days written notice of intent to cancel for nonpayment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in this notice shall become the end of the policy period. Delivery of such written notice either by the Insured or this Insurer shall be equivalent to mailing.

Cancellation shall not affect coverage on any shipment already in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted at the point of final destination.

14. Priority of Payments

In determining the amount of loss from any one occurrence for which this policy is excess, the combined total loss, damage or expense caused by any peril or perils resulting in covered loss or damage to any property or coverages insured under any underlying insurance shall be used, even though all such perils, property or coverages may not be insured under this policy.

All claims payments made under any underlying insurance shall first apply to those perils, property or coverages not insured against by this policy. Upon exhaustion or diminishment of any underlying policy limits, this policy shall drop down and be liable for the amount of loss in excess or any remaining or exhausted limits attributed to such underlying policy but only as respects perils or coverages insured under this policy and subject to the limit and sublimits of this policy.

15. Drop Down Clause (Applicable to Excess Placements):

In the event of reduction or exhaustion of the aggregate limit(s) designed in the primary and underlying policy(ies), it is hereby understood and agreed that such insurance afforded by this policy shall apply excess of the reduced or exhausted underlying limits.

Excess policies shall recognize for purposes of exhaustion or reduction of limits loss, damage and expense insured by the primary and other underlying policy(ies) even if such loss, damage and expense would not be insured by this excess policy.

16. Signed Adjustor

It is agreed that at the Insured's option, the Company will use Engle Martin for the adjustment of all claims made against this Policy. This assignment may be changed by mutual consent of the Insured and the Company.

17. Notice of Loss

As soon as reasonable after an occurrence of loss or damage is known by the Insured's Home Office Insurance Department, they shall report such occurrence to Insurer(s) and/or their designated adjuster. However, the Insured is not obligated to report occurrences which, in the opinion of the Insurance Department, will not exceed the applicable underlying deductible.

18. Proof and Suits

It is understood and agreed that the conditions of this policy relating to the time for filing proofs and the commencement of suit or action at law are waived, provided, however, that the Insured will use due diligence to present proofs at as early a date as will be practicable. The maximum time for commencement of suits or action at law is two (2) years after the date of loss.

19. Payment of Loss

Loss is to be adjusted with and made payable to the Insured, or as otherwise directed. All losses shall be due and payable no later than thirty (30) days after presentation, acceptance of proofs of loss by this Insurer or its appointed representative.

Subject to the foregoing, permission is granted to partially adjust claims for presentation, acceptance and payment.

20. Reinstatement

Except for the application of aggregate limits applicable to flood and earthquake, any loss under this policy shall not reduce the amount of insurance provided by this policy.

21. Arbitration

If the Insured and Insurers fail to agree on the amount of adjusted loss, each, upon written demand either of the Insured or of the Insurers made within thirty (30) days after receipt of proof of loss by the Insurer, shall select a competent and disinterested appraiser. The appraisers will then select a competent and disinterested umpire. If they should fail for fifteen (15) days to agree upon such umpire, then upon the request of the Insured or of this Insurer such umpire shall be selected by a judge of court of record in the county and state in which such appraisal is pending. Then at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Insurer shall each pay their chosen appraiser, and shall bear equally the other expenses of the appraisal and of the umpire.

22. Subrogation & Recoveries

Any release from liability entered into by the Insured prior to loss hereunder, other than as previously provided in this policy, shall not affect this policy nor the right of the Insured to recover hereunder. The right of subrogation against the Insured or subsidiary or affiliated corporations or companies or any other corporations or companies associated with the Insured through ownership or management is waived.

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefor. The Insured shall execute all papers required and shall do anything that may be necessary at the expense of the Insurer to secure such right. The Insurer will act in concert with all other interests concerned, i.e., the Insured and other company(ies) participating in any loss, in the exercise of such rights of recovery. As a result of subrogation, or other efforts, if any amount is recovered, the net amount recovered shall be divided between the interests concerned in the proportion of their respective interests. Necessary expenses shall be divided between the interests concerned in proportion of their respective recoveries. If there should be no recovery, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.

23. Errors and Omissions

No unintentional error or omission made by the Insured shall void or impair the insurance hereunder, but shall be corrected when discovered.

24. Titles

Titles of paragraphs of this form and any subsequent endorsements are used solely for convenience of reference and do not limit, increase, or change the provisions to which they relate.

25. Endorsements

Changes in the terms and conditions of this policy will be made by numbered endorsements.

26. Assistance & Cooperation of Insured

The Insured shall cooperate with this Insurer, and, upon this Insurer's request and expense, shall assist in effecting settlements, securing and giving evidence, obtaining and attendance of witnesses, and in the conduct of suits.

Attached to and forming a part of policy number 0006893580

Of the Lexington Insurance Company

Issued to Colorado Intergovernmental Risk Sharing Agency

Authorized Signature

ENDORSEMENT #001

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

This insurance does not cover loss or damage caused directly or indirectly by **terrorism** whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism.**

As used herein, **terrorism** means the use or threatened use of force or violence against a person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

a. A government;

b. The civilian population of a country, state or community; or

c. Disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002, and any revisions or amendments thereto is in effect (the "Act"), **terrorism** includes a certified act of terrorism defined by Section 102. Definitions of the Act.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #002

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

WAR AND TERRORISM EXCLUSION ENDORSEMENT

(Applies to locations outside the United States of America, its territories and possessions)

This endorsement modifies insurance provided by the Policy:

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. Any act of terrorism.

   For the purpose of this endorsement an act of terrorism means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. and/or 2. above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions of the Policy remain the same.

ENDORSEMENT #003

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any of the following:

1. Electrical injury or disturbance to electrical appliances, devices, or wiring caused by artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances, or wires.

2. Mechanical breakdown, including rupture or bursting caused by centrifugal force.

3. Explosion, rupture, or bursting of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by the Insured, or operated under the control of the Insured.

4. Any condition or event inside any steam boilers, steam pipes, steam engines, or steam turbines that causes loss or damage to such equipment.

5. Any condition or event inside any hot water boilers or other water heating equipment that causes loss or damage to such boilers or equipment.

However, if direct physical loss or damage not otherwise excluded by this Policy ensues from any of the excluded causes of loss enumerated in Paragraphs 1 - 5 above, the Company shall cover only such ensuing loss or damage.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #004

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following condition is added to the Policy:

If this insurance and any other insurance issued to the Insured by the Company or any entity that the Company controls, is controlled by or is under common control with applies to the same loss, claim, suit, occurrence or accident, whichever is applicable, then:

1. The maximum limit of liability, or

2. The maximum sublimit of liability with respect to a specific coverage or specific Covered Cause of Loss or peril;

under all insurance available from the above entities in the aggregate will not exceed the highest applicable limit of liability or highest applicable sublimit of liability available under any one policy.

However, this condition does not apply to any other insurance issued to the Insured by the Company or any entity that the Company controls, is controlled by or is under common control with which is specifically written to be primary to, in excess of, or quota share with the Policy to which this endorsement is attached.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #005

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

CANCELLATION - ADDITIONAL PROVISIONS

This endorsement modifies insurance provided by the Policy:

The Policy is amended as respects cancellation. The following additional provisions shall apply with respect to the cancellation provisions of this Policy:

If this Policy covers any location or locations in "Tier 1 wind zone(s)" as defined in this Policy, and the Policy is cancelled at the request of the Insured, the following provision will apply:

If the Policy was in effect at any time during the period from June 1st to November 30th, the amount of premium we will return upon the Insured's cancellation of the Policy will be a percentage of the total premium, determined as follows:

1 Year Policy

Number of Days Policy In Force	Percentage of Premium to Be Returned
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

If a coverage or location is added to or deleted from the Policy, each type of coverage or such location(s) shall be underwritten separately and the rate will be determined based upon the characteristics of the risk.

If a location within a "Tier 1 wind zone" is added to or deleted from the Policy, and coverage for that location existed at any time during the period from June 1st to November 30th, the premium to be returned for that location upon the Insured's cancellation of the Policy will be determined in accordance with the above table.

If a location is not within a "Tier 1 wind zone" and is added to or deleted from the Policy, normal pro rata or short rate factors shall apply as provided by the Policy.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #006

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

FUNGUS, MOLD OR SPORE EXCLUSION

This endorsement modifies insurance provided by the Policy:

I. The following exclusion is added to the Exclusions section, Perils Excluded section or other similar section of the Policy:

- Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, directly or indirectly, caused by, arising out of, attributable to, resulting from or occurring concurrently or in any sequence with **Fungus, Mold or Spore.**

II. The following definition is added to the Definitions section or other similar section and applies to this Policy and supersedes any similar definition of the Policy to the contrary:

- **Fungus, Mold or Spore** means:

  Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including **Mold(s)**, rusts, mildews, yeast, smuts and mushrooms.

  Mold includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **Fungi** that produce **Mold(s).**

  Spore includes any dormant or reproductive body produced by or arising or emanating out of any **Fungus**, **Mold(s)**, mildew, plants, organisms or microorganisms.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #007

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #008

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

1. Property Not Covered

This Policy does not cover land, land values or water.

2. Pollution and Contamination Exclusion.

This Policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this Policy.

Nevertheless, if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this Policy arising directly from that fire is insured, subject to the provisions of this Policy.

CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act , Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

3. Asbestos, Dioxin or Polychlorinated Biphenyls Exclusions

This Policy does not cover –

a) Asbestos, dioxin or polychlorinated biphenyls (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, or leakage or accidental discharge from automatic fire protective system.

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b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

c) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The exception to exclusion 3(a), above, does not apply to payment for the investigation or defense of any loss, damage or any undamaged portion of the insured's property that can no longer be used for the purpose for which it was intended

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

a) Extract contaminants or pollutants from the debris; or

b) Extract contaminants or pollutants from land or water; or

c) Remove, restore or replace contaminated or polluted land or water; or

d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

5. Authorities Exclusion

Notwithstanding any of the provisions of this Policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #009

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

It is agreed that the following special terms and conditions apply to this Policy:

1. The limit of liability or Amount of Insurance shown on the face of this Policy, or endorsed on this Policy, is the total limit of the Company's liability applicable to each **occurrence**, as hereafter defined. Notwithstanding any other terms and conditions of this Policy to the contrary, in no event shall the liability of the Company exceed this limit or amount irrespective of the number of locations involved.

   The term "**occurrence**" shall mean any one accident, loss, disaster, casualty, incident or series of accidents, losses, disasters, casualties or incidents, including all resultant or concomitant insured losses, not otherwise excluded by this Policy and with respect to:

   A. **Terrorism** (to the extent **terrorism** is covered), arises out of the same or related purpose or cause; or

   B. Covered perils other than **terrorism**, arises out of a single event or originating cause.

   The **occurrence** must occur during the Policy Period.

   When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, vandalism and malicious mischief, or **terrorism**, to the extent any such peril(s) are covered, all losses arising from such peril(s) occurring during a continuous period of 72 hours shall be deemed to be a single **occurrence**. The Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the time when the first loss occurs to the covered property, but no two such 72 hour periods shall overlap.

   If the **occurrence** commences during the Policy Period, then the Company shall treat the entire **occurrence** as occurring during the Policy Period.

2. The premium for this Policy is based upon the most recent Statement of Values on file with the Company.

3. In the event of loss under the Policy, the liability of the Insurer(s) shall be limited to the least of the following:

   a) The actual adjusted amount of loss, less applicable deductible(s); or

   b) Any other Limit of Liability or Sublimit of Insurance or Amount of Insurance specifically stated in this Policy to apply to any particular insured loss or coverage or location.

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All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #010

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

STANDARD PROPERTY CONDITIONS

This endorsement modifies insurance provided by the Policy:

The following provisions are hereby made part of this Policy. These provisions shall take precedence if and to the extent there is a conflict with any other policy provision(s).

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this Policy by the Insured, a minimum premium of $84,525 shall become earned, any provision of the Policy to the contrary notwithstanding. Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the Company to cancel on the Insured's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured remits and the Company receives the full policy premium within 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not affect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this Policy, this clause supersedes other cancellation clauses made a part of this Policy.

CANCELLATION: This Policy may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this Policy or last known address, written notice, stating when, not less than 90 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment shall be made as soon as practicable after cancellation becomes effective.

SERVICE OF SUIT CLAUSE

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

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It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts 02110 or his or her representative, and that in any suit instituted against the Company upon this Policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

WAR RISK EXCLUSION CLAUSE

The Company shall not be liable for any loss, caused directly or indirectly, by (1) hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack (a) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or force (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction; or (4) any consequence of any of the foregoing.

NUCLEAR EXCLUSION CLAUSE

The Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or not, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy. If the peril of fire is insured under this Policy, then, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy. This Policy does insure against loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.

SALVAGE AND RECOVERY CLAUSE

All salvages, recoveries, and payments (other than proceeds from subrogation and underlying insurance), will accrue entirely to the benefit of the Company until the sum paid or payable by the Company is recovered or reduced as applicable.

REQUIREMENTS IN CASE OF LOSS

The Insured shall:

1. Give prompt written notice of any loss or damage to the Company;

2. Promptly contact the applicable authority having jurisdiction in the event a law has been broken, and promptly file a written report with such authority;

3. Protect the property from further loss or damage;

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4. Separate the damaged and undamaged personal property;

5. Maintain such property in the best possible order;

6. Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed;

7. Furnish all other documents or insurance policies that the Company may reasonably require;

8. Allow the Company to access and inspect any of the damaged or undamaged property; and

9. Submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or any claim.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within sixty (60) days after the Company's request stating the time and origin of the loss, the interest of the Insured and of all others in the property, the value of each item thereof determined in accordance with the Valuation conditions of this Policy and the amount of loss or damage thereto and all encumbrances thereon, all other contracts of insurance, whether collectible or not, covering any of said property and any changes in the title, use, occupation, location, possession or exposures of said property subsequent to the issuance of this Policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss whether or not it then stood on leased ground. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of loss sent to the Company at P.O. Box 25967, Shawnee Mission, Kansas, 66225.

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for any loss or damage caused directly or indirectly by the seizure, confiscation or destruction of insured property by any governmental body or public authority, including any customs or quarantine action. This exclusion shall not apply to an order or action of a governmental body or public authority to destroy insured property for the purpose of preventing the spread of fire or explosion nor to the enforcement of any law or ordinance relating to the construction or repair of damaged property as covered by DEMOLITION AND INCREASED COST OF CONSTRUCTION of this Policy.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #011

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

PROPERTY MILLENNIUM ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

A. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:

   1. correctly recognize any date as its true calendar date;

   2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or

   3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean fire, lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

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All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #012

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease.**

As used herein, **communicable disease** means any infectious or contagious substance:

1. Including, but not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and

2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal,

that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder.

For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a **communicable disease** or (2) any tangible or intangible property insured hereunder that is affected by such **communicable disease.**

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #013

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

HIGH HAZARD EARTHQUAKE ZONES DEFINITION ENDORSEMENT
(NEW MADRID AND PACIFIC NORTHWEST)

This endorsement modifies insurance provided by the Policy:

New Madrid Earthquake Zone means the following counties and cities within the following states:

Arkansas: Clay, Craighead, Crittenden, Cross, Greene, Jackson, Lawrence, Lee, Mississippi, Monroe, Poinsett, Prairie, Randolph, Sharp, St. Francis;

Illinois: Alexander, Bond, Clinton, Franklin, Hardin, Jackson, Jefferson, Johnson, Madison, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Saline, St. Clair, Union, Washington, Williamson;

Indiana: Gibson, Pike, Posey, Vanderburgh, Warrick;

Kentucky: Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Livingston, Marshall, McCracken;

Mississippi: Bolivar, Coahoma, Desoto, Marshall, Tate, Tunica;

Missouri: Bollinger, Butler, Cape Girardeau, Dunklin, Franklin, Iron, Jefferson, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Scott, Stoddard, St. Charles, St. Francois, St. Genevieve, St. Louis, Warren, Washington, Wayne and the City of St. Louis;

Tennessee: Carroll, Crockett, Dyer, Fayette, Gibson, Hardeman, Haywood, Lake, Lauderdale, Madison, Obion, Shelby, Tipton, Weakley.

To the extent that the **New Madrid Earthquake Zone** or equivalent zone otherwise defined in this Policy is broader than the counties and city listed within the states shown above, the **New Madrid Earthquake Zone** is deemed to include those additional geographic areas.

Pacific Northwest Earthquake Zone means the following counties within the following states:

Washington: Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, and Whatcom; and

Oregon: Benton, Clackamas, Clatsop, Columbia, Coos, Curry, Douglas, Jackson, Josephine, Klamath, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, and Yamhill.

If this Policy's Coverage Territory includes Canada, then the **Pacific Northwest Earthquake Zone** (or equivalent zone) includes: The Province of British Columbia, Canada.

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To the extent that the **Pacific Northwest Earthquake Zone** or equivalent zone otherwise defined in this Policy is broader than the counties and province listed within the states as shown above, the **Pacific Northwest Earthquake Zone** is deemed to include those additional geographic areas.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #014

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

AIR SUPPORTED STRUCTURES EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following property is added to the Property Excluded section, Property Not Covered section or similar section of the Policy:

- **Air Supported Structures.**

As used in this endorsement, **Air Supported Structures** means structures composed of air-pressurized membrane beams, arches or other elements to enclose space and where the shape of the structure is attained by air pressure.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #015

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

GRAIN ELEVATOR EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following property is added to the Property Excluded section, Property Not Covered section or similar section of the Policy:

- **Grain Elevators**

As used in this endorsement, **Grain Elevator(s)** means the entire grain elevator complex, including receiving and testing offices, weighbridge, storage facilities, and processing facilities, and further includes any facility, silo, tower or elevator designed to stockpile, store, process, deposit or move grain.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #016

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

(1) DAMS, DIKES AND LEVEES AND (2) FILL BENEATH ANY BUILDINGS OR STRUCTURES EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following property is added to the Property Excluded section, Property Not Covered section or similar section of the Policy:

- Dams, dikes, levees, aqueducts and other surface containments.
- Fill beneath any buildings or structures.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #017

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

PROPERTY CYBER AND DATA EXCLUSION

This endorsement modifies insurance provided by the Policy:

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6. Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

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8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

All other terms and conditions of the Policy remain the same.

The above wording beginning with the words, "Notwithstanding any provision. . ." and ending with the words, ". . . a Computer System[.]" is identical to the wording and is the entire substantive exclusion of LMA5401, 11 November 2019.

Authorized Representative

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ENDORSEMENT #018

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

EXTORTION AND RANSOMWARE EVENT EXCLUSION

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary:

I. The Company does not insure any loss, cost, damage, expense or payment, directly or indirectly, arising out of, or attributable to:

1. **Extortion**; or

2. A **ransomware event** or any remediation of any **ransomware event**;

including any loss, cost, damage or expense to repair, replace or restore any **computer system** or data of any kind or description, including loss of functionality, reduction in functionality or loss of use of any **computer system** or data.

II. The following definitions apply to this endorsement:

1. **Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

2. **Extortion** means the demand or request for:

   a. Anything of value of any kind or description, including anything of monetary value or that can be converted into a tangible or intangible asset, or

   b. Any act, forbearance or promise to do something or refrain from doing something,

   in connection with: (i) any loss or damage to property (ii) loss, damage or release of data of any kind or description or (iii) any interruption of operations, including any interruption of the operations of any **computer system** of any kind or description; through any means or method, including a **ransomware event**, or any fear of or threat to cause such loss, damage, release or interruption.

3. **Ransomware event** means use of unauthorized or malicious software code to encrypt data or interrupt the operations of any **computer system** of any kind or description for the purpose of **extortion**.

For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #019

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

(1) DIGITAL ASSETS AND (2) OPERATIONS WITH RESPECT TO DIGITAL ASSETS EXCLUSIONARY ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

Notwithstanding any other provision of this Policy to the contrary, the following provisions apply:

I. The following is added to the Perils Excluded, Perils Not Covered or other similar section of this Policy:

The Company does not insure for any loss, cost, damage, expense or loss of use arising out of or caused directly or indirectly by the mining, acquiring, processing, transmitting, converting, exchanging, transacting, moving, holding, creating, destroying, deleting and/or other similar operations with respect to **digital assets** (hereinafter, collectively **operations**) regardless of the methodology or equipment used to accomplish such **operations.** Such loss, cost, damage, expense or loss of use is excluded regardless of any other cause or event contributing concurrently or in any sequence to such loss, cost, damage, expense or loss of use.

II. The following is added to the Property Not Covered, Property Excluded, Excluded Property or other similar section of this Policy:

- **Digital asset(s)**

III. The following is added to the Definition Section or similar section of the Policy:

- **Digital asset(s)** means cryptocurrency, virtual currency, crypto asset(s), smart contract(s), non-fungible token(s), other token(s) or any other similar term that is a digital representation of value designed to work as a medium of exchange, unit of account, or store of value that uses cryptography to secure financial transactions, control the creation of additional units, and/or verify the transfer of assets. **Digital asset(s)** also means any counterfeit or fictitious digital representation of value designed to work as a medium of exchange, unit of account, or store of value.

To the extent that there is any other term, grant of coverage or exception to an exclusion that could include or be construed to cover **digital assets** or **operations**, such term, grant of coverage or exception to an exclusion shall not be construed to provide any coverage for **digital assets** or **operations.**

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #020

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

GENERAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

Shared Coverage

All coverage under this Policy is provided on a shared basis unless a specific per "Member" amount is listed in the Policy. In the event of a single "occurrence" that causes direct physical loss or damage to property of more than one individual "Member", it is possible that the applicable shared limit of liability or shared sublimit(s) of liability (whether per "occurrence" or an Annual Aggregate basis), will be insufficient to fully indemnify the loss or damage as sustained by multiple individual "Members". If the applicable limit of liability or sublimit is insufficient, the amount recoverable by each individual "Member" will be prorated among all loss participants as determined by CIRSA. As a result, a delay in the reporting of claims by any individual "Member" could reduce or eliminate such individual "Member's" recovery under this Policy.

Authorized Representative

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ENDORSEMENT #021

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

In consideration of the premium charged, it is hereby agreed that the policy is amended to include the following:

- Service interruption must have a 24 hour qualifying period.
- The following is hereby excluded by this policy:

    1. Vehicles licensed for highway use.
    2. Contingent Time Element Coverages

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #022

This endorsement, effective 12:01 A.M., 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

DELETION OF ENDORSEMENT #017, entitled "(1) DAMS, DIKES AND LEVEES AND (2) FILL BENEATH ANY BUILDINGS OR STRUCTURES EXCLUSION ENDORSEMENT"

This endorsement modifies insurance provided by the Policy:

On the effective date of this endorsement as shown above, Endorsement #017, (1) DAMS, DIKES AND LEVEES AND (2) FILL BENEATH ANY BUILDINGS OR STRUCTURES EXCLUSION ENDORSEMENT is deleted in its entirety.

All other terms and conditions of the Policy remain the same.

Authorized Representative

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ENDORSEMENT #023

This endorsement, effective 12:01 AM, 01/01/2023
Forms a part of Policy No.: 006893580
Issued to: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)
By: LEXINGTON INSURANCE COMPANY

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

In consideration of the premium charged, it is hereby agreed that the policy is amended to include the following:

- Service interruption must have a 24 hour qualifying period.
- The following is hereby excluded by this policy:

    1. Contingent Time Element Coverages

All other terms and conditions of the Policy remain the same.

Authorized Representative

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A STOCK COMPANY

MARKEL®

EVANSTON INSURANCE COMPANY

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Secretary	**President**

MARKEL®

EVANSTON INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service you have with Us. This information can include: • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver’s license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. Personal information does not include: • publicly-available information from government records; • de-identified or aggregated consumer information. When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.
How?	All insurance companies need to share customers’ personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers’ personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy.
How do We collect your personal information?	We collect your personal information, for example, when you complete an application or other form for insurance perform transactions with Us, Our Affiliates, or others file an insurance claim or provide account information use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only sharing for Affiliates' everyday business purposes – information about your creditworthiness Affiliates from using your information to market to you sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.
For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.
For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.
Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.

EVANSTON INSURANCE COMPANY

NOTICE TO POLICYHOLDERS
CLAIM REPORTING

Please immediately report a new claim under this policy to:

newclaims@markel.com

For general claims inquiries after a claim has been reported, please email:

markelclaims@markel.com

In order for us to expedite the handling of your claim and quickly refer it to the appropriate party, please have the following information available:

- Claim number (or report as new)
- Your name, contact information and position with the Named Insured
- Date of loss
- Policy number and insured name
- Details of loss

Our address and additional contact information are as follows:

Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: 855-662-7535 (855) 6MARKEL

Markel understands the importance of having knowledgeable claims professionals prepared to answer your questions with personal attention and expertise. With claims professionals located across four times zones, you are sure to find the claims assistance you need -- when you need it.

PLEASE REFER TO THE POLICY FOR ANY NOTICE AND REPORTING PROVISIONS AND DUTIES IN THE EVENT OF LOSS OR DAMAGE TO COVERED PROPERTY.

EVANSTON INSURANCE COMPANY

U.S. TREASURY DEPARTMENT'S 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 OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.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 a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to 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. Other limitations on the premiums and payments also apply.

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POLICY NUMBER: MKLV2XPR001269

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FORMS SCHEDULE

FORM NUMBER	FORM NAME
MJIL 1000 08 10	Policy Jacket
MPIL 1007 01 20	Privacy Notice
MPIL 1074 02 20	Notice To Policyholders Claim Reporting
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
MDIL 1001 08 11	Forms Schedule
MEIL 1200 02 20	Service of Suit
MDCP 1015 06 17	Property Declarations
MECP 1213 02 15	Occurrence Limit of Liability - Excess
MECP 1215 12 21	Additional Property Exclusions And Conditions
MECP 1304 05 16	Exclusion Of Certified Acts Of Terrorism
MECP 1315 09 14	Exclusion - Asbestos
MECP 1316 09 14	Exclusion - Equipment Breakdown
MECP 1317 09 14	Exclusion - Biological, Radiological Or Chemical Materials
MECP 1322 09 14	Exclusion - Pollution
MECP 1326 09 14	Exclusion - Organic Pathogens
MECP 2208 04 22	Appraisal Condition
MEIL 1211 06 10	Minimum Earned Premium Amendment Endorsement
LMA 5583 Amended	Territorial Exclusion: Belarus, Russia and Ukraine
LMA3100	Sanction Limitation and Exclusion Clause
Manuscript Form	CIRSA 2023 PRIMARY 100M manuscript form
NMA-2914	Electronic Data Endorsement A

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

EVANSTON INSURANCE COMPANY

PROPERTY DECLARATIONS

POLICY NUMBER: MKLV2XPR001269 RENEWAL OF POLICY: MKLV2XPR000588

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)
Colorado Intergovernmental Risk Sharing Agency
3665 CHERRY CREEK NORTH DR
DENVER, CO 80209

Policy Period: From 01/01/2023 to 01/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Description Of Premises		
☒ Per schedule on file with company		
☐ As per schedule below:		
Prem. No.	**Bldg. No.**	**Location Address**

Limits Of Insurance			
Layer. No.	**Company Limit**	**Layer Limit**	**Layer Attachment**
1.	$5,000,000	Part of $25,000,000	Excess of $25,000,000

Producer Number, Name and Mailing Address
210287
Amwins Brokerage
3630 Peachtree Road Northeast, Suite 1700
Atlanta, GA 30326

Colorado Premium: __________
Fees: __________
Surplus Lines Tax: __________

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

<u>For Claims Made Policies - the following applies:</u>

This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy period or any applicable extended reporting period.

<u>For Policies where a Fee is being charged, the following applies:</u>

The cost of the insurance coverage provided herein includes a fee to a wholesale intermediary in addition to the premium charges.

Broker Name/Initials: Amwins Insurance Brokerage, LLC

Aggregates If Applicable, the Aggregate(s) Completed Below Apply.				
Layer	**Peril**	**Company Limit**	**Layer Limit**	**Layer Attachment**
	Earthquake	$5,000,000 In the aggregate	$25,000,000 In the aggregate	$25,000,000 In the aggregate
	Flood	$5,000,000 In the aggregate	$25,000,000 In the aggregate	$25,000,000 In the aggregate

Deductible
☐ Per Occurrence ☐ Per Location ☐ Per Building ☐ Exceptions:
☒ Per Underlying Insurance

Underlying Insurance
Carrier: HDI Global Insurance Company Policy Number: CPD5542204 Policy Period: 01/01/2023-01/01/2024

Premiums And Fees
Total Premium For This Coverage Part:
Minimum Earned Premium:
Inspection Fee:

Endorsements
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: **SEE MDIL 1001 ATTACHED**

These declarations, together with the Common Policy Conditions, Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

Countersigned: 01/31/2023 By: [signature]

DATE **AUTHORIZED REPRESENTATIVE**

MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCURRENCE LIMIT OF INSURANCE – EXCESS INSURANCE

This endorsement modifies insurance provided under all Property, Difference In Conditions and similar or related coverage forms attached to this policy.

SCHEDULE

Percentage Of Insured Value Per Item:

The following Special Terms and Conditions apply to this policy and supersede any provisions to the contrary in any applicable coverage form or endorsement:

1. The Limit Of Insurance or amount of insurance shown on the Declarations, or endorsed onto this policy, is the total limit or amount applicable to any one occurrence. In no event shall our liability exceed this limit or amount in one occurrence, regardless of the number of locations involved.

2**.** The premium for this policy is based on the Statement Of Values on file with us or attached to this policy. In the event of direct physical loss or damage to Covered Property as a result of a Covered Cause of Loss, our limit of insurance shall be the least of the following:

a. The actual adjusted amount of loss, less any applicable deductible.

b. The stated value for each scheduled item of lost or damaged property, as shown on the Statement of Values on file with us or Schedule attached to this policy. However, if a blanket limit is shown for the lost or damaged property on the Statement Of Values or Schedule attached to this policy, then that limit will apply.

The percentage shown in the Schedule of this endorsement applies to the individually stated value for lost or damaged property as shown on the latest Statement Of Values on file with us or Schedule attached to this policy.

If a percentage is not shown in the Schedule of this endorsement, then Paragraph **2.b.** does not apply.

c. The limit of insurance or amount of insurance shown on the Declarations or endorsed onto this policy.

Any Schedule attached to this policy supersedes any Statement Of Values on file with us or provided by the Insured.

3. Occurrence, where used in this policy, means any one loss, disaster, casualty, or series of losses, disasters or casualties arising out of one event.

4. The duration and extent of any one occurrence will not exceed the total of all loss sustained during any period of 168 consecutive hours from and by the same event, except with respect to loss caused by or resulting from:

a. Windstorm, hail, tornado, hurricane and cyclone, including ensuing collapse and water damage, any one occurrence will be limited to a period of 120 consecutive hours.

b. Riot, riot attending strike, civil commotion, looting, theft, vandalism and malicious mischief, any one occurrence will be limited to a period of 72 consecutive hours.

c. Earth movement, earthquake and fire following and directly occasioned by the earth movement or earthquake, any one occurrence will be limited to any period of 168 consecutive hours.

Losses arising from a combination of 2 or more causes of loss as a result of the same event shall be considered as having arisen from one occurrence. Notwithstanding the foregoing, the hourly limitations stated above shall not be exceeded with respect to the applicable causes of loss and no single occurrence shall encompass a time period greater than 168 consecutive hours.

The occurrence period defined in the Primary or Underlying Excess Policy shown in the Supplemental Declarations applies if it is shorter than the occurrence period shown in **4.** above,

When filing proof of loss, the insured may elect the moment at which the period of consecutive hours shall be deemed to have commenced, which may not be earlier than the time when the first loss to covered property occurs.

All other terms and conditions remain unchanged.

MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROPERTY EXCLUSIONS AND CONDITIONS

This endorsement modifies insurance provided under all Property, Difference In Conditions, and similar or related coverage forms attached to this policy.

A. Exclusions

We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. Nuclear Hazard

Nuclear reaction, nuclear radiation, or radioactive contamination, however caused.

But if nuclear reaction, radiation, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire, if fire is a Covered Cause of Loss under this policy.

2. Governmental Action

Seizure, confiscation, quarantine, or destruction of Covered Property by order of any governmental or public authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

3. War And Military Action

a. Any hostile or warlike action in time of peace or war, whether or not the war is declared, including action in hindering, combating, or defending against an actual, impending, or expected attack by:

(1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military forces;

(2) Military, naval, or air forces; or

(3) Any agent of any government, power, authority, or forces;

b. Any weapon of war, including but not limited to weapons employing atomic fission or radioactive force, whether in time of peace or war; or

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against any of these.

B. Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Brands And Labels

In the event of loss of or damage to labels, capsules, or wrappers, the loss will be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules, or wrappers.If branded or labeled merchandise covered by this policy is damaged, and we elect to take all or any part of such merchandise at the value established by the terms of this policy, you may, at your own expense, label the damaged property as salvage, or remove or obliterate the brands or labels, if such label, removal, or obliteration will not physically damage the merchandise; but you must re-label the merchandise or containers in compliance with the requirements of law.

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3. **Cancellation**

   a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

   b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

      (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      (2) 30 days before the effective date of cancellation if we cancel for any other reason.

   c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

   d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

   e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the 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.

   f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. **Changes**

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

   b. Notice to any agent or knowledge possessed by any agent or any other person will not:

      (1) Create a waiver or change any part of this policy; or

      (2) Prevent us from asserting any rights under this policy.

5. **Concealment, Misrepresentation, Or Fraud**

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

   a. This insurance;

   b. Any Covered Property;

   c. Your interest in any Covered Property; or

   d. A claim under this insurance.

6. **Control Of Property**

   a. Any act or neglect of any person, other than you, beyond your direction or control will not affect this insurance.

   b. The breach of any condition of this insurance at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

7. **Duties In The Event Of Loss Or Damage**

   a. You must see that the following are done in the event of loss or damage to Covered Property:

      (1) Notify the police if a law may have been broken.

      (2) Upon knowledge of any occurrence likely to give rise to claim for covered loss or damage, you shall give us written notice as soon as practicable, but no later than one year from the expiration of this insurance. Include a description of the property involved.

      (3) As soon as possible, give us a description of how, when, and where the loss or damage occurred.

      (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

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(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also, permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn, proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this insurance at any time during the policy period and up to 3 years afterward.

9. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys of the subject(s) of this insurance at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged.

c. We do not:

(1) Make safety inspections;

(2) Undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or

(3) Warrant that any conditions:

(a) Are safe or healthful; or

(b) Comply with laws, regulations, codes, or standards.

d. Paragraphs **a.**, **b.**, and **c.** of this condition apply not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

e. Paragraphs **b.** and **c.** of this condition do not apply to any inspections, surveys, reports, or recommendations we may make relative to certification under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

10. 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.

11. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

a. There has been full compliance with all of the terms of this insurance; and

b. The action is brought within one year after the date on which the direct physical loss or damage occurred.

12. Liberalization

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

13. Mortgageholders

a. The term mortgageholder includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgageholder.

All of the terms of this policy will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

14. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

15. Other Insurance

a. You may have other insurance subject to the same plan, terms, conditions, and provisions as this insurance. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that our applicable Limit of Insurance bears to the limits of all insurance covering on the same basis.

b. If there is other insurance covering the same loss or damage other than that described in **a.** above, 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 our applicable Limit of Insurance.

16. Pair, Set, Or Parts

In the event of loss of or damage to any:

a. Article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of such article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

b. Part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

17. Policy Period, Coverage Territory

Under this policy:

a. We cover loss or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the coverage territory.

b. The coverage territory is:

(1) The United States of America (including its territories and possessions); and

(2) Canada.

18. Premiums

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.

19. Salvage And Recovery

If we pay you for the loss, and the lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

a. You must notify us promptly if you recover property or receive payment;

b. We must notify you promptly if we recover property or receive payment;

c. Any recovery expenses incurred by either are reimbursed first;

d. You may keep the recovered property or payment received, but you must refund to us the amount of the claim paid or any lesser amount to which we agree; and

e. If the claim paid is less than the agreed loss due to a deductible or other limiting terms of this policy, any recovery will be prorated between you and us based on our respective interest in the loss.

20. 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.

21. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this insurance 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:

a. Prior to a loss to your Covered Property or Covered Income;

b. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) Your tenant; or

(3) A business firm:

(a) You own or control; or

(b) That owns or controls you.

This will not restrict your insurance.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

All coverages, coverage parts or coverage forms included in the Property coverage section(s) of this policy are subject to the following conditions:

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
CA, ME, MO, OR, WI	All Commercial Property and Commercial Inland Marine coverages, coverage parts or coverage forms attached to this policy.
GA, HI, IL, IA, NJ, NY, NC, RI, WA, WV	All Commercial Property coverages, coverage parts or coverage forms attached to this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. 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 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.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not

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apply to insurance provided under any other types of coverage forms or endorsements, including but not limited to Business Income and/or Extra Expense coverages or any other time element or consequential coverages.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, 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 a nuclear hazard exclusion or a war and military action exclusion.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under all Property and similar or related coverage forms attached to this policy.

The following exclusion is added and is therefore not a Covered Cause Of Loss:

We will not pay for loss or damage arising out of, resulting from, or related in any way to the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Asbestos

Asbestos, asbestos-containing material or any material or substance containing asbestos or that is alleged to have contained asbestos.

We shall have no duty of any kind with respect to any such loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EQUIPMENT BREAKDOWN

This endorsement modifies insurance provided under all Property and similar or related coverage forms attached to this policy.

The following exclusion is added and is therefore not a Covered Cause Of Loss:

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Equipment Breakdown

1. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force.

2. Electrical or electronic breakdown; or

3. Rupture, bursting, bulging, implosion, or steam explosion, which originate within:

   a. Steam boilers;

   b. Steam turbines;

   c. Steam engines;

   d. Steam pipes; or

   e. Gas turbines;

   including equipment attached to and forming a part of thereof.

But if an excluded loss described above results in loss or damage caused by fire, water or other means to extinguish a fire, or combustion explosion other than from any of the property described in this exclusion, then we will pay for that resulting loss or damage.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BIOLOGICAL, RADIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under all Property and similar or related coverage forms attached to this policy.

The following exclusion is added and is therefore not a Covered Cause Of Loss:

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Biological, Radiological Or Chemical Materials

Loss or damage caused directly or indirectly by the actual or threatened malicious use of pathogenic or poisonous biological, radiological or chemical materials, whether in time of peace or war, and regardless of who commits the act.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLLUTION

This endorsement modifies insurance provided all Property and similar or related coverage forms attached to this policy.

A. The following exclusion is added and is therefore not a Covered Cause Of Loss:

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless or any other cause or event that contributes concurrently or in any sequence to the loss.

Pollution

The discharge, dispersal, seepage, migration, release, escape or existence of contaminants or "pollutants".

This exclusion applies regardless of whether there is any:

1. Direct physical loss or damage to Covered Property;

2. Loss of use, occupancy or functionality or decreased valuation of Covered Property or loss of Business Income;

3. Cost of removal, treatment, disposal, decontamination, replacement or restoration of Covered Property which has been contaminated by toxic or hazardous substances, contaminants or "pollutants" and by law or civil authority must be removed, contained, treated, detoxified or neutralized, disposed of, decontaminated, replaced or restored; or

4. Suit or administrative proceeding or action involving the insured.

But if the discharge, dispersal, seepage, migration, release, escape or existence of contaminants or "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

B. The following definitions are added and replace any similar definition in any primary or underlying excess policy:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic or hazardous substances and waste. Waste includes materials to be, or that have been, recycled, reconditioned or reclaimed.

"Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism or malicious mischief; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action, falling objects; weight of snow, ice or sleet; and water damage.

1. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

a. The cost of filling sinkholes; or

b. Sinking or collapse of land into man-made underground cavities.

2. Falling objects does not include loss or damage to:

a. Personal property in the open; or

b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

3. Water damage means:

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a. Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

b. Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of any water exclusion included in this policy.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **3.a.** or **3.b.** of this definition of "specified causes of loss," such water is not subject to the provisions of any water exclusion which precludes coverage for surface water or water under the surface of the ground.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIC PATHOGENS

This endorsement modifies insurance provided under all Property coverage forms attached to this policy.

A. The following exclusion is added and is therefore not a Covered Cause Of Loss:

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Organic Pathogens

Presence, growth, proliferation, spread or any activity of "organic pathogens".

This exclusion applies regardless of whether there is any:

1. Direct physical loss or damage to Covered Property;

2. Loss of use, occupancy or functionality or decreased valuation of Covered Property or loss of Business Income;

3. Action required, including but not limited to, testing, repair, replacement, removal, clean-up, abatement, disposal, relocation, or actions taken to address medical or legal concerns; or

4. Suit or administrative proceeding, or action involving the insured.

This exclusion replaces any "Fungus", Wet Rot, Dry Rot And Bacteria exclusion or other similar exclusion in this policy.

B. With respect to this exclusion, the following definitions are added and replace any similar definitions in this policy:

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Organic pathogen" means:

a. Any organic irritant or contaminant including, but not limited to, "fungus", wet or dry rot, bacteria, virus or other microorganisms of any type, and their by-products such as spores or mycotoxins; or

b. Any disease-causing agent as classified by the Environmental Protection Agency.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPRAISAL CONDITION

This endorsement modifies insurance provided under all Property, Difference In Conditions, and similar or related Coverage Forms attached to this policy.

The following Condition is added and supersedes any other similar condition:

Appraisal

If we and you disagree on the value of the property or the amount of the loss, we and you may agree to an appraisal of the loss. If either we or you do not agree to an appraisal of the loss, then no such appraisal will proceed. If we and you agree to an appraisal it must be in writing. Within 20 business days of that written agreement, we and you will each choose a competent and impartial appraiser who does not have a financial interest in the claim or appraisal award, including a contingent interest in the outcome of the claim or appraisal award. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 business days, we or you may request that the choice be made by a judge of a court of record in the state where the property is located. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the value of the property and amount of the loss.

Each party will:

a. Pay its own appraiser; and

b. Bear any additional expense of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

All other terms and conditions remain unchanged.

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POLICY NUMBER: MKLV2XPR001269

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM AMENDMENT ENDORSEMENT

The following modifies all coverage forms and coverage parts attached to this policy.

If this insurance policy is canceled at your request, there will be a Minimum Earned Premium retained by us of of the premium, whichever is the greater. Cancellation for nonpayment of premium is considered a request by the first Named Insured for cancellation of this policy.

All other terms and conditions remain unchanged.

Territorial Exclusion: Belarus, Russia and Ukraine

Notwithstanding anything to the contrary in this contract, this contract excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly, arising from or in respect of any:

i. entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
ii. individual that is resident in or located in an **Excluded Territory**;
iii. claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**; or
iv. payment in an **Excluded Territory**.

For purposes of this exclusion, "**Excluded Territory**" means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

All other terms, conditions and exclusions remain unchanged.

LMA 5583 Amended

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

Insured: Colorado Intergovernmental Risk Sharing Agency
Policy No: MKLV2XPR001269
Endorsement No: 1
Effective Date: 01/01/2023

ELECTRONIC DATA ENDORSEMENT A

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed $1,000,000 any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Insured: Colorado Intergovernmental Risk Sharing Agency
Policy No: MKLV2XPR001269
Endorsement No: 1
Effective Date: 01/01/2023

ELECTRONIC DATA ENDORSEMENT A (CONT'D)

[NMA-2914]

All other declarations, terms and conditions remain unchanged.

Authorized Signature

INSURANCE POLICY
FOR
COLORADO INTERGOVERNMENTAL
RISK SHARING AGENCY (CIRSA)

In consideration of the premium payable in accordance with Section 8, the below signed company(ies) (hereinafter referred to as the Insurer) agree(s) to insure the Named Insured (hereinafter referred to as the Insured) as per the terms and conditions of the following Contract.

1. Named Insured

   Colorado Intergovernmental Risk Sharing Agency

2. Mailing Address:

   3665 Cherry Creek North Drive

   Denver, CO 80209

3. Term

   This policy attaches at 12:01 a.m., Local Standard Time, January 1, 2023 to 12:01 a.m., Local Standard Time, January 1, 2024.

4. Territory

   This policy covers worldwide.

5. Participation

   This policy covers 100% interest in this insurance and the subscribing Insurer(s) are not liable for more than their indicated percentages of this insurance

6. Limits of Liability

$	5,000,000	Per Occurrence
		Part of
$	25,000,000	Per Occurrence
		Excess of
$	25,000,000	Per Occurrence, which in turn excess of underlying deductibles

7. Program Sublimits

   The Company will not be liable for more than its proportionate share of the following program sublimits of insurance and aggregate sublimits of insurance, in any one occurrence. These sublimits of insurance are part of and not in addition to the occurrence limit of insurance above:

$	10,000,000	Per Occurrence and Annual Aggregate on Flood any one entity, with maximum of $50,000,000 Per Occurrence and Annual Aggregate

$	10,000,000	Per Occurrence and Annual Aggregate on Earthquake any one entity, with maximum of $50,000,000 Per Occurrence and Annual Aggregate
$	50,000,000	Per Occurrence Extra Expense
$	3,000,000	Business Income Limit for Lamar Power Plant (above underlying deductibles)
$	1,000,000	Unintentional Errors & Omissions each loss and annual aggregate for each member
		Other sublimits per underlying Colorado Intergovernmental Risk Sharing Agency (CIRSA) Coverage Document are per member per CIRSA policy.

8. Deductible

$	1,000,000	Per Occurrence, except
$	5,000,000	Per Occurrence Wind and Hail
		Flood coverage in National Flood Insurance Program (NFIP) zone A flood will be provided for losses to properties eligible for coverage through the National Flood Insurance Program (NFIP), but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued for $1,000,000 or more.

9. Coverage

This policy will follow form with Colorado Intergovernmental Risk Sharing Agency "CIRSA Property and Crime Policy" Coverage Part I (First Party Property) policy period 01/01/2023-01/01/2024.

All other Coverage Parts are excluded.

Flood coverage in National Flood Insurance Program (NFIP) zone A flood will be provided for losses to properties eligible for coverage through the National Flood Insurance Program (NFIP), but only in excess of NFIP maximum available limits, whether coverage is purchased through NFIP or not, and this only applies to locations valued for $1,000,000 or more. Properties not eligible for NFIP will be covered.

It is agreed that this policy excludes coverage for direct physical loss or damage to any overhead transmission lines, distribution lines or structures supporting those lines, and loss of business income resulting from such direct physical loss or damage. This exclusion does not include street lights, traffic lights and other similar items.

10. Premium/Rate

$		Annual Deposit Premium adjustable at expiration based on inception values of [redacted] Premium shall be adjustable at expiration based on an annual rate of [redacted] of Average Annual Values.

11. Premium Adjustment/Audit

Additions ~~-~~of any new entit~~y~~, during the policy year with property values of $25,000,000 or greater must be reported upon the effective date of coverage to the Company and an approval will be requested from this term's lead market (to be determined each renewal) and everyone will follow accordingly.

Additions, including builder's risk at completed project value, newly acquired locations during the policy year with property values of $25,000,000 or greater must be reported to the Company.

Pro rata premium adjustments will be made based on the rates outlined above. These changes will be made by endorsement.

Additions, including builder's risk at completed project value, newly acquired locations and new entities; during the policy year with property values less than $25,000,000 will be automatically added to coverage. For these additions, premium adjustments will be made at the end of year audit.

Premium adjustments due to valuation changes during the policy year for those entities currently on the policy will be made at the end of year audit.

At audit, end of year premium adjustments will be calculated by taking the average of the values at inception and expiration (not including those entities added on a pro rata basis during the policy year) and applying the applicable rates then subtracting the deposit premium from the total. A negative end of year premium adjustment will be the amount returned to the Insured. A positive end of year premium adjustment will be the amount charged by the Company.

For the purposes of the end of year premium adjustments, the values at inception are: property values and auto physical damage values total values

12. Definitions

Occurrence

The term "Occurrence" as used herein means an accident or "event", including continuous or repeated exposure to the same generally harmful conditions.

It is further agreed that for the purpose of this insurance, all losses caused by windstorms, cyclones or tornadoes, hail, sleet, or atmosphere disturbance occurring during each period 72 consecutive hours shall be considered one "occurrence" whether such windstorms, cyclones or tornadoes, hail, sleet, or atmospheric disturbance were continuous or sporadic in their sweep or scope, and irrespective of whether same was due to the same meteorological or geological condition.

Each loss by Flood shall constitute a single Occurrence if any Flood occurs within a period of the continued rising or overflow of any body of water and the subsidence of same.

Earthquake and volcanic action that occur within 168 hour period will constitute a single occurrence.

Each "condition" shall be deemed to commence on the first happening of any material damage from windstorms, cyclones or tornadoes, hail, sleet, earthquake, volcanic action or atmospheric disturbance not within the period of any previous "occurrence".

13. Cancellation

This policy may be canceled at any time at the request of the Insured and may also be canceled by the Insurer by delivering or mailing to the Insured's Department of Insurance ninety (90) days written notice of intent to cancel, or ten (10) days written notice of intent to cancel for nonpayment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in this notice shall become the end of the policy period. Delivery of such written notice either by the Insured or this Insurer shall be equivalent to mailing.

Cancellation shall not affect coverage on any shipment already in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted at the point of final destination.

14. Priority of Payments

In determining the amount of loss from any one occurrence for which this policy is excess, the combined total loss, damage or expense caused by any peril or perils resulting in covered loss or damage to any property or coverages insured under any underlying insurance shall be used, even though all such perils, property or coverages may not be insured under this policy.

All claims payments made under any underlying insurance shall first apply to those perils, property or coverages not insured against by this policy. Upon exhaustion or diminishment of any underlying policy limits, this policy shall drop down and be liable for the amount of loss in excess or any remaining or exhausted limits attributed to such underlying policy but only as respects perils or coverages insured under this policy and subject to the limit and sublimits of this policy.

15. Drop Down Clause (Applicable to Excess Placements):

In the event of reduction or exhaustion of the aggregate limit(s) designed in the primary and underlying policy(ies), it is hereby understood and agreed that such insurance afforded by this policy shall apply excess of the reduced or exhausted underlying limits.

Excess policies shall recognize for purposes of exhaustion or reduction of limits loss, damage and expense insured by the primary and other underlying policy(ies) even if such loss, damage and expense would not be insured by this excess policy.

16. Signed Adjustor

It is agreed that at the Insured's option, the Company will use Engle Martin for the adjustment of all claims made against this Policy. This assignment may be changed by mutual consent of the Insured and the Company.

17. Notice of Loss

As soon as reasonable after an occurrence of loss or damage is known by the Insured's Home Office Insurance Department, they shall report such occurrence to Insurer(s) and/or their designated adjuster. However, the Insured is not obligated to report occurrences which, in the opinion of the Insurance Department, will not exceed the applicable underlying deductible.

18. Proof and Suits

It is understood and agreed that the conditions of this policy relating to the time for filing proofs and the commencement of suit or action at law are waived, provided, however, that the Insured will use due diligence to present proofs at as early a date as will be practicable. The maximum time for commencement of suits or action at law is two (2) years after the date of loss.

19. Payment of Loss

Loss is to be adjusted with and made payable to the Insured, or as otherwise directed. All losses shall be due and payable no later than thirty (30) days after presentation, acceptance of proofs of loss by this Insurer or its appointed representative.

Subject to the foregoing, permission is granted to partially adjust claims for presentation, acceptance and payment.

20. Reinstatement

Except for the application of aggregate limits applicable to flood and earthquake, any loss under this policy shall not reduce the amount of insurance provided by this policy.

21. Arbitration

If the Insured and Insurers fail to agree on the amount of adjusted loss, each, upon written demand either of the Insured or of the Insurers made within thirty (30) days after receipt of proof of loss by the Insurer, shall select a competent and disinterested appraiser. The appraisers will then select a competent and disinterested umpire. If they should fail for fifteen (15) days to agree upon such umpire, then upon the request of the Insured or of this Insurer such umpire shall be selected by a judge of court of record in the county and state in which such appraisal is pending. Then at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Insurer shall each pay their chosen appraiser, and shall bear equally the other expenses of the appraisal and of the umpire.

22. Subrogation & Recoveries

Any release from liability entered into by the Insured prior to loss hereunder, other than as previously provided in this policy, shall not affect this policy nor the right of the Insured to recover hereunder. The right of subrogation against the Insured or subsidiary or affiliated corporations or companies or any other corporations or companies associated with the Insured through ownership or management is waived.

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefor. The Insured shall execute all papers required and shall do anything that may be necessary at the expense of the Insurer to secure such right. The Insurer will act in concert with all other interests concerned, i.e., the Insured and other company(ies) participating in any loss, in the exercise of such rights of recovery. As a result of subrogation, or other efforts, if any amount is recovered, the net amount recovered shall be divided between the interests concerned in the proportion of their respective interests. Necessary expenses shall be divided between the interests concerned in proportion of their respective recoveries. If there should be no recovery, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.

23. Errors and Omissions

No unintentional error or omission made by the Insured shall void or impair the insurance hereunder, but shall be corrected when discovered.

24. Titles

Titles of paragraphs of this form and any subsequent endorsements are used solely for convenience of reference and do not limit, increase, or change the provisions to which they relate.

25. Endorsements

Changes in the terms and conditions of this policy will be made by numbered endorsements.

26. Assistance & Cooperation of Insured

The Insured shall cooperate with this Insurer, and, upon this Insurer's request and expense, shall assist in effecting settlements, securing and giving evidence, obtaining and attendance of witnesses, and in the conduct of suits.

Attached to and forming a part of policy number MKLV2XPR001269

Of the Evanston Insurance Company

Issued to Colorado Intergovernmental Risk Sharing Agency

Authorized Signature

MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

CHANGE NUMBER: 2

POLICY NUMBER: MKLV2XPR001269	POLICY CHANGES EFFECTIVE DATE: 02/17/2023	COMPANY: EVANSTON INSURANCE COMPANY
NAMED INSURED: Colorado Intergovernmental Risk Sharing Agency 3665 Cherry Creek North Dr Denver,CO,80209	AUTHORIZED REPRESENTATIVE Darron Johnston Amwins Brokerage 3630 Peachtree Road Northeast, Suite 1700 Atlanta, GA 30326	
COVERAGE PART(S) AFFECTED: Commercial Property		

The following item(s):

☐	Insured's Name/Additional Named Insureds	☐	Insured's Mailing Address	☐	Policy Number
☐	Effective/Expiration Date/Policy Period	☐	Company	☒	Locations/Location Description
☐	Insured's Legal Status/Business Description	☐	Minimum Earned Premium	☐	Rates
☐	Coverage Forms and Endorsements	☐	Policy Cancel/Reinstatement	☐	Limits/Exposures/Premium Basis
☐	Additional Insureds, Loss Payees, Mortgagees	☐	Buildings/Personal Property	☐	Deductibles
☐	Aggregate Cap	☐	Classification/Class Codes	☐	Underlying Insurance Information
☐	Per Vehicle Limit	☐	Vehicle	☐	Drivers
☐	Vehicle Description (Type/Year/Make/Model/ Vehicle Identification Number/Cost New/Value)	☐	Equipment	☐	Other (describe below)

is (are) ☐ changed ☒ added ☐ deleted as shown below:

The following location and values are added to this policy.

Johnstown Community YMCA
165 Settler Way
Johnston, CO 80534

Building:
Contents:
EDP:

The above amendments result in a change in the premium as follows:

☐	**NO CHANGES**	☐	**TO BE ADJUSTED AT AUDIT**	☒	**ADDITIONAL PREMIUM**	☐	**RETURN PREMIUM**
☐	**NO RETURN PREMIUM – CLAIM STILL IN PROCESS**	☐	**NO RETURN PREMIUM – TOTAL LOSS TO INSURED ITEM**	☐	**NO RETURN PREMIUM – FULLY EARNED PROVISION APPLIES**	☐	**OTHER (DESCRIBE):**

All other terms and conditions remain unchanged.

: ______________________________
AUTHORIZED REPRESENTATIVE

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

For Claims Made Policies – the following applies:
This policy is a claims-made policy which provides liability coverage only if a claim is made during the policy period or any applicable extended reporting period.

Broker Name/Initials: Amwins Insurance Brokerage, LLC

Colorado Premium: ____________
Fees: ____________
Surplus Lines Tax: ____________