

Coalition Executive Risks Binder

Importance Notice

This certifies that, pending issuance of insurance policy number C-4LQK-150417-MLPSME-2024 in the form described below, Coalition Insurance Solutions, Inc. ("Coalition") is hereby binding the coverage described as follows:

Please be advised that compliance with applicable laws and payment of taxes and fees is the responsibility of the Producer or the Insured. As the surplus lines broker, it is your responsibility to comply with current state surplus lines stamping requirements prior to releasing the insurance contract to an Insured and all other surplus lines laws.

Please be advised that coverage for the above account is bound subject to all of the terms and conditions provided below.

This binder may be canceled at any time during the binder period by the Parent Company by giving written notice of cancellation to Coalition. This binder shall terminate automatically at its expiration as noted in the outlined terms.

If, subsequent to issuance of this binder, and prior to the effective date of the insurance contract, there is a material change in the condition of the Parent Company or if any notice of claim or circumstance giving rise to a claim is reported prior to the effective date of the insurance contract then the Parent Company must notify Coalition. Coalition reserves the right to rescind this binder as of its effective date or to modify the final terms and conditions of the coverage upon review of the information.

A short-rate premium charge may be made for this binder unless an insurance contract is issued by Coalition or Coalition rescinds this binder.

POLICY NO	C-4LQK-150417-MLPSME-2024
PARENT COMPANY	Meridian Lake Park Corp
ADDRESS	318 Elk Ave Crested Butte, US-CO 81224
BINDER PERIOD*	August 15, 2024 to September 15, 2024 Both dates 12:01 a.m. at the Parent Company's address above
POLICY PERIOD**	August 15, 2024 to August 15, 2025 Both dates 12:01 a.m. at the Parent Company's address above.
BROKER NAME AND AGENCY	Hanna Wolf HUB International Midwest Limited 55 E Jackson Boulevard Chicago, IL 60604
COMMISSION	20%

* This binder may be extended only in writing from Coalition.

** Policy issuance is subject to the Conditions below.

Policy Premium

Premium	Amount
COVERAGE PREMIUM	\$12,434.00
TOTAL	\$12,434.00

Coverage Summary

Coverage Part	Included	Premium	Coverage Part Limit of Liability	Retention*
DIRECTORS & OFFICERS AND ENTITY LIABILITY	✓	\$12,029	\$1,000,000	\$20,000
EMPLOYMENT PRACTICES LIABILITY	✓	\$405	\$1,000,000	\$20,000
FIDUCIARY LIABILITY	N/A	N/A	N/A	N/A
CRIME	N/A	N/A	N/A	N/A
SHARED OR SEPARATE LIMIT OF LIABILITY	Shared**			
AGGREGATE LIMIT OF LIABILITY	\$1,000,000***			

* For Directors & Officers and Entity Liability, Employment Practices Liability, and Fiduciary Liability Coverage Parts, the Retention applies on a per Claim basis and includes Defense Costs; for Crime Coverage Part, this amount is the Deductible, which applies on a per occurrence basis

** Not applicable to Crime Coverage Part

*** All Loss under all Coverage Parts, combined, other than Crime

Coverage under this policy is provided only for those Coverage Parts and Insuring Agreements for which a Limit of Liability appears. If no Limit of Liability is shown for a Coverage Part or Insuring Agreement, such Coverage Part or Insuring Agreement is not provided by this policy. The Coverage Part Limit of Liability shown above for each Coverage Part is the most the Insurer(s) will pay for all Loss on all Claims under such Coverage Part regardless of the number of Insuring Agreements purchased within each Coverage Part. If Coverage Part Limit of Liability are shared, the Insurer's maximum aggregate limit for all Loss covered under all Coverage Parts combined shall be the largest of such shared Limit of Liability. Such shared Limit of Liability shall be part of and not in addition to the Aggregate Limit of Liability.

Directors & Officers and Entity Liability (D&O)

Premium: \$12,029

Limit: \$1,000,000

Retention: \$20,000

Pending or Prior Date: August 15, 2023

Coverage Highlights

- Affirmative Cyber Coverage
- Executive Officer Disclosure Management Costs Coverage
Sublimit: \$100,000 per event / **Aggregate Sublimit:** \$250,000
Retention: \$20,000
- Employed Lawyers Sublimit
Sublimit: \$1,000,000 / **Retention:** \$20,000

Insuring Agreements	Limit of Liability	Retention
A. Individual Non-Indemnified Liability Coverage		\$0
B. Individual Indemnified Liability Coverage	\$1,000,000	\$20,000
C. Entity Liability Coverage		\$20,000
D. Investigative Inquiry Coverage	\$50,000	\$20,000
E. Crisis Management Coverage	\$100,000	\$0
F. Retired Independent Directors Coverage	\$50,000 Each Retired Independent Director	\$20,000
Limit is separate from and in addition to the Aggregate Policy Limit of Liability	\$250,000 Aggregate Limit of Liability for All Retired Independent Directors	
Coverage Extensions		
Additional Limit of Liability for Executives	\$1,000,000	\$0
Excess Benefits Coverage	\$1,000,000	\$2,000

Employment Practices Liability (EPL)

Premium: \$405

Limit: \$1,000,000

Retention: \$20,000

Pending or Prior Date: August 15, 2023

Coverage Highlights

- Biometric Information Defense Costs Coverage
Sublimit:\$250,000/ **Retention:** \$20,000
- Wage and Hour Defense Cost
Sublimit: \$250,000/ **Retention:** \$20,000
Coinsurance (per event): 0%
- IRCA Claim Defense Costs
Sublimit: \$100,000/ **Retention:** \$20,000
- Warn Act Coverage
Sublimit: \$100,000/ **Retention:** \$20,000
- Employee Privacy Violation Coverage
Sublimit: \$100,000 / **Retention:** \$20,000

Insuring Agreements	Limit of Liability	Retention
A. Employment Practices Liability Coverage	\$1,000,000	\$20,000
B. Third Party Liability Coverage	\$1,000,000	\$20,000
C. Workplace Violence Coverage	\$250,000	\$20,000

Schedule of Forms and Endorsements

The following schedule contains a general description of the coverages provided. For a detailed description of the terms conditions, exclusions, and limitations of this insurance you must refer to the applicable policy forms and endorsements identified.

Name of Endorsement / Form Code	D&O	EPL	Fiduciary	Crime
Not-For-Profit Company Declarations ERUSP-00DC-0923-N1	✓	✓		
Not-For-Profit General Terms and Conditions ERUSP-00PF-0923-G2	✓	✓		
Not-For-Profit Management and Company Liability Coverage Part ERUSP-00PF-0923-N1	✓			
Employment Practices and Third Party Liability Coverage Part ERUSP-00PF-0923-E1		✓		
BIOMETRIC INFORMATION DEFENSE COSTS SUBLIMIT ERUSP-50EN-00E017-0724-01		✓		
Disclosure Pursuant to Terrorism Risk Insurance Act ERUSP-00EN-040002-0923-01	✓	✓		
EMPLOYED LAWYERS SUBLIMIT ADDED ERUSP-50EN-00P012-0923-01 Sublimit: \$1,000,000	✓			
EXECUTIVE OFFICER DISCLOSURE MANAGEMENT COSTS COVERAGE ADDED ERUSP-50EN-00A018-0923-01 Sublimit: \$100,000 / \$250,000	✓			
IRCA CLAIMS DEFENSE COSTS COVERAGE ADDED ERUSP-50EN-00E015-0923-01 Sublimit: \$100,000		✓		
WAGE AND HOUR DEFENSE COST SUBLIMIT (STATE SPECIFIC) ERUSP-50EN-00E016-0923-01 Sublimit: \$250,000		✓		
WAR AND TERRORISM EXCLUSION NMA2918	✓	✓		
WARN ACT DEFENSE COSTS COVERAGE SUBLIMIT ENDORSEMENT ERUSP-50EN-00E028-0724-01		✓		

BREACH OF CONTRACT EXCLUSION AMENDED (ABSOLUTE WORDING, NOT-FOR-PROFIT DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART ONLY) ERUSP-50EN-00N009-0124-01	✓			
BREACH OF CONTRACT EXCLUSION AMENDED (INDEPENDENT CONTRACTOR ONLY) ERUSP-50EN-00E019-1123-01		✓		
Bodily Injury and Property Damage Exclusion Amended (Absolute Wording, D&O Only) ERUSP-50EN-03P005-0923-01	✓			
Bodily Injury and Property Damage Exclusion Amended (Absolute Wording, EPL Only) ERUSP-50EN-03E002-0923-01		✓		
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ERUSP-50EN-040001-0923-01	✓	✓		
DEVELOPER EXCLUSION ERUSP-50EN-00P045-0923-01	✓			
EMPLOYEE PRIVACY VIOLATION COVERAGE ADDED (SUBLIMIT FOR DEFENSE COSTS) ERUSP-50EN-00E006-0923-01 Sublimit: \$100,000		✓		
ENVIRONMENTAL MISMANAGEMENT CLAIM ENDORSEMENT ERUSP-50EN-00A054-1023-01	✓			
EXECUTIVE PERSONAL PROTECTION COSTS COVERAGE ADDED ERUSP-50EN-00P014-0923-01	✓			
PHYSICAL OR SEXUAL ABUSE EXCLUSION ADDED ERUSP-50EN-00A031-0923-01	✓	✓		
REPORTING AND NOTICE PROVISION AMENDED ERUSP-50EN-00A036-1023-01	✓	✓		
SERVICE OF SUIT ERUSP-50EN-04A051-0923-01	✓	✓		
STATE AMENDATORY INCONSISTENCY ADDED ERUSP-50EN-00P037-0923-01	✓	✓		

UK CORPORATE MANSLAUGHTER COSTS ENDORSEMENT ERUSP-50EN-00A055-1023-01	✓			
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The titles of the endorsements are provided for convenience only. Coverage provided pursuant to these endorsements shall be interpreted and applied without regard to such titles.

Insurers and Quota Share Percentage

Insurer	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23)			
↳ AUL 1274	25%	\$250,000	\$3,108.50
↳ AML 2001	25%	\$250,000	\$3,108.50
↳ AXS 1686	25%	\$250,000	\$3,108.50
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)			
↳ RNR 1458	25%	\$250,000	\$3,108.50

Extended Reporting Period

Period	Percentage of Annual Premium
1 Year	100%
3 Years	150%
6 Years	200%

Conditions

Issuance of an insurance contract is subject to satisfaction of the conditions below. If these conditions are not met, then this binder will be null and void ab initio (void from the beginning), insurance coverage will not take effect or bind to the insurance carrier(s), and no insurance contract will be issued.

- An authorized representative of the Parent Company signs the Coalition application within thirty (30) days of the effective date of this binder.
- Premium must be paid and sent to Coalition by the due date on the invoice in order for coverage to be effective. However, payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

Please note this binder contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

Coverage provided under this binder is superseded by the policy covering the same risk as of the date the policy is issued.