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

Po Box 2915
Bloomington IL 61702-2915

RENEWAL DECLARATIONS

Named Insured

AT3 M-24-1238-FADB F V
001854 3125
PONDEROSA HOMEOWNERS
ASSOCIATION #1
8755 E BROADWAY BLVD
TUCSON AZ 85710-4015

Policy Number	93-16-2259-4	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	NOV 13 2026	NOV 13 2027

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address
JOE ROBINETTE INS AGENCY INC
4640 E SUNRISE DR STE 200
TUCSON AZ 85718-4576

PHONE: (520) 577-8833
(800) 449-3731

0112-ST--0001

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 $ 16,809.00

Discounts Applied:
Renewal Year
Multiple Unit
Claim Record

Prepared
SEP 21 2026
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001	282, 288, 294 276 E ROOT WAY TUCSON AZ 85705-1726	$ 695,900	No Coverage
002	283, 289, 295 277 E ROOT WAY TUCSON AZ 85705-1725	$ 695,900	No Coverage
003	282, 288, 294 276 E PONDEROSA ST TUCSON AZ 85705-1722	$ 695,900	No Coverage
004	283, 289, 295 277 E PONDEROSA ST TUCSON AZ 85705-1721	$ 695,900	No Coverage
005	282, 288, 294 276 E SCHEIBE WAY TUCSON AZ 85705-1732	$ 695,900	No Coverage
006	283, 289, 295 277 E SCHEIBE WAY TUCSON AZ 85705-1731	$ 695,900	No Coverage
007	282, 288, 294 276 E HADLEY ST TUCSON AZ 85705-1747	$ 695,900	No Coverage
008	252, 258, 264 246 E HADLEY ST TUCSON AZ 85705-1745	$ 695,900	No Coverage

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

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Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
009	228, 234, 240 222 E HADLEY ST TUCSON AZ 85705-1745	$ 695,900	No Coverage
010	289, 295 283 E HADLEY ST TUCSON AZ 85705-1746	$ 554,200	No Coverage
011	271 & 277 E HADLEY ST TUCSON AZ 85705-1746	$ 370,200	No Coverage
012	270 E ROOT WAY TUCSON AZ 85705-1755	$ 186,300	No Coverage
013	271 E ROOT WAY TUCSON AZ 85705-1754	$ 186,300	No Coverage
014	247 & 253 E SCHEIBE WAY TUCSON AZ 85705-1757	$ 412,600	No Coverage
015	229, 235, 241 223 E SCHEIBE WAY TUCSON AZ 85705-1757	$ 695,900	$ 22,800
016	252, 258, 264 246 E SCHEIBE WAY TUCSON AZ 85705-1756	$ 695,900	No Coverage
017	253, 259, 265 247 E PONDEROSA ST TUCSON AZ 85705-1721	$ 733,000	No Coverage

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
018	235 & 241 E PONDEROSA ST TUCSON AZ 85705-1721	$ 370,200	No Coverage
019	234 & 240 E SCHEIBE WAY TUCSON AZ 85705-1756	$ 370,200	No Coverage

AUXILIARY STRUCTURES

Location Number	Description	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001D	FURNITURE	$ 19,000	See Prop Sch
016A	Recreation Building	$ 14,900	See Prop Sch
017B	Fence, walls, etc.	$ 110,000	See Prop Sch
018C	Pool	$ 78,400	See Prop Sch

* 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: 256.5

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

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SECTION I - DEDUCTIBLES

Basic Deductible $5,000

Special Deductibles:

Money and Securities	$250	Employee Dishonesty	$250
Equipment Breakdown	$2,500		

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 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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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days

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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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

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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)	$5,000
Damage To Premises Rented To You	$300,000
Directors And Officers Liability	$1,000,000

AGGREGATE LIMITS	LIMIT OF INSURANCE
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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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

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-4203.4	*Amendatory Endorsement
CMP-4814.1	*Directors & Officers Liability
CMP-4587	*Exclusion Silica
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4829	Guaranteed Replacement Cost
CMP-4550	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
CMP-4705.2	Loss of Income & Extra Expense
FE-3650	Actual Cash Value Endorsement
CMP-4573.2	Policy Endorsement
CMP-4532	Exclusion Cyber Incident
FD-6007	Inland Marine Attach Dec
	* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Mortgagee
Endorsement #: N/A
Loan Number: 0602113409

NATIONSTAR MORTGAGE LLC
ISAOA/ATIMA
PO BOX 7729
SPRINGFIELD OH 45501-7729

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

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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 Macias
Secretary

President

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.

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SEP 21 2026
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for PONDEROSA HOMEOWNERS
Policy Number 93-16-2259-4

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.

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

Po Box 2915
Bloomington IL 61702-2915

Named Insured

M-24-1238-FADB F V

PONDEROSA HOMEOWNERS
ASSOCIATION #1
8755 E BROADWAY BLVD
TUCSON AZ 85710-4015

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	93-16-2259-4	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	NOV 13 2026	NOV 13 2027

The policy period begins and ends at 12:01 am standard time at the premises location.

0612-ST--0001

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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SEP 21 2026
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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FD-6007

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT (Arizona)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

0712-ST--0001

1. **SECTION I – EXTENSIONS OF COVERAGE** is amended as follows:
   a. Paragraph **3. Fire Department Service Charge** does not apply.
   b. Paragraph **5. Water Damage, Other Liquids, Powder or Molten Material Damage** does not apply.
2. **SECTION I – CONDITIONS** is amended as follows:
   a. Paragraph **1.b. Appraisal** is replaced by the following:

      b. Appraisal

      If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

      (1) Pay its chosen appraiser; and

      (2) Bear the other expenses of the appraisal and umpire equally.

      If there is an appraisal, we will still retain our right to deny the claim.

   b. Paragraphs **2.b.(6)** and **2.b.(7)** under **Mortgageholders** 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. **SECTION I AND SECTION II – COMMON POLICY CONDITIONS** is amended as follows:
   a. Paragraph **2.** is replaced by the following:

      2. Concealment, Misrepresentation Or Fraud

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

      a. This policy;

      b. The Covered Property;

      c. Your interest in the Covered Property; or

      d. A claim under this policy.

      However, concealment or misrepresentation in the application for insurance shall not prevent recovery under the policy, unless:

      a. Fraudulent;

      b. Material either to the acceptance of the risk or to the hazard assumed by us; and

      c. We in good faith would not have issued the policy, would not have issued in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been known to us as required either by the application for the policy or otherwise.

   b. Paragraph **8.** is replaced by the following:

      8. Premiums

      a. The first Named Insured shown in the Declarations:

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(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.

c. The following conditions are added:

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. **Cancellation Of Policies In Effect For:**

(1) 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:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) 60 Days Or More

(a) 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:

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i. Nonpayment of premium;

ii. Your conviction of a crime arising out of acts increasing the hazard insured against;

iii. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;

iv. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

v. Substantial breach of contractual duties or conditions;

vi. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

vii. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

viii. Acts or omissions by you or your representative which materially increase the hazard insured against.

(b) If we cancel, we will provide to the first Named Insured and to the agent, if any, notice of cancellation, stating the reasons for cancellation. We will provide this notice at least:

i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

ii. 45 days before the effective date of cancellation if we cancel for any of the other reasons.

c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

d. We will provide notice in accordance with Arizona law.

e. 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.

f. If this policy insured more than one Named Insured:

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

(2) 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.

When We Do Not Renew

a. If we decide not to renew this policy, we will provide to the first Named Insured and to the agent, if any, notice of nonrenewal. We will provide this notice at least 45 days prior to the expiration of this policy.

b. We will provide notice in accordance with Arizona law.

c. If either one of the following occurs, we are not required to provide notice of nonrenewal:

(1) We or a company within the same insurance group has offered to issue a renewal policy; or

(2) You have obtained replacement coverage or agreed in writing to do so.

Renewal

a. If we decide to renew this policy and the renewal is subject to any of the following:

(1) Increase in premium;

(2) Change in deductible;

(3) Reduction in limits of insurance; or

(4) Substantial reduction in coverage;

we will provide notice of the change(s) to the first Named Insured at least 30 days before the anniversary or expiration date of the policy.

b. If renewal is subject to any condition described in Paragraphs a.(1) through a.(4) above, and we fail to provide notice 30 days before the anniversary or expiration date of this policy, the following procedures apply:

(1) The present policy will remain in effect until the earlier of the following:

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(a) 30 days after the date the notice is provided; or

(b) The effective date of replacement coverage obtained by the first Named Insured.

(2) If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

(a) The rates applicable to the terminated policy; or

(b) The rates presently in effect.

(3) If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

THE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE ONLY TO POLICIES INSURING CONDOMINIUMS:

1. Paragraph **2.b. Mortgageholders** of **SECTION I – CONDITIONS** is amended as follows:

   Paragraphs (2), (6) and (7) are replaced by the following:

   (2) If the condominium is terminated, we will pay for covered loss of buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear;

   In all other respects, we will pay for loss to buildings or structures to you or the designated insurance trustee in accordance with **Loss Payment** Condition.

   (6) If we cancel this policy, we will provide notice to the mortgageholder at least 30 days before the effective date of cancellation.

   (7) If we do not renew this policy, we will provide notice to the mortgageholder at least 30 days before the expiration date of this policy.

2. The following is added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**:

   Unit-Owner Acts or Omissions

   No act or omission by any unit-owner will void the policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the association.

All other policy provisions apply.

CMP-4203.4

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(CONTINUED)

IMPORTANT NOTICE

Regarding Changes to Your Policy

CMP-4814.1 Directors and Officers Liability is added to your State Farm® policy and replaces **CMP-4814 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 and brought no later than one year from the end of the policy period; or

      (2) Prior to the policy period where:

         (a) There is no other insurance which:

            i. Is valid and collectible; or

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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.

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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.

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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-4814.1

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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)

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

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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553-3447.1

IMPORTANT NOTICE . . . Data Compromise Coverage Now Available

1212-ST-0001

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
  - Informational materials;
  - Toll-free help line;
  - Credit report monitoring; and
  - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.