



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2 M-20-3D5B-FC06 F V

000794 3125

TRAILSIDE EAST TOWNHOMES OF

RIFLE INC

ATTN INTEGRATED MOUNTAIN

ATTN GROUP

PO BOX 908

GLENWOOD SPGS CO 81602-0908



RENEWAL DECLARATIONS

Policy Number 96-EJ-M334-8

Policy Period	Effective Date	Expiration Date
12 Months	JUL 19 2026	JUL 19 2027
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address

JESSE DALTON

436 EAST AVE

RIFLE CO 81650-2336

PHONE: (970) 665-9770

Residential Community Association Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM	\$	959.00
Disaster Mitigation	\$	2.00
Total Amount	\$	964.73

Discounts Applied:
Renewal Year
Claim Record

CO FAIR Plan \$3.73

Prepared
MAY 21 2026
CMP-4000

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Continued on Reverse Side of Page

Page 1 of 7

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530-606 a.2 05-31-2011 (o1f3231c)

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for TRAILSIDE EAST TOWNHOMES OF
 Policy Number 96-EJ-M334-8

SECTION I - PROPERTY BLANKET

Coverage A - Buildings
 Coverage B - Business Personal Property

Limit of Insurance*
 \$ 42,200
 No Coverage

Location Number	Location of Described Premises
001	351-381 W 5TH ST RIFLE CO 81650-2343

AUXILIARY STRUCTURES

Location Number	Description
001A	SIDEWALKS
001B	Storage, Equipment, or Laundry
001C	Storage, Equipment, or Laundry
001D	Storage, Equipment, or Laundry
001E	DRIVEWAY

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 304.0

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 MAY 21 2026
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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for TRAILSIDE EAST TOWNHOMES OF
Policy Number 96-EJ-M334-8

**SECTION I - DEDUCTIBLES**

Basic Deductible \$1,000

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$1,000		

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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005105 294
E

Continued on Reverse Side of Page

Page 3 of 7

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for TRAILSIDE EAST TOWNHOMES OF
Policy Number 96-EJ-M334-8

Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

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005105

Continued on Next Page

Page 4 of 7



RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for TRAILSIDE EAST TOWNHOMES OF
Policy Number 96-EJ-M334-8

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$25,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$10,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

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005106 294
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Page 5 of 7

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for TRAILSIDE EAST TOWNHOMES OF
Policy Number 96-EJ-M334-8

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4815.1	*Directors & Officers Liability
CMP-4206.3	*Amendatory Endorsement
CMP-4587	*Exclusion Silica
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4550	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
FE-3650	Actual Cash Value Endorsement
CMP-4561.5	Policy Endorsement
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4508	Money and Securities
CMP-4710	Employee Dishonesty
CMP-4532	Exclusion Cyber Incident
FD-6007	Inland Marine Attach Dec
	* New Form Attached

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Michelle Mancias
Secretary

State Farm
President

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005106

Continued on Next Page

Page 6 of 7



RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for TRAILSIDE EAST TOWNHOMES OF
Policy Number 96-EJ-M334-8

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0410-ST-1-1001

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Colorado law requires that we provide the following information to you:

In addition to other allowable reasons for which your policy premium may have been adjusted upward or downward from your prior renewal, your premium increased due to the following:

An increase in the Claims History Rating or Commercial Experience Rating premium adjustment owing to any additional qualified claims since your last renewal.

Please contact your State Farm agent if you have any questions about your policy.

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Po Box 2915
Bloomington IL 61702-2915

Named Insured

M-20-3D5B-FC06 F V

TRAILSIDE EAST TOWNHOMES OF
RIFLE INC
ATTN INTEGRATED MOUNTAIN
ATTN GROUP
PO BOX 908
GLENWOOD SPGS CO 81602-0908

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	96-EJ-M334-8	
Policy Period	Effective Date	Expiration Date
12 Months	JUL 19 2026	JUL 19 2027
The policy period begins and ends at 12:01 am standard time at the premises location.		

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739	Inland Marine Conditions
FE-8743.1	Inland Marine Computer Prop
FE-1401	Exclusion Cyber Incident

See Reverse for Schedule Page with Limits

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FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	\$ 10,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 10,000		Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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530-686 a.2 05-31-2011 10182

IMPORTANT NOTICE

Regarding Changes to Your Policy

CMP-4815.1 Directors and Officers Liability is added to your State Farm® policy and replaces **CMP-4815 Directors and Officers Liability**.

The following changes to your policy are effective with this policy term:

- The following is added to **Section II – Exclusions**:
 - Any liability under or breach of any oral, written, or implied contract or agreement or for liability of others assumed by you under any such agreement. This exclusion does not apply if you would have been liable in the absence of such contract or agreement.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECTORS AND OFFICERS LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. The following coverage is added to **SECTION II – LIABILITY**:

DIRECTORS AND OFFICERS LIABILITY

- a. When a Limit Of Insurance is shown in the Declarations for Directors And Officers Liability, we will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this endorsement applies. We will have the right and duty to defend the insured, by counsel of our choice, against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this endorsement does not apply. We may at our discretion, investigate any incident and settle any claim or "suit" with or without the insured's consent, for any reason and at any time. But:

- (1) The most we will pay for damages is limited as described in **SECTION II – DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up that amount in the payment of judgments or settlements for a "wrongful act".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II – Supplementary Payments**.

- b. This insurance applies to a "wrongful act" only if the "wrongful act" takes place:
 - (1) During the policy period and a claim is made in writing or "suit" filed during the same policy period; or
 - (2) Prior to the policy period where:
 - (a) There is no other insurance which:
 - i. Is valid and collectible; or
 - ii. Would be valid and collectible but for the exhaustion of the limits of insurance;

- (b) No insured listed under **SECTION II – WHO IS AN INSURED** and no “employee” authorized by you to give or receive notice of a “wrongful act”, had prior knowledge or could reasonably have foreseen any circumstances which might result in a claim or “suit”; and
- (c) A claim is made in writing or “suit” filed and brought during the policy period.
- c. All damage involving a single “wrongful act” or a series of related “wrongful acts”, caused by one or more persons, is considered one “wrongful act”.
- 2. With respect to coverage provided under Directors And Officers Liability, all exclusions under **Section II – Exclusions** are replaced with the following:

Section II – Exclusions

This coverage provided under Directors And Officers Liability does not apply to:

- a. **Criminal Acts**

Dishonest, fraudulent, criminal or malicious act, including fines and penalties resulting from these acts.

- b. **Actual Knowledge Or Intent**

“Wrongful act” by an insured with actual knowledge of its wrongful nature or with intent to cause injury or damage.

- c. **Bodily Injury, Property Damage Or Personal Or Advertising Injury**

“Bodily injury”, “property damage” or “personal or advertising injury” liability.

- d. **Profit Or Advantage From Securities**

Any profit, remuneration or advantage, resulting from the purchase or sale of any securities, including an accounting of these.

- e. **Salaries Or Compensations**

Salaries, compensations, bonuses or other remuneration, of employees, directors, officers, “managers” or trustees.

- f. **Insurance Policy and Claims**

Any failure or omission to effect, maintain, or procure any insurance policy or bond, including any failure or omission to report a loss or obtain proper amounts, forms, conditions or provisions on any insurance policy or bond.

- g. **Personal Profit Or Advantage**

Damages arising out of any transaction of the insured from which the insured will gain any personal profit or advantage, which is not shared equitably by the members of the organization.

- h. **Civil Right Violations**

Violations of any federal or state civil rights law or local ordinance, including but not limited to discrimination on account of race, religion, disability, sex or age.

- i. **Non-Monetary Relief**

Any costs incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief.

- j. **Fines Or Penalties**

Any civil or criminal fines or penalties imposed by law or taxes.

- k. **ERISA**

Any obligation of the insured under the Employees’ Retirement Income Security Act (ERISA) and any amendments thereto or any similar federal, state or local statute.

- l. **Pollution, “Fungi” Or Bacteria**

“Pollutants”, “fungi”, bacteria, wet or dry rot or nuclear reaction or the cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”, “fungi”, bacteria, wet or dry rot or nuclear reaction.

- m. **Construction Operations**

Damage caused by or resulting from operations (including construction, design, survey and engineering services) performed by or on behalf of the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

n. Rights Against Builder

Any failure or inability of any insured to enforce your rights against the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

o. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

p. Employment-Related Practices

(1) Damages to:

(a) A person arising out of any:

- i. Refusal to employ that person;
- ii. Termination of that person's employment; or
- iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, malicious prosecution, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of Paragraph (a) above.

(2) This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity;**
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury; or**
- (c) Whether the injury causing event described in Paragraph (1)(a) above occurs before employment, during employment or after employment of that person.**

q. Other Organizations

Any "wrongful act" committed or allegedly committed by any insured serving in any position or capacity in any organization or association other than the Named Insured even if the Named Insured directed or requested that insured to serve in such other position or capacity.

r. Supervision Of Contractors

Any "wrongful act" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

s. Budgeting

Any act or failure to budget, reserve, conduct reserve studies or account for the cost to upkeep, maintain or address deficiencies or repairs regarding any premises insured under this policy.

t. Contractual

Any liability under or breach of any oral, written, or implied contract or agreement or for liability of others assumed by you under any such agreement. This exclusion does not apply if you would have been liable in the absence of such contract or agreement.

3. With respect to coverage provided under Directors And Officers Liability, SECTION II – WHO IS AN INSURED is replaced by the following:

The unqualified word insured means only the following:

- a. Any of your directors, officers, "managers" or trustees, collectively and individually, which form your administrative body provided that each individual:**
 - (1) Is duly elected or appointed to serve on the managing body of the organization; and**
 - (2) Acts within the scope of their duties as a director, officer, "manager" or trustee on your behalf;**

However if the declarant, builder, sponsor, developer, promoter, engineer or architect is also a director, officer, "manager" or trustee, the declarant, builder, sponsor, developer, promoter, engineer or architect is an insured, but only with respect to their liability arising solely out of his or her capacity as a director, officer, "manager" or trustee.

- b. The Named Insured shown in the Declarations with respect to liability because of "wrongful acts" committed by an insured.
 - c. Any of your members or renters, but only with respect to their liability for your activities or activities they perform on your behalf as a member of a committee appointed by the administrative or managing body.
 - d. Any lawful spouse of any person identified in Paragraph a.(1) or a.(2) above, but only in respect to liability arising solely out of his or her capacity as a spouse where such liability seeks damages from the marital property, community property, jointly held property or property transferred from any person identified in Paragraph a.(1) or a.(2) above. The spouse is not an insured for any "wrongful act" of any person in Paragraph a.(1) or a.(2) above.
 - e. No person or organization, including those listed in Paragraphs a. through d. above, is an insured with respect to "wrongful acts":
 - (1) For which that person or organization may be liable in their capacity as a declarant, builder, sponsor, developer, promoter, engineer or architect; or
 - (2) While acting within the scope of their duties for a declarant, builder, sponsor, developer, promoter, engineer or architect.
4. With respect to coverage provided under Directors And Officers Liability, **SECTION II – LIMITS OF INSURANCE** is replaced by the following:

SECTION II – DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE

- a. The Limits Of Insurance for Directors And Officers Liability, shown in the Declarations, and the rules below, fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Premises insured;
 - (3) Claims made or "suits" brought; or
 - (4) Persons or organizations making claims or bringing "suits".
 - b. The most we will pay for damages because of any one "wrongful act" is the Directors And Officers Liability Limit shown in the Declarations.

The most we will pay for the sum of all damages because of all "wrongful acts" during the policy period is the Directors And Officers Aggregate Limit shown in the Declarations.
5. With respect to coverage provided under Directors And Officers Liability, the following definition is added to **SECTION II – DEFINITIONS**:
- "Wrongful act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an insured arising solely out of his or her capacity as director, officer, "manager" or trustee relating to the operations of your organization.

All other policy provisions apply.

CMP-4815.1

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(CONTINUED)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT (Colorado)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. When used in this policy or in any endorsement attached to this policy, the word "spouse" is replaced with "spouse or party to a civil union recognized under Colorado law".
2. Paragraphs 2.b.(6) and 2.b.(7) under **Mortgageholders** of the **Property General Conditions** are replaced by the following:
 - (6) If we cancel this policy, we will provide notice to the mortgageholder at least 10 days before the effective date of cancellation.
 - (7) If we elect not to renew this policy, we will provide notice to the mortgageholder at least 10 days before the expiration date of this policy.
3. Paragraph 8. of **SECTION I AND SECTION II – COMMON POLICY CONDITIONS** is replaced by the following:
 8. **Premiums**
 - a. The first Named Insured shown in the Declarations:
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums we pay.
 - b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
 - c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - (1) Paid to us prior to the anniversary date; and
 - (2) Determined in accordance with Paragraph b. above.
 Our forms then in effect will apply.
 - d. Undeclared exposures or change in your business operation, acquisition or use of premises may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.
 - e. The premium for this policy may vary based upon:
 - (1) The purchase of other insurance from the "State Farm Companies";
 - (2) The purchase of products or services from an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
 - (3) An agreement, concerning the insurance provided by this policy, that the "State Farm Companies" has with an organization in which you have a membership, or of which you are a subscriber, licensee, or franchisee.
 - f. Your purchase of this policy may allow:
 - (1) You to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the "State Farm Companies", subject to their applicable eligibility rules; or
 - (2) The premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the "State Farm Companies" or by an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm

Companies" do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

4. The following Conditions are added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**:

a. Increase In Premium Or Decrease In Coverage

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we provide notice of our intention, including the actual reason, to the first Named Insured at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.

b. Cancellation

- (1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

(2) Cancellation Of Policies In Effect For:

(a) Less than 60 Days

If this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel this policy by providing to the first Named Insured notice of cancellation at least:

- i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- ii. 30 days before the effective date of cancellation if we cancel for any other reason.

(b) 60 Days Or More

- i. If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- 1) Nonpayment of premium;
- 2) A false statement knowingly made by the insured on the application for insurance; or
- 3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.

- ii. If we cancel, we will provide notice of cancellation to the first Named Insured:

- 1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- 2) At least 45 days before the effective date of cancellation, if we cancel for any other reason.

- (3) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- (4) If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

- (5) If this policy insured more than one Named Insured:

- (a) The first Named Insured may affect cancellation for the account of all insureds; and

- (b) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

c. When We Do Not Renew

If we decide not to renew this policy, we will provide notice of nonrenewal to the first Named Insured shown in the Declarations at least 45 days before:

- (1) The expiration date; or

(2) The anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

5. IF THIS POLICY PROVIDES MEDICAL MALPRACTICE LIABILITY INSURANCE AS PROVIDED IN THE COLORADO CODE, THE FOLLOWING SUPERSEDE ANY PROVISIONS TO THE CONTRARY:

a. Paragraph (2)(b) of Cancellation is replaced by the following:

(b) 60 Days or More

i. If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- 1) Nonpayment of premium;
- 2) The license of the insured health care provider has been suspended or revoked by the appropriate state regulatory authority;
- 3) A false statement knowingly made by the insured on the application for insurance; or
- 4) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.

ii. If we cancel, we will provide notice to the first Named Insured:

- 1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 2) 90 days before the effective date of cancellation if we cancel for any other reason.

b. When We Do Not Renew is replaced by the following:

If we decide not to renew this policy, we will provide notice to the first Named Insured shown in the Declarations notice of the nonrenewal in accordance with Colorado law, at least 90 days before the expiration date.

All other policy provisions apply.

CMP-4206.3

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(CONTINUED)

IMPORTANT NOTICE

Regarding Changes to Your Policy

CMP-4587 EXCLUSION – SILICA OR SILICA-RELATED DUST is added to your State Farm® policy.

The following changes to your policy are effective with this policy term:

- **SECTION II – LIABILITY, Section II – Exclusions**

- **Silica or Silica-Related Dust:** There is no coverage for “bodily injury”, “property damage” and “personal and advertising injury” losses related to “silica” or “silica-related dust”, including any loss, cost or expense arising out of abating, testing for, monitoring, cleaning up, or other related activities, of “silica” or “silica-related dust”, by any insured or by any other person or entity.

- **SECTION II – DEFINITIONS:** “Silica” or “Silica-related dust” is added.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

***DISCLAIMER:** This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following is added to Section II – Exclusions:

Silica or Silica-Related Dust

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising, in whole or in part, out of the actual, alleged, threatened, or suspected inhalation of, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, “silica” or “silica-related dust”.
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, “silica” or “silica-related dust”, by any insured or by any other person or entity.

B. The following definitions are added to SECTION II – DEFINITIONS:

1. “Silica” means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. “Silica-related dust” means a mixture or combination of silica and other dust or particles.

All other policy provisions apply.

CMP-4587

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(CONTINUED)

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act. 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 certain air carriers or vessels 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. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

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