

Policy No.: CXS4033248

Insured Name: Aperture Homeowners Association, Inc

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

RSG Specialty, LLC.

If this policy is written on a Claims-Made basis, the following applies:

THIS POLICY IS A CLAIMS-MADE POLICY WHICH PROVIDES LIABILITY COVERAGE ONLY IF A CLAIM IS MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

If this is an Automobile policy and does not provide the basic complying policy coverage in section 10-4-617, C.R.S. the following the following applies:

THIS POLICY DOES NOT MEET THE STATUTORY REQUIREMENTS OF THIS STATE'S FINANCIAL RESPONSIBILITY LAWS. IT DOES NOT PROVIDE LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE.

If this is a Property and Casualty policy that provides coverage OUTSIDE the United States, its territories or possessions the following applies:

THIS POLICY IS ISSUED BY AN INSURANCE COMPANY THAT IS NOT REGULATED BY THE COLORADO DIVISION OF INSURANCE. THE INSURANCE COMPANY MAY NOT PROVIDE CLAIMS SERVICE AND MAY NOT BE SUBJECT TO SERVICE OF PROCESS IN COLORADO. IF THE INSURANCE COMPANY BECOMES INSOLVENT, INSURED OR CLAIMANTS WILL NOT BE ELIGIBLE FOR PROTECTION UNDER COLORADO INSURANCE LAW.



SURPLUS LINES BROKER SIGNATURE

SURPLUS LINES BROKER NAME



Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

DECLARATIONS

COMMERCIAL EXCESS LIABILITY POLICY

NEW

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

Policy Number
CXS4033248

ITEM 1. NAMED INSURED AND MAILING ADDRESS

APERTURE HOMEOWNERS ASSOCIATION, INC
C/O TOAD PROPERTY MANAGEMENT
P.O. BOX 2776
CRESTED BUTTE CO 81224

AGENT NAME AND ADDRESS

RT SPECIALTY (GREENWOOD VILLAGE, CO)
5299 DTC BLVD STE 510
GREENWOOD VILLAGE CO 80111-3326

Agent No.: 05028 Program No.: 89

ITEM 2. POLICY PERIOD From: 09/18/2024 To: 09/18/2025

12:01 A.M. Standard Time at your mailing address shown above.

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

ITEM 3. THE NAMED INSURED IS: Individual Partnership Corporation Joint Venture Other

ITEM 4. LIMIT(S) OF INSURANCE:

A. Each Occurrence..... \$ 5,000,000
B. Aggregate..... \$ 5,000,000

ITEM 5. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:

See Schedule of Controlling Underlying Insurance

ITEM 6. PREMIUM COMPUTATION:

Flat Premium: \$ 4,150.00
 Subject to Adjustment:
Estimated Deposit Premium \$ NOT APPLICABLE
Estimated Exposure Base: _____
Rate: _____ Per: _____
Policy Minimum Premium..... \$ _____
Audit Period: Annually Other: _____

TOTAL TAXES AND FEES 330.50
POLICY TOTAL 4,480.50

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:

See Schedule of Forms and Endorsements

THIS COMMERCIAL EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

**Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company**

**NOTICE TO POLICYHOLDERS
RESTRICTIONS OF COVERAGE**

This notice has been prepared in conjunction with the implementation of changes to your policy on the following forms. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

CU 21 27—Fungi or Bacteria Exclusion (Commercial Liability Umbrella)

When this endorsement is attached to your policy:

- Coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

CX 21 13—Fungi or Bacteria Exclusion (Excess Liability)

When this endorsement is attached to your policy:

- Coverage is restricted to exclude injury or damages arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.



**Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company**

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

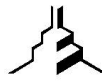
HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our website at www.nationwideexcessandsurplus.com.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy No. CXS4033248

Effective Date: 09/18/2024
12:01 A.M., Standard Time

Named Insured APERTURE HOMEOWNERS ASSOCIATION,
INC

Agent No. 05028

POLICY FEE	200.00
SURPLUS LINES TAX	130.50

TOTAL TAXES, SURCHARGES OR FEES:	330.50



SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CXS4033248

Effective Date 09/18/2024

12:01 A.M. Standard Time

Named Insured APERTURE HOMEOWNERS ASSOCIATION,
INC

Agent No. 05028

NOTX0146CW	07-21	NOTICE TO POLICYHOLDERS RESTRICTIONS OF COVERAGE
NOTX0178CW	03-16	CLAIM REPORTING INFORMATION
NOTX0423CW	12-20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
UTS-COVPG	03-21	COVER PAGE
XLS-D-1	07-22	COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS
XLS-SP-1-0319	01-21	COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE
CX 00 01	04-13	COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CX 21 02	04-13	TOTAL POLLUTION EXCLUSION
CX 21 13	04-13	EXCLUSION - FUNGI OR BACTERIA
CX 21 33	01-15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CX 21 43	12-23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CX 21 71	06-15	EXCLUSION UNMANNED AIRCRAFT
CX 21 77	12-19	EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES
CX 21 80	12-20	CANNABIS EXCLUSION WITH HEMP EXCEPTION
UTS-496	06-19	MINIMUM EARNED CANCELLATION PREMIUM
UTS-587	10-21	TOTAL ASSAULT AND/OR BATTERY EXCLUSION
UTS-597	01-22	LIMITATION OF COVERAGE-SWIMMING POOLS
UTS-611	07-22	EXCLUSION-BIOMETRIC INFORMATION
UTS-632	03-23	EXCLUSION-DESIGNATED CHEMICALS, COMPOUNDS, ENERGY, MATERIAL OR SUBSTANCES
UTS-650	09-23	ABSOLUTE FIREARMS EXCLUSION
UTS-74g	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-85g	02-98	ANIMAL EXCLUSION
UTS-9g	06-20	SERVICE OF SUIT CLAUSE
UXS-3008	01-07	CONTINUING OR ONGOING DAMAGE EXCLUSION
XLS-0270	05-15	CARE, CUSTODY OR CONTROL EXCLUSION



SCCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CXS4033248 Effective Date 09/18/2024

12:01 A.M. Standard Time

Named Insured APERTURE HOMEOWNERS ASSOCIATION, INC Agent No. 05028

XLS-0381	05-15	CROSS LIABILITY EXCLUSION (NAMED INSURED)
XLS-0432	11-08	DESIGNATED WORK EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
XLS-0520	11-08	EMPLOYMENT-RELATED PRACTICES EXCLUSION
XLS-0530	05-15	EMPLOYEES RETIREMENT INCOME SECURITY ACT EXCLUSION (E.R.I.S.A.)
XLS-0795	11-08	KNOWN INJURY OR DAMAGE EXCLUSION
XLS-0830	11-08	LIQUOR LIABILITY EXCLUSION
XLS-1160	11-08	PROFESSIONAL LIABILITY EXCLUSION
XLS-1370	11-08	EARTH OR LAND MOVEMENT EXCLUSION
XLS-1502	11-08	WAR LIABILITY EXCLUSION
XLS-2318	11-08	VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION EXCLUSION
XLS-2322	11-08	UNDERLYING SUBLIMIT COVERAGE EXCLUSION
XLS-2339	11-08	AUTO LIABILITY EXCLUSION
XLS-2376	12-12	HYDRAULIC FRACTURING EXCLUSION
XLS-2383	04-13	LIMITS ENDORSEMENT
XLS-2636	03-22	EXCLUSION-ATHLETIC OR SPORTS PARTICIPANTS-ALL CONTESTS OR EXHIBITIONS
XLS-2637	03-22	NEW YORK CONTRACTING OPERATIONS EXCLUSION
XLS-2661	06-22	PFC/PFAS EXCLUSION

Underwritten by: Scottsdale Insurance Company
 Home Office: One Nationwide Plaza • Columbus, Ohio 43215
 Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255
 1-800-423-7675 • A Stock Company

COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: CXS4033248 Effective Date: 09/18/2024
 12:01 A.M. Standard Time
 Named Insured: APERTURE HOMEOWNERS ASSOCIATION, INC Agent No.: 05028

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS	
Insurer's Name Evanston Insurance Company Policy Number 2AA414680 Policy Period <u>09/18/2024</u> to <u>09/18/2025</u>	General Liability	\$ <u>1,000,000</u>	Each Occurrence
		\$ <u>1,000,000</u>	Personal and Advertising Injury
		\$ <u>2,000,000</u>	General Aggregate (other than products/completed operations) * <u>Per Policy</u>
		\$ <u>Included</u>	Products/Completed Operations Aggregate
* General Aggregate Applies		<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Insurer's Name Policy Number Policy Period _____ to _____	Commercial Auto Liability	\$ _____	Bodily Injury and Property Damage Limit Each Accident
Insurer's Name Policy Number Policy Period _____ to _____	Auto Dealers Liability	\$ _____	Covered Autos Liability Each Accident
		\$ _____	General Liability Bodily Injury And Property Damage Liability Each Accident
		\$ _____	Personal and Advertising Injury Any One Person or Organization
		\$ _____	Products and Work You Performed Aggregate
		\$ _____	General Liability Aggregate
		\$ _____	Acts, Errors or Omissions Liability Aggregate

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**COMMERCIAL EXCESS LIABILITY
 SCHEDULE OF CONTROLLING UNDERLYING INSURANCE (continued)**

Policy No.: CXS4033248 Effective Date: 09/18/2024
 12:01 A.M. Standard Time
 Named Insured: APERTURE HOMEOWNERS ASSOCIATION, INC Agent No.: 05028

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS	
	Employer's Liability	Bodily Injury Limit	
Insurer's Name		\$ _____	Each Accident (by accident)**
Policy Number		\$ _____	Policy Limit (by disease)**
Policy Period _____ to _____		\$ _____	Each Employee (by disease)**
		** or unlimited in states where benefits are unlimited.	

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

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

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance of this Coverage Part will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent."Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Exclusion c. under Paragraph 2. **Exclusions** of **Section I – Coverages** is replaced by the following:

Insurance provided under this Coverage Part does not apply to:

2. Exclusions

c. Pollution

- (1) "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Fungi Or Bacteria

- a.** "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "injury or damage".
- b.** Any loss, cost or expenses arising 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, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following definition is added to the **Definitions** section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Unmanned Aircraft

"Injury or damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the "injury or damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

As used in this exclusion, loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";
- b. While it is in or on an "unmanned aircraft"; or
- c. While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft".

- B.** The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

Electronic Smoking Device

"Injury or damage" arising out of the following:

1. The design, manufacture, distribution, sale, maintenance, use or repair of:
 - a. An "electronic smoking device"; or
 - b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, cartridge, liquid, flavoring, solutions of any kind, or ingredients therein;
2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or

3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph **A.1.b.** of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

B. The following definition is added:

"Electronic smoking device" means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece. "Electronic smoking devices" include, but are not limited to, battery-powered:

1. Cigarettes;
2. Pipes;
3. Cigars;
4. Hookahs; and
5. Vaporizers, other than steam or mist inhalers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION WITH HEMP EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

1. "Injury or damage" arising out of:

- a.** The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
- b.** The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or

2. Property damage to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the injury or damage involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to bodily injury or property damage arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1)** An insured; or
- (2)** Any other person for whom you are legally responsible;

but only if the bodily injury or property damage does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. The exclusion in Paragraph **A.** does not apply to:

- 1.** "Injury or damage" arising out of goods or products containing or derived from hemp, including, but not limited to:
 - a.** Seeds;
 - b.** Food;
 - c.** Clothing;
 - d.** Lotions, oils or extracts;
 - e.** Building materials; or
 - f.** Paper.

2. Property damage to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

- (1)** The bodily injury or property damage occurs;
- (2)** The "event" which caused the bodily injury or property damage takes place; or
- (3)** The offense which caused the personal and advertising injury was committed.

C. If the applicable "controlling underlying insurance" provides coverage for personal and advertising injury caused by:

- 1.** False arrest, detention or imprisonment; or

2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then the exclusion in Paragraph **A.** does not apply to "injury or damage" that is personal and advertising injury caused by such offenses.

- D.** The following definition is added to the **Definitions** section:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **D.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

- b. Any compound, by-product, extract, derivative, mixture or combination, such as:

- (1) Resin, oil or wax;

- (2) Hash or hemp; or

- (3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **D.2.a.**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CXS4033248	09/18/2024	APERTURE HOMEOWNERS ASSOCIATION, INC	05028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 25% of the premium.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CXS4033248	09/18/2024	APERTURE HOMEOWNERS ASSOCIATION, INC	05028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL ASSAULT AND/OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to the Policy:

- A.** This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury,” or “injury or damage” directly or indirectly arising out of, caused by, or in any way related to:
1. Assault and/or battery committed by any insured, any “employee” of any insured, or any other person; or
 2. The attempt or failure to suppress or prevent assault and/or battery by any person in 1. above; or
 3. Any attempt by any person to avoid, prevent, suppress or halt any actual or threatened assault and/or battery; or
 4. The selling, serving or furnishing of alcoholic beverages which results or is alleged to have resulted in an assault and/or battery; or
 5. A failure to render aid before, during, or after an assault and/or battery; or
 6. A failure to notify authorities or emergency personnel including, but not limited to, police and emergency medical technicians before, during, or after an assault and/or battery; or
 7. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Hiring;
 - e. Training;
 - f. Monitoring;
 - g. Reporting to the proper authorities, or failure to so report; or
 - h. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraphs 1., 2., 3. or 4. above; or

- 8. Any obligation to share damages with or repay someone else who must pay damages resulting from paragraphs 1. through 7. above; or
 - 9. Liability of others assumed by an insured under any contract or agreement, either oral or in writing.
- B.** This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the assault and/or battery.
 - C.** This exclusion applies regardless of whether the perpetrator of the assault and/or battery was in a position of control, dominance or authority over the victim.
 - D.** This exclusion applies to all acts or omissions and all theories of liability (direct or vicarious) asserted against any insured, including but not limited to all theories of negligence, gross negligence, recklessness or intentional tort and shall not be subject to any severability or separation of insureds provision in the policy.
 - E.** This exclusion applies regardless of whether the assault and/or battery was committed using physical force, weapons, firearms, or any combination thereof.
 - F.** With respect to this exclusion, "bodily injury" or "injury or damage" includes mental injury or distress, disability, or sexual dysfunction.
 - G.** We will have no duty to defend any "suit" against any insured seeking injury or damages as a consequence of any assault and/or battery.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CXS4033248	09/18/2024	APERTURE HOMEOWNERS ASSOCIATION, INC	05028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE—SWIMMING POOLS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- ERRORS AND OMISSIONS COVERAGE PART**
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**
- COMMERCIAL EXCESS LIABILITY COVERAGE PART**

1. This insurance will apply to damages, bodily injury, property damage, personal and advertising injury, medical payments or injury or damage arising out of, caused by or in any way related to the ownership, maintenance, operation, supervision, use or rental of any “swimming pool” only if all the following criteria are satisfied:
 - a. The “swimming pool” is fenced with a self-closing, self-latching locking mechanism that is regularly serviced and maintained and in working condition;
 - b. Rules required to be posted under local, state, or federal law are posted and clearly visible;
 - c. Lifesaving equipment is available and in proper working condition;
 - d. All diving boards or platforms are one (1) meter or less in height;
 - e. All slides are ten (10) feet or less in height;
 - f. The depth(s) of the “swimming pool” are marked on the pool (not applicable to single family dwellings);
 - g. The “swimming pool” complies with the federal Virginia Graeme Baker Pool and Spa Safety Act, if applicable;
 - h. A certified lifeguard is on duty and in attendance during all scheduled swimming hours, if one is required to be present by a written contract or agreement, or local, state, or federal law;
 - i. The “swimming pool” is subject to regularly scheduled maintenance and safety inspections performed by qualified maintenance and inspection personnel;
 - j. You maintain records related to any and all inspections, maintenance, service, repair, and or work performed on or related to the “swimming pool” for six (6) years and ninety (90) days following the expiration of the policy; and
 - k. The “swimming pool” complies with any and all applicable laws, ordinances or regulations governing the “swimming pool.”

2. With respect to this endorsement, words and phrases that appear in quotation within this endorsement have special meaning. Other words and phrases that are not specifically defined within this endorsement will have the meaning described in the policy to which this endorsement is attached.

For purposes of this endorsement, the following definition applies:

“Swimming pool” means an artificial basin and its appurtenances, either constructed or operated for swimming, wading, or diving, and includes a swimming pool, wading pool, waterslide, hot tub, spa, or associated bathhouse.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CXS4033248	09/18/2024	APERTURE HOMEOWNERS ASSOCIATION, INC	05028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—DESIGNATED CHEMICALS, COMPOUNDS, ENERGY, MATERIAL OR SUBSTANCES

A. The following exclusions are added to the Policy:

This insurance does not apply to:

1. Asbestos

- a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to asbestos, asbestos fibers or any product containing asbestos or asbestos fibers;
- b. Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers; or
- c. Any fees, fines, costs, or expenses of any nature whatsoever related to or resulting from the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

2. Benzene

- a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, benzene in any form;
- b. Any damages, 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, benzene in any form, by any insured or by any other person or entity; or
- c. Any claim or suit by or on behalf of a governmental authority for damages, 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, benzene in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of benzene, or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with benzene in any form in causing the

“bodily injury,” “property damage,” “personal and advertising injury,” “damages,” “injury or damage” or medical expenses.

3. Bisphenol A (BPA)

- a. “Bodily injury,” “property damage,” “personal and advertising injury,” “damages,” “injury or damage” or medical expenses arising out of, caused by, based on, or in any way related to actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, “bisphenol” in any form;
- b. The actual, alleged, threatened or suspected presence, respiration, inhalation, existence, ingestion of, or exposure to “bisphenol” or any material, substance, or product containing “bisphenol,” however caused and whether direct or indirect, proximate or remote, or concurrently or in any sequence; or
- c. Any request, demand, claim, suit or order that you or others abate, test for, monitor, clean up, remove, recall, contain, treat, neutralize, detoxify, remediate, dispose of, or in any way respond to or assess the effects of “bisphenol” or any material, substance, or product containing or suspected of containing “bisphenol.”

For the purposes of this exclusion, the following definition applies:

“Bisphenol” means Bisphenol A; any compound, combination, or mixture containing Bisphenol A; any metabolite, derivate, derivative or additive of Bisphenol A; any polycarbonate or resin based on or containing Bisphenol A; and any reaction of Bisphenol A.

4. Brazilian Plywood

“Bodily injury,” “property damage,” “personal and advertising injury,” “damages,” “injury or damage” or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to the distribution, installation, use or removal of “plywood” originating from and/or manufactured in Brazil.

For the purposes of this exclusion, the following definition applies:

“Plywood” means a construction material made of thin layers of wood glued or pressed together, including any combination of medium density fibreboard, oriented strand board or particle board.

5. Chromated Copper Arsenate (CCA)

- a. “Bodily injury,” “property damage,” “personal and advertising injury,” “damages,” “injury or damage” or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged or suspected:
 - (1) Ingestion, inhalation, absorption, presence, or prolonged physical exposure or threat of exposure to Chromated Copper Arsenate (CCA), or any CCA derivative, in any form, or goods or products containing any form of CCA or any CCA derivative;
 - (2) Use of any form of CCA or any CCA derivative in constructing or manufacturing any good, product or structure;
 - (3) Removal of any form of CCA or any CCA derivative from any good, product or structure; or
 - (4) The manufacture, intellectual development, sale, transportation, storage or disposal of CCA, or any CCA derivative, or goods or products containing any form of CCA or any CCA derivative.

- b. Loss, cost or expense, including but not limited to defense costs, claim expenses, bonds or fees arising out of any request, demand or order that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, or mitigate or in any way respond to, or assess the effects of CCA or any CCA derivative; or repair, replace or improve any property as a result of such effects.
- c. Loss, cost or expense arising out of any claim or "suit" by or on behalf of a government authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, or mitigating, or in any way responding to, or assessing the effects of CCA; or repairing, replacing or improving any property as a result of such effects.
- d. This exclusion applies regardless of whether the "bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses, cost or expense:
 - (1) Actually or allegedly arises out of any other cause or event that contributes concurrently or in any sequence to "bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses, cost or expense including defects or negligence in design, construction, inspection or materials;
 - (2) Was caused by the instigation of, or with the direct or indirect involvement of any insured, any insured's employees, additional insureds or other persons on the insured's premises or worksite at any time; or
 - (3) Was caused by or arose out of the failure at any time of any insured, the insured's employees, additional insureds or other persons on any insured's premises or worksite to supervise or keep the premises or worksite in a safe condition.

6. Electromagnetic Field, Force or Matter

- a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to "electromagnetic radiation," including, but not limited to, "electromagnetic radiation" produced or distributed by, or coming from, any type of:
 - (1) Line or tower used to transmit electrical current of any voltage, such as any power or electrical line or tower, or used to broadcast or transmit any type of signal, including, but not limited to, cellular, radio or television line or tower or any satellite station;
 - (2) Device that uses, produces, emits, directs, amplifies or conducts "electromagnetic radiation," including, but not limited to, any cellular phone, computer, electric blanket, microwave oven, X-ray machine, laser, range finding equipment, laser-equipped surveying equipment, electrical transformer, antenna, satellite, radar dish or ultraviolet (UV) light;
 - (3) Radar, radar-guided weapon systems, radar detecting weapon systems, or directed-energy weapon systems, including, but not limited to, any police, military, or weather radar, and any laser, laser weapon systems or high electromagnetic pulse (EMP) weapon systems; or
 - (4) Imaging equipment, whether used for medical, ground imaging or any other purpose, including, but not limited to, any X-ray, magnetic resonance imaging equipment, or ground-penetrating radar.
- b. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses any part of which arises out of, or allegedly arises out of, exposure to or the presence of "radioactive matter" or "radiation" whether alone, or combined with any other substances or factors, whether included in a product or otherwise. This exclusion applies regardless of whether such exposure occurs within or outside a building.

- c. This exclusion applies regardless of whether any other cause or factor contributed concurrently or in any sequence to any “bodily injury,” “property damage,” “personal and advertising injury,” “damages,” “injury or damage” or medical expenses.

For the purposes of this exclusion, the following definitions apply:

- a. “Electromagnetic radiation” means, but is not limited to, any electrical or magnetic field of 30 Hz to 300 EHz, or any combination of electromagnetic or magnetic fields, radio waves, noise, charges, currents, signals or force of energy, radiation or electricity.
- b. “Radiation” or “radioactive matter” means, but is not limited to, ionizing radiation (either directly from unstable atomic nuclei or atoms, or as a consequence of a nuclear reaction), radioactive isotopes, alpha or beta particles or rays, gamma rays, X-rays, photons, nucleons, including protons and neutrons, and electrons.

7. Lead Contamination

- a. “Bodily injury,” “property damage,” “personal and advertising injury,” “damages,” “injury or damage” or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead in any form.
- b. 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 lead by any insured or by any other person or entity.

8. Nuclear Damage Liability

- a. “Bodily injury,” “property damage,” “personal and advertising injury,” “damages,” “injury or damage” or medical expenses:
 - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the “hazardous properties” of “nuclear material” and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. “Bodily injury,” “property damage,” “personal and advertising injury,” “damages,” “injury or damage” or medical expenses resulting from “hazardous properties” of “nuclear material,” if:
 - (1) The “nuclear material”:
 - (a) Is at any “nuclear facility” owned by, or operated by or on behalf of, an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- (3)** The “bodily injury,” “property damage”, “personal and advertising injury,” “damages,” “injury or damage” or medical expenses arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, repair, demolition, operation or use of any “nuclear facility,” but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to “property damage” to such “nuclear facility” and any property thereat.

“Bodily injury,” “property damage,” “personal and advertising injury,” “damages” and “injury or damage” include all forms of radioactive contamination of persons or property.

For purposes of this exclusion, the following definitions apply:

- a.** “Hazardous properties” includes radioactive, toxic or explosive properties.
- b.** “Nuclear facility” means:
- (1)** Any “nuclear reactor”;
 - (2)** Any equipment or device designed or used for:
 - (a)** Separating the isotopes of uranium or plutonium;
 - (b)** Processing or utilizing “spent fuel”; or
 - (c)** Handling, processing or packaging “waste”;
 - (3)** Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (4)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- c.** “Nuclear material” means “source material,” “special nuclear material” or “by-product material.”
- d.** “Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- e.** “Source material,” “special nuclear material” and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- f.** “Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor.”
- g.** “Waste” means any waste material:
- (1)** Containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content; and
 - (2)** Resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility.”

9. Silica Or Silica-Related Dust

- a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- b. 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.

For the purposes of this exclusion, the following definitions apply:

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

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE FIREARMS EXCLUSION

A. The following exclusion is added to the Policy:

This insurance does not apply to:

Firearms

“Bodily injury,” “property damage,” “personal and advertising injury,” “injury,” “damages,” “injury or damage” or medical expenses actually or allegedly caused by, arising out of, based upon, or in any way related to “firearms,” including:

1. An act or failure to act by any insured with respect to the prevention or suppression of the use or operation of any “firearms”;
2. Negligent
 - a. Supervising;
 - b. Hiring;
 - c. Employing;
 - d. Training; or
 - e. Monitoring;

of others by any insured with respect to the prevention or suppression of the use or operation of any “firearms”;
3. A failure to warn any person about the threat of any “firearms”;
4. A failure to render aid;
5. A failure to notify emergency personnel including, but not limited to, police and emergency medical technicians; or
6. Any obligation to share damages with or repay someone else who must pay damages resulting from items 1.-5. above.

This exclusion applies regardless of whether any alleged act or omission is committed by the insured, on behalf of the insured, at the direction of an insured, or by or at the direction of any other person or entity.

This exclusion applies regardless of whether any alleged act or omission is on premises owned or occupied by an insured, or owned or occupied by any other person or entity.

This exclusion applies regardless of the intent or degree of culpability of any insured or of any other person or entity.

This exclusion applies regardless of whether any other cause, event, "occurrence," material or substance contributed concurrently or in any sequence to any alleged "bodily injury," "property damage," "personal and advertising injury," "injury," "damages," "injury or damage" or medical expenses.

This exclusion applies regardless of the legal theory of liability or damages, including but not limited to vicarious liability, violation of any law or statute, criminal act, intentional act or negligence, and including but not limited to causes of action based on hiring, supervision, retention, training, instructing, advising, monitoring, providing security, or procedures or protocols.

B. For purposes of this endorsement, the following definition applies:

"Firearms" includes, but is not limited to, guns, handguns, revolvers, pistols, rifles, shotguns, semi-automatic weapons, stun guns or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

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PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

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ANIMAL EXCLUSION

This policy does not provide coverage for:

Bodily injury, property damage or medical payments to others, caused by any animal, whether owned or not owned by any insured.

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SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

COMMISSIONER OF INSURANCE

 1560 BROADWAY, SUITE 850

 DENVER, CO 80202

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

CORPORATION SERVICE COMPANY

 1900 W. LITTLETON BOULEVARD

 DENVER, CO 80202

_____/_____
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CONTINUING OR ONGOING DAMAGE EXCLUSION

The following is added to the policy:

Continuing Or Ongoing Damage Exclusion

This insurance does not apply to “property damage”/property damage when any of the following apply:

1. The “property damage”/property damage first occurred, began to occur or is alleged to have occurred or been in the process of occurring, to any degree, in whole or in part, prior to the inception date of this policy.
2. The “property damage”/property damage is indiscernible from other damage that is incremental, continuous or progressive damage arising from an “occurrence”/occurrence which first occurred, began to occur or is alleged to have occurred, to any degree, in whole or in part, prior to the inception date of this policy.

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CARE, CUSTODY OR CONTROL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I—COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Care, Custody Or Control

Any "injury or damage" for property damage to any property:

1. You own, rent, lease, occupy or use;
2. In your care, custody or control; or
3. As to which you are for any purpose exercising physical control.

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**CROSS LIABILITY EXCLUSION
(NAMED INSURED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I—COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Cross Liability

Any “injury or damage” arising out of any claim or suit brought by any Named Insured against another Named Insured.

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**DESIGNATED WORK EXCLUSION—
EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to paragraph 2. **Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Designated Work—Exterior Insulation And Finish Systems

“Injury or damage” included in the products-completed operations hazard as defined in the “controlling underlying insurance” and arising out of your work or operations or liability assumed by any insured under any contract, agreement or warranty described as:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an “exterior insulation and finish system” (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers,

accessories, flashings, coatings, caulking or sealants in connection with such a system.

2. Any work or operation with respect to any exterior component, fixture or feature of any structure if any “exterior insulation and finish system” is used on any part of that structure.

For purposes of this endorsement, “exterior insulation and finish system” means an exterior cladding or finish system used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced base coat; and
4. A finish coat providing surface texture and color.

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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Insurance provided under Coverage Part does not apply to:

Employment-Related Practices

“Injury or damage” to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person’s employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of “injury or damage” to that

person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

This exclusion applies:

- 1. Whether the insured may be liable as an employer or in any other capacity; and
- 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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**EMPLOYEES' RETIREMENT INCOME SECURITY ACT EXCLUSION
(E.R.I.S.A.)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I—COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Employees' Retirement Income Security Act

Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

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KNOWN INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Known Injury Or Damage

“Injury or damage” arising out of an occurrence, offense or accident which was known to any insured prior to the policy period.

For the purposes of this exclusion, “injury or damage” is known if, prior to the policy period, any insured authorized by you to give or receive notice of an occurrence, offense or accident knew that the “injury or damage” had occurred, in whole or in part.

If such insured knew, prior to the policy period that the “injury or damage” occurred, then any continuation, change or resumption of such “injury or damage” during or after the policy period will be deemed to have been known prior to the policy period.

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LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2.

Exclusions:

Insurance provided under this Coverage Part does not apply to:

Liquor Liability

"Injury or damage" which any insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

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PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Description of Professional Services:

ANY AND ALL PROFESSIONAL SERVICES.

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Professional Liability

“Injury or damage” arising out of the rendering or failure to render any professional service shown in the **Schedule** above.

_____/_____
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EARTH OR LAND MOVEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2.

Exclusions:

Insurance provided under this Coverage Part does not apply to:

Earth Or Land Movement

“Injury or damage” caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land, regardless of:

- a. The cause or source of such earth or land movement;
- b. Whether such earth or land movement arises from natural or man-made forces or causes; or

c. Whether such earth or land movement occurs:

- (1) Independently of;
- (2) As a result of;
- (3) In concurrence or connection; or
- (4) In any sequence associated

with any other natural or man-made forces, causes, events or operations.

Earth or land movement includes, but is not limited to, subsidence, settling, sinking, rising, slipping, falling away, caving in, shifting, expanding, contracting, dissolving, eroding, mudflow, sliding, tilting of land or earth, earthquakes, volcanic eruption and weather.

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WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

War Liability

Any "injury or damage" however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Violation Of Statutes

Any "injury or damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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UNDERLYING SUBLIMIT COVERAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Underlying Sublimit(s)

An "event" covered in the "controlling underlying insurance" unless the "controlling underlying insurance" limit for "injury or damage" is at least equal to the Applicable Limits as shown on the Schedule Of Controlling Underlying Insurance.

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AUTO LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

Auto Liability

Any "injury or damage" arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any auto.

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HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to Paragraph 2. **Exclusions of SECTION I—COVERAGES:**

Insurance provided under this Coverage Part does not apply to:

Hydraulic Fracturing

1. "Injury" or "damage":
 - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by an insured or by any other person or entity; or
 - b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring,

cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items 1. or 2. above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.
2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.
3. "Gas fracking" or liquified propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.
4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CXS4033248	09/18/2024	APERTURE HOMEOWNERS ASSOCIATION, INC	05028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The limits available under this policy shall be the limits shown in the Declarations irrespective of “controlling underlying insurance” which might provide for multiple limits of insurance based on multiple locations or multiple projects.

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**EXCLUSION—ATHLETIC OR SPORTS PARTICIPANTS—
ALL CONTESTS OR EXHIBITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

<p>Description of Operations: ALL OPERATIONS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES**:

With respect to any operations shown in the Schedule, this insurance does not apply to “injury or damage” to any person arising out of practicing for or participating in any sports or athletic contest or exhibition.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “event” which caused the “injury or damage” involved practicing for or participating in any sports or athletic contest or exhibition.

_____/_____
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NEW YORK CONTRACTING OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Coverage does not apply to “injury or damage” arising out of any/all New York contracting operations.

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PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I—COVERAGES:

Insurance provided under this Coverage Part does not apply to:

“PFC/PFAS”

- a. “Injury or damage” which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, 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, “PFC/PFAS” by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such “injury or damage.” This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

B. The following definition is added to SECTION IV—DEFINITIONS:

“PFC/PFAS” means:

- a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or
- b. Any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or
- c. Any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related injury, damage, loss, cost or expense.

All other conditions and provisions of the policy remain unchanged by this endorsement.

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