

QUOTATION

1000 Wilshire, Suite 2200 Los Angeles, CA 90017

NAMED INSURED: Carson Reclamation Authority

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RENEWAL OF:

EUTN1898605A

POLICY NUMBERS:

TBD

MAILING ADDRESS OF INSURED:

701 East Carson Street

Carson, CA 90745

DESCRIPTION AND LOCATION

OF PROPERTY INSURED:

Per the Statement of Values as provided by Marsh,

Los Angeles on September 9, 2022.

TOTAL INSURED VALUES:

Property Damage:

\$58,631,848

Business Interruption:

No Coverage

Extra Expense:

\$100,000

Total Insured Value:

\$58,731,848

TERRITORY:

United States of America

POLICY TERM:

Effective:

October 12, 2023 at 12:01 AM.

Expiration:

October 12, 2024 at 12:01 AM.

FORM:

As per expiring policy wording (Policy No.: EUTN1898605A) subject to

changes contained herein.

COVERAGE:

All Risks of direct physical loss or damage, covering Property Damage, Extra

Expense and Boiler & Machinery, but excluding Business Interruption.

VALUATION:

As per expiring policy wording (Policy No.: EUTN1898605A) subject to

changes contained herein.

POLICY LIMIT OF LIABILITY:

\$58,631,848, any one occurrence.



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PARTICIPATION:

100%, that being \$58,631,848 part of \$58,631,848 excess of policy

deductibles.

SUBLIMITS: Sublimits are per occurrence unless shown otherwise.

The sublimits below are part of and not in addition to the Policy Limit of Liability. These sub-limits are 100% per occurrence ground-up sub-limits. We shall not be liable for more than our proportional

share of the following sub-limits (aggregate where applicable).

BUSINESS INTERRUPTION: No Coverage

EXPEDITING COST: \$100,000 EXTRA EXPENSE: \$100,000

EARTHQUAKE/EARTH MOVEMENT: \$5,000,000 Annual Aggregate \$5,000,000 Annual Aggregate

T LOOD \$3,000,000 Ailidai Aggregate

DEBRIS REMOVAL:

THE GREATER OF 25% OF ADJUSTED DIRECT PROPERTY LOSS
OR \$500,000

OR \$500,000 INCREASED COST OF CONSTRUCTION.

DEMOLITION: \$1,000,000

NEWLY ACQUIRED PROPERTY (90

DAY REPORTING REQUIREMENT): \$2,000,000

ACCOUNTS RECEIVABLE: \$250,000

ASBESTOS AND ASBESTOS CONTAINING

MATERIALS: No Coverage

CIVIL/MILITARY AUTHORITY: 2 CONSECUTIVE WEEKS

COST OF INVENTORY AND APPRAISAL: \$100,000
EDP EQUIPMENT & MEDIA: \$100,000
ERROR AND OMMISSIONS: \$2,000,000
FIRE DEPARTMENT CHARGES: \$100,000

INGRESS/EGRESS: 2 CONSECUTIVE WEEKS

LOSS ADJUSTMENT EXPENSES: \$100,000
MISCELLANEOUS UNNAMED LOCATIONS: \$100,000
SERVICE INTERRUPTION (PD Only): \$100,000

PERSONAL PROPERTY TEMPORARILY OFF

PREMISES: \$25,000

CONTAMINANTS OR POLLUTANTS: \$25,000 (Annual Aggregate)



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ļ	PROPERTY IN TRANSIT:	\$25,000		
F	UNDERGROUND PIPES, BRIDGES, AND ROADWAYS (IF REPORTED ON THE STATEMENT OF VALUES):	\$500,000		
\	VALUABLE PAPERS AND RECORDS:	\$250,000		
 	BOILER & MACHINERY ENDORSEMENT AMMONIA CONTAMINATION (B&M) EXPEDITING EXPENSES (B&M) HAZARDOUS SUBSTANCES (B&M) WATER DAMAGE CONSEQUENTIAL DAMAGE (B&M) CONTAMINANTS OR POLLUTANTS (Annual Aggregate for B&M)	\$250,000 \$250,000 \$250,000 \$250,000 \$250,000 \$25,000	(any One accident)	

DEDUCTIBLES: All deductibles listed below are per occurrence except with respect to coverage provided under the Boiler & Machinery Endorsement (if provided) which shall be any One Accident.

Property Damage:

\$100,000 except

EARTHQUAKE:

\$250,000 except

CALIFORNIA, ALASKA, OR

5% of the total insurable values at risk per location subject to

NEW MADRID EARTHQUAKE:

a minimum of \$250,000 per occurrence.

FLOOD:

\$100,000 except

FLOOD PERIL-ZONE A, V,

2% of the total insurable values at risk per location subject to

AND SUBZONES:

a minimum of \$500,000 for contents and \$500,000 for

buildings per occurrence.

NAMED WINDSTORM – COASTAL 5% of the total insurable values at risk per location subject to

LOCATIONS:

a minimum of \$250,000 per occurrence.

Extra Expense

\$100,000

Off Premises Power (Service Interruption)

24 consecutive hour waiting period and then the above deductibles shall apply.



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TERRORISM:

As respects Acts of Terrorism as defined by the Terrorism Risk Insurance Act of 2002, as amended, the Insured has the option to exclude this coverage. To exclude coverage the Insured must affirmatively opt out of the coverage by signing the attached Policyholder Disclosure Statement prior to binding. If the Insured elects to exclude coverage, then the attached Terrorism Exclusion (Form #61330 – 01/15) shall be endorsed on to the Policy.

We also offer a coverage option for Acts of Terrorism not Certified under the Terrorism Risk Insurance Act, as amended. If the Insured chooses to exclude this coverage, then the attached Terrorism Exclusions (Form #61331 or 61332 – 01/15) shall be endorsed to the Policy. To exclude coverage, the Insured must affirmatively opt out of the coverage by signing one of the attached letters A or B.

In all cases, Terrorism coverage outside of the United States is excluded. (Endorsement NMA 2918)

The table below can be used to determine the endorsements and documentation that are needed to effect coverage desired by the Insured.

Certified Terrorism Coverage (TRIA)	Non-Certified Terrorism Coverage		
purchased	rejected	61332 & 61333	Policyholder Disclosure Statement and Letter B
purchased	purchased	61333	Policyholder Disclosure Statement
rejected	purchased	61330	Policyholder Disclosure Statement
rejected	rejected	61330 and 61331	Policyholder Disclosure Statement and Letter A

ADDITIONAL TERMS AND CONDITIONS:

- 1. Premium to be paid in full within 30 days of inception.
- 2. Signed Terrorism Disclosure notice to be provided within 10 days of binding
- 3. Receipt of the completed and signed Surplus Lines Tax Filing Confirmation form warranting that the broker/agent will accept full responsibility for compliance of the Surplus Lines laws and the collection and remittance of the applicable surplus lines tax and/or stamping fees on 100% of the premium, must be received within 10 days of binding. If the Surplus Lines Filing Confirmation form is not received within 10 days, we reserve the right to cancel the binder and/or any policy issued in connection with the binder.
- 4. 72 Hour Occurrence Definition applies to Wind, Flood and Earthquake.



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- 5. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith, located beyond 1,000 ft. from any Insured premises are excluded.
- 6. Any taxes imposed by virtue of this policy being written by an unauthorized insurer are the responsibility of the insured and a licensed producer.
- 7. Cyber Risk Coverage, Owned Network Interruption, Data Restoration and Computer Systems Non Physical Damage is excluded.
- 8. Signed Statement of Property Values to be provided within 30 days of effective date.
- 9. The following Endorsements/Additional Endorsements will attach to and form part of the policy:
 - a. Asbestos Exclusion
 - b. Authorities Endorsement
 - c. Biological, Chemical or Nuclear Exclusion
 - d. Certificates of Insurance Endorsement (New)
 - e. Communicable Disease Exclusion (Starr 04.08.2020) (New Version
 - f. Property Cyber and Data Exclusion LMA 5401 (Starr Amended) (New Version)
 - g. Millennium Endorsement (New)
 - h. Mold Exclusion
 - Political Risk Exclusion
 - Service of Suit SSIL-0005 (New)
 - k. Trade or Economic Sanctions Endorsement
 - I. Terrorism Exclusions (Based on Table Above)
 - m. OFAC Notice

The coverage as stated above is being bound on a surplus lines-non admitted basis. As a condition of binding the above coverage, the broker/agent warrants the following:

- 1) The broker/agent holds the surplus lines license in the state where coverage will be provided to the Insured, and accepts the full obligation to comply with each state's surplus lines laws and regulations in conjunction with this transaction.
- The broker/agent accepts full responsibility for compliance, including but not limited to, the filing of the surplus lines affidavit (as per the state's requirements), and the collection and remittance of the surplus lines tax and any applicable stamping fee on 100% of the premium of this policy. The broker/agent's acceptance of these requirements is to be confirmed by completing, signing and dating the attached Surplus Lines Filings Confirmation form.



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PREMIUM:

\$495,787 that being 100%, part of 100% policy premium of

\$495,787 (excluding Acts of Terrorism).

CERTIFIED

TERRORISM PREMIUM:

\$8,925 that being 100%, part of 100% policy Certified terrorism premium of \$8,925 (as respects Certified Acts of Terrorism as defined by the Terrorism Risk Insurance Act, as

amended).

STARR TECH NON-CERTIFIED TERRORISM PREMIUM:

\$992 that being 100%, part of 100% policy Certified terrorism premium of \$992 (as respects Non-Certified Acts of Terrorism as defined by the Terrorism Risk Insurance Act, as amended).

BOILER AND MACHINERY
JURISDICTIONAL INSPECTION FEE:

\$0 The Jurisdictional Fee is exclusive of any commissions, taxes, fees or surcharges. Objects in need of inspection that are acquired or purchased after the policy inception date will be

subject to additional service fees.

Starr Boiler & Machinery Engineering HOTLINE - 1-855-380-5389

boilerrequest@starrcompanies.com

LOSS CONTROL

ENGINEERING INSPECTION FEE:

\$3,500 The Engineering Fee is exclusive of any commissions,

taxes, fees or surcharges.

SECURITY:

Starr Surplus Lines Insurance Company - A.M. Best financial strength

rating of "A" (Excellent), financial size category of XV

CANCELLATION:

30 days except 10 days for nonpayment of premium.

PRODUCER & ADDRESS:

Marsh USA, Inc.

633 W. 5th Street., Suite 1200

Los Angeles, CA 90071 Attn: Ms. Patricia Osmena Patricia.Osmena@marsh.com

PRODUCER FEIN #:

361436000

COMMISSION:

10%



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THE COMPANY MAY WITHDRAW THIS QUOTATION AT AN SHOWN ABOVE AND IN NO EVENT WILL IT REMAIN OPEN COVERAGE MAY NOT BE BOUND WITHOUT PRIOR WRIT	FOR ACCEPTANCE BEYOND 10/11/2023.
Authorized Signature: John R. Sahm	September 21, 2023 Date:
John R. Sahm, Vice President	
or	
Janice Gaffney, Underwriter	
Starr Technical Ricket	

¹ Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Starr Insurance Agency, Inc. in Nevada and Utah.



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POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays an 80% share of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$8,925 for a limit of \$58,631,848 part of \$58,631,848.

Print Name/Title	-	12/2020
Signature of Insured	_Date:	
I hereby reject coverage and acc	cept the exclusion in accordance with the Act.	
I hereby elect to purchase covera	age in accordance with the Act.	
Please indicate your selection be	∌low.	



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NAME	D INSURED: Carson Reclamation Au	thority	Page 1 of 29		
Date		Lette	er A		
Insured Compar Address City, Sta	ny s				
Attn:	Risk Manager				
RE:	RE: Account Name Policy Number				
	rrorism Risk Insurance Act, as amended ("the A omplete definition please review the Act and sub		o certain Acts of Terrorism committed by an individual or individuals. ndments.		
	vided us with a form stating that we offered you rejected, coverage for Acts of Terrorism that are		erage under the Act, and that you rejected our offer. We also offered, by the Act.		
You acl	knowledge that:				
	 Starr Tech², acting on behalf of Starr Surplus Lines Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act; 				
	In exchange for a reduction in premium, you requested that Starr Tech exclude coverage for Acts of Terrorism as define the Act, as well as for acts of terrorism not covered by the Act;				
	3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.				
Please	sign below to indicate your understanding and a	cceptance of	these terms.		
Sincere	ly,				
Under Title	writer Name	Signature o			
CC:	Broker	Title: Company:			
Enc:	Terrorism Exclusion Endorsements	Date:			
1/2015					

² Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Starr Insurance Agency, Inc. in Nevada and Utah.



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NAME	ED INSURED: Carson Reclamation A	uthority	Page 2 of 29		
		Lette	er B		
Date					
Compa Addres					
Attn:	Risk Manager				
RE:	Account Name				
	Policy Number				
	errorism Risk Insurance Act, as amended ("the omplete definition please review the Act and su		o certain acts of terrorism committed by an individual or individuals ndments.		
	ovided you with a quote offering terrorism cover ge for acts of terrorism that are not covered by t		Act, and you accepted our offer. We also offered, but you rejected		
You ac	knowledge that:				
1.	Starr Tech ³ , acting on behalf of Starr Surplus Lines Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;				
2.	You accepted our offer for coverage under the exclude coverage for acts of terrorism not coverage.		exchange for a reduction in premium, you requested that Starr Tech ct; and		
3.	The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.				
Please	sign below to indicate your understanding and	acceptance of	these terms.		
Sincere	ely,				
TOTAL NEWS	rwriter Name				
Title	,	Signature o			
CC:	Broker	Title: Company:			
Enc:	Terrorism Exclusion Endorsements	Date:			
1/2015					

³ Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Starr Insurance Agency, Inc. in Nevada and Utah.



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TERRORISM EXCLUSION

(FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

This Policy excludes loss, damage, cost or expense, arising directly or indirectly as a result of a "certified act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), and any revisions or amendments thereto, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For purposes of this endorsement and in compliance with the Act, "certified act of terrorism" shall mean an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

- 1. The act resulted in aggregate losses in excess of \$5 million; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more acts of terrorism, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABIITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

Form #61330 (1/15)



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TOTAL TERRORISM EXCLUSION

This Endorsement only applies in the United States of America and its Territories and Possessions.

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

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

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

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more "certified acts of terrorism" as defined under the Federal Terrorism Risk Insurance Act of 2002, as amended ("the Act"), this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABIITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

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TERRORISM EXCLUSION (EXCEPT FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism, other than a certified "act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

However. if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more certified "acts of terrorism" as defined in the Act, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABIITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

Form #61332 (1/15)



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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE ACT, AS AMENDED CAP ON LOSSES ENDORSEMENT

With respect to any one or more "certified acts of terrorism" under the TERRORISM RISK INSURANCE ACT of 2002, as amended ("the Act"), the company shall not be liable under this policy for more than the amount that the company would be responsible under the terms of the Act (including subsequent action of Congress) due to the application of any clause which results in a cap of the Company's liability for payment of terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. The federal Terrorism Risk Insurance Act of 2002, as amended, sets forth the following criteria for a "certified act of terrorism":

- 1. The act resulted in aggregate losses in excess of \$5 million; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Form #61333 (01/15)



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SURPLUS LINES FILING CONFIRMATION

IMPORTANT: THIS FORM MUST BE COMPLETED BY THE SURPLUS LINES BROKER RESPONSIBLE FOR THE SURPLUS LINES FILINGS

NOTE: ALL NON-ADMITTED BUSINESS SUBMITTED TO STARR SURPLUS LINES INSURANCE COMPANY MUST BE PLACED THROUGH A LICENSED (RESIDENT OR NON-RESIDENT) SURPLUS LINES BROKER IN THE STATE IN WHICH THE INSURED IS LOCATED AND THE POLICY IS WRITTEN. WE WILL NOT ACCEPT ANY INDEPENDENTLY PROCURED PLACEMENTS.

In order to ensure compliance with applicable surplus lines laws, you are required to provide the below information. If requested, this information may be provided to a state's regulatory authority as confirmation of the proper surplus lines placement of this risk.

The following policy is written on a surplus lines basis by Starr Surplus Lines Insurance Company:

Policy Number:		Policy Effective Date:	=	Primary Risk State:				
Insured Name:								
Individual Surplus Lines Licensee: Individual Surplus Lines License Number:								
Firm Name:			Firm Surplus Lines License Number:					
For New Jersey risks, provide the New Jersey SLA #								
Signature:				Date:				

I hereby represent and warrant that: (i) I am authorized to submit a resident or non-resident filing; (ii) I am responsible for the collection and remittance of the surplus lines taxes, stamping fees and other charges in connection with the placement of this policy; and (iii) IN NO EVENT WILL STARR SURPLUS LINES INSURANCE COMPANY BE RESPONSIBLE OR LIABLE FOR THE COLLECTION OR REMITTANCE OF THE SURPLUS LINES TAXES, STAMPING FEES OR OTHER CHARGES IN CONNECTION WITH THE PLACEMENT OF THE POLICY.

If you have any questions about the completion of this form, please contact:

slfilingconfirmations@starrcompanies.com



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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

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

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

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



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ASBESTOS EXCLUSION

This Policy does not insure against:

- (1) asbestos material removal, unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;
- demolition or increased cost of reconstruction, repair, debris removal or loss of use of necessitated by the enforcement of any law or ordinance regulating asbestos material; or
- any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.



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AUTHORITIES ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Except as specifically stated in this policy or endorsement attached thereto, the company shall not be liable for loss, damage, costs, expenses, fines, or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



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BIOLOGICAL, CHEMICAL, OR NUCLEAR EXCLUSION

The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

BIOLOGICAL, CHEMICAL OR NUCLEAR EXCLUSION

This policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any sequence thereto:

- The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or material regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
- 2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



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CERTIFICATES OF INSURANCE ENDORSEMENT

The following provisions are added to this policy and supersede and replace any conflicting provision in this Policy (including in any other endorsement hereto):

Any Certificate of Insurance issued in connection with this Policy, whether by or on behalf of the Company or an Insured, shall be issued solely as a matter of convenience or information of the addressee(s) or holder(s) of such certificate of insurance. A Certificate of Insurance does not confer any rights upon any person or entity, nor alter any term or condition of this Policy. Additional Named Insureds may only be added to this policy by an endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



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COMMUNICABLE DISEASE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by this policy:

The exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property or time element losses (including, but not limited to, gross earnings, gross profits, business interruption, extra expense, rental value, contingent business interruption, contingent time element, leader or attraction property, and interruption by civil or military authority).

The Company does not insure any loss, cost, damage or expense, directly or indirectly caused by, resulting from, arising out of, attributable to, contributed to, or occurring concurrently or in any sequence with a **communicable disease** or **communicable disease agent.**

This exclusion applies to, but is not limited to, any loss, cost, damage, or expense as a result of:

- a. any contamination by any communicable disease or communicable disease agent;
- b. any denial, restriction, or impairment of access to property because of the existence, threat, or suspected presence of any communicable disease or communicable disease agent; or
- any deterioration, loss of value, loss of marketability, or loss of use to tangible or intangible property insured
 hereunder directly or indirectly caused by or arising out of any communicable disease or communicable
 disease agent.

No coverage extension, additional coverage, exception to any exclusion, endorsement, or any other coverage grant shall afford coverage that would otherwise be excluded through this exclusion. Additionally, the phrase "loss, cost, damage or expense," as used herein includes, but is not limited to: (a) any cost to clean-up, detoxify, remove, monitor or test: (1) for a communicable disease or communicable disease agent; or (2) any tangible or intangible property insured hereunder that is affected or suspected to be affected by such communicable disease or communicable disease agent; and (b) any time element losses, including any time element coverage extensions, directly or indirectly caused by, resulting from, arising out of, attributable to, or contributed to by such communicable disease or communicable disease agent.

As used herein, words in **bold** have the following meanings:

- "Communicable disease" means any infectious or contagious disease:
 - 1. Caused by any communicable disease agent; and
 - 2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal.

"Communicable disease agent" means any infectious or contagious agent, including, but not limited to: a virus, bacterium, parasite, or other organism, or any mutation thereof, whether deemed living or not, that causes or could cause disease, illness, or physical distress to human health.



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PROPERTY CYBER AND DATA EXCLUSION THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

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

- However, if a Cyber Act or a Cyber Incident results in a fire that causes direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for a Cyber Act or Cyber Incident that result in fire, this Company will, subject to the terms, conditions, exclusions, limitations, any endorsements in this Policy, pay for the physical loss or damage caused by that fire, unless another exclusion applies. Such coverage for fire applies only to direct physical loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for any time element loss (e.g., business interruption, extra expense to continue business activities, etc.) or any other coverage other than for the direct physical loss or damage to the property insured hereunder.
- 3 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 4 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 5 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 6 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 7 Cyber Incident means:



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- 7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 8 Computer System means:
 - 8.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

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

All other terms and conditions remain unchanged.



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MOLD EXCLUSION ENDORSEMENT

This policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this policy occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.



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POLITICAL RISKS EXCLUSION

Loss of property due to Political Risks is hereby excluded. Political Risks are defined as follows:

"Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation."



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SERVICE OF PROCESS CLAUSE ENDORSEMENT

Service of process may be made upon counsel at:

Legal Department Starr Surplus Lines Insurance Company 399 Park Avenue New York, NY 10022

or his or her representative, and that in any suit instituted against the Insurer upon this policy, the Insurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above referenced counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.



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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.



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CALIFORNIA FRAUD STATEMENT

(for Insureds domiciled in California only)

IMPORTANT NOTICE

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THAT YOU BE ADVISED OF THE FOLLOWING:

ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

ACORD 63 CA (2023/01)



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TO OUR BROKERS/AGENTS

IMPORTANT NOTICE - TO BE KEPT WITH POLICY

WHAT TO DO WHEN A LOSS OCCURS

1. Report as soon as practicable, every incident, loss or damage (LOSS NOTICES) which may become a claim to:

StarrTechClaims@starrcompanies.com

AND

Ray Walshe Vice President/Regional Manager 1000 Wilshire Blvd., Suite 2200 Los Angeles, CA 90017 213-677-6287 raymond.walshe@starrcompanies.com

- 2. Starr Specialty Lines Insurance Agency, LLC claims **CANNOT** be processed through any other facility and must be reported as indicated above.
- 3. Adjusters can ONLY be assigned by Starr Specialty Lines Insurance Agency, LLC Property Claims Department.