RESOLUTION OF THE BOARD OF DIRECTORS OF
RIVER VIEW VISTA ESTATES
ADOPTED BY UNANIMOUS WRITTEN CONSENT

The undersigned, constituting all of the members of the Board of Directors of the River View Vista Estates, Inc, an Oregon nonprofit corporation (the "**Association**") do hereby adopt the following resolution in lieu of a meeting:

Insurance Renewal

RESOLVED, that the insurance proposal for the May 1st, 2024 renewal as submitted by State Farm attached as "Exhibit 1" be approved.

BE IT FURTHER RESOLVED, that the Manager is hereby authorized and instructed to take such steps as deemed necessary to effect the foregoing resolution.

This consent is executed pursuant to ORS 65.341 and may be executed in counterparts, all of which, when taken together, shall constitute one instrument.

The Secretary of this corporation is hereby directed to file this written consent and the resolution adopted hereby with the Minutes of the proceedings of the Board of Directors.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent to be effective as of the date on which the last of the Directors signs below.

DocuSigned by:
Ernie Taylor
C31D7616C8A141C...
Ernie Taylor
Date: 4/18/2024

DocuSigned by:
Brett Moshofsky
E5891AD7738945F...
Brett Moshofsky
Date: 4/20/2024

DocuSigned by:
Fred Duhring
D462BC50CD7B43C...
Fred Duhring
Date: 4/18/2024

DocuSigned by:
Denene Holbrook
96AB72612D704D9...
Denene Holbrook
Date: 4/18/2024

DocuSigned by:
Paul Fujimoto
42A4D5179E1B477...
Paul Fujimoto
Date: 4/19/2024

STATE FARM FIRE AND CASUALTY COMPANY
...GTON, ILLINOIS

DECLARATIONS

Po Box 2915
Bloomington IL 61702-2915

"EXHIBIT 1"

Named Insured

M-15-2134-FAE6 F V

001553 3123
RIVER VIEW VISTA ESTATES INC
PO BOX 1215
REDMOND OR 97756-4000

Policy Number	97-C5-U952-6	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	MAY 1 2024	MAY 1 2025

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

Agent and Mailing Address
RORY WOLD INSURANCE AGENCY INC
2019 AERO WAY STE 101
MEDFORD OR 97504-9789

PHONE: (541) 773-1404
(541) 773-1423

ST-0113-0001

Residential Community Association Policy

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

Entity: Corporation

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

POLICY PREMIUM $ 17,191.00

Discounts Applied:
Multiple Unit
Claim Record

Prepared
MAR 04 2024
CMP-4000 OR

011123 290 I
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530-686 a.2 05-31-2011 (o1f3231c)

Residential Community Association Policy for RIVER VIEW VISTA ESTATES INC
Policy Number 97-C5-U952-6

SECTION I - PROPERTY BLANKET

	Limit of Insurance*
Coverage A - Buildings	**$ 13,312,100**
Coverage B - Business Personal Property	**No Coverage**

Location Number	Location of Described Premises
001	2420 & 2430 SNOWGOOSE DR REDMOND OR 97756
002	2390 & 2400 SNOWGOOSE DR REDMOND OR 97756
003	2340 & 2350 SNOWGOOSE DR REDMOND OR 97756
004	2310 & 2320 SNOWGOOSE DR REDMOND OR 97756
005	2270 & 2280 SNOWGOOSE DR REDMOND OR 97756
006	2240 & 2250 SNOWGOOSE DR REDMOND OR 97756
007	2200 & 2210 SNOWGOOSE DR REDMOND OR 97756-7386
008	1982, 1990 & 1986 REDTAIL HAWK DR REDMOND OR 97756

Continued on Next Page

DECLARATIONS (CONTINUED)

Residential Community Association Policy for RIVER VIEW VISTA ESTATES INC
Policy Number 97-C5-U952-6

ST-0213-0001

Location Number	Location of Described Premises
009	1981, 1987 & 1985 REDTAIL HAWK DR REDMOND OR 97756
010	1971, 1975 & 1977 REDTAIL HAWK DR REDMOND OR 97756
011	1970, 1978 & 1974 REDTAIL HAWK DR REDMOND OR 97756
012	1963, 1965 & 1967 REDTAIL HAWK DR REDMOND OR 97756
013	1962, 1968 & 1966 REDTAIL HAWK DR REDMOND OR 97756
014	1940, 1948 & 1950 REDTAIL HAWK DR REDMOND OR 97756
015	1924, 1930 & 1936 REDTAIL HAWK DR REDMOND OR 97756
016	1904, 1910 & 1916 REDTAIL HAWK DR REDMOND OR 97756
017	1844, 1850 & 1856 REDTAIL HAWK DR REDMOND OR 97756-7497
018	1824, 1836 & 1830 REDTAIL HAWK DR REDMOND OR 97756-7497

Continued on Reverse Side of Page

AUXILIARY STRUCTURES

Location Number	Description
001A	Storage, Equipment, or Laundry
002A	Storage, Equipment, or Laundry
003A	Storage, Equipment, or Laundry
004A	Storage, Equipment, or Laundry
005A	Storage, Equipment, or Laundry
006A	Storage, Equipment, or Laundry
007A	Storage, Equipment, or Laundry
008A	Storage, Equipment, or Laundry
009A	Storage, Equipment, or Laundry
010A	Storage, Equipment, or Laundry
011A	Storage, Equipment, or Laundry
012A	Storage, Equipment, or Laundry
013A	Storage, Equipment, or Laundry
014A	Storage, Equipment, or Laundry
015A	Storage, Equipment, or Laundry
016A	Storage, Equipment, or Laundry
017A	Storage, Equipment, or Laundry
018A	Storage, Equipment, or Laundry

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

Continued on Next Page

ST-0313-0001

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 236.4

SECTION I - DEDUCTIBLES

Basic Deductible $15,000

Special Deductibles:

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

Other deductibles may apply - refer to policy.

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

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

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	$5,000
Fire Extinguisher Systems Recharge Expense	$5,000
Glass Expenses	Included

Continued on Reverse Side of Page

Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	$250,000
Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

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

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

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

Continued on Next Page

DECLARATIONS (CONTINUED)

Residential Community Association Policy for RIVER VIEW VISTA ESTATES INC
Policy Number 97-C5-U952-6

Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	$2,500
Signs	$2,500
Valuable Papers And Records	
On Premises	$10,000
Off Premises	$5,000

ST-0413-0001

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

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

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

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	$1,000,000
Coverage M - Medical Expenses (Any One Person)	$10,000
Damage To Premises Rented To You	$300,000
Directors And Officers Liability	$1,000,000

Continued on Reverse Side of Page

Residential Community Association Policy for RIVER VIEW VISTA ESTATES INC
Policy Number 97-C5-U952-6

AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	$2,000,000
General Aggregate	$2,000,000
Directors and Officers Aggregate	$1,000,000

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

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

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4237.2	*Amendatory Endorsement
CMP-4561.4	*Policy Endorsement
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4555	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
FE-3650	Actual Cash Value Endorsement
CMP-4527	Excl Ctrl Substances
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4508	Money and Securities
CMP-4814	Directors & Officers Liability
CMP-4710	Employee Dishonesty
CMP-4860	Al Design Person Org
CMP-4543	Al Design Person Org
CMP-4829	Guaranteed Replacement Cost
FD-6007	Inland Marine Attach Dec
	* New Form Attached

Continued on Next Page

DECLARATIONS (CONTINUED)

Residential Community Association Policy for RIVER VIEW VISTA ESTATES INC
Policy Number 97-C5-U952-6

ST-0513-0001

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP4860
Loan Number: N/A

RESORT RESOURCES INC
PO BOX 1466
BEND OR 977091466

Interest Type: Addl Insured-Section II
Endorsement #: CMP4543
Loan Number: N/A

EAGLE CREST MANAGEMENT LLC
PO BOX 1215
REDMOND OR 977564000

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

Participating Policy

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

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

Lynne M. Yowell
Secretary

Michael T. Tipton
President

Prepared
MAR 04 2024
CMP-4000 OR

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STATE FARM FIRE AND CASUALTY COMPANY
Po Box 2915
Bloomington IL 61702-2915

GTON, ILLINOIS

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	97-C5-U952-6	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	MAY 1 2024	MAY 1 2025

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

Named Insured

M-15-2134-FAE6 F V

RIVER VIEW VISTA ESTATES INC
PO BOX 1215
REDMOND OR 97756-4000

ST-0613-0001

ATTACHING INLAND MARINE

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

Annual Policy Premium Included

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

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

Forms, Options, and Endorsements

FE-6867.1	*Amend of Inland Marine Condtns
FE-8739	Inland Marine Conditions
FE-8743.1	Inland Marine Computer Prop

*New Form Attached

See Reverse for Schedule Page with Limits

Prepared
MAR 04 2024
FD-6007

011128

530-686 a.2 05-31-2011 (o1f3232c)

ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

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

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
MAR 04 2024
FD-6007

011128

IMPORTANT NOTICE

Regarding Changes to Your Policy

CMP-4237.2 AMENDATORY ENDORSEMENT (Oregon) is added to your State Farm® policy and replaces **CMP-4237.1 AMENDATORY ENDORSEMENT (Oregon)**.

Editorial changes have been made to the following provisions:

- **SECTION I – CONDITIONS, Mortgageholders**
- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS, Cancellation**
- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS, When We Do Not Renew**

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

ST-0713-0001

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT (Oregon)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. **SECTION I** is amended as follows:

   a. Paragraphs **4.b.**, **4.c.** and **4.d.(1)** under **Collapse** of **SECTION I – EXTENSIONS OF COVERAGE** are replaced by the following:

      b. We will pay for accidental direct physical loss to Covered Property, caused by collapse of a building or any part of a building that is insured under this coverage form or that contains Covered Property insured under this coverage form, if the collapse is caused by one or more of the following:

         (1) The "specified causes of loss" or breakage of building glass, all only as insured against in this coverage form;

         (2) Weight of people or personal property;

         (3) Weight of rain that collects on a roof; or

         (4) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs **(1)** through **(3)**, we will pay for the loss even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.

      The criteria set forth in Paragraphs **a.(1)** through **a.(4)** do not limit the coverage otherwise provided under this Extension Of Coverage for the causes of loss listed in Paragraphs **b.(1)**, **b.(2)**, and **b.(3)**.

      c. With respect to the following property:

         (1) Awnings;

         (2) Gutters and downspouts;

         (3) Yard fixtures;

         (4) Outdoor swimming pools;

(5) Piers, wharves and docks;

(6) Beach or diving platforms or appurtenances;

(7) Retaining walls; and

(8) Walks, roadways and other paved surfaces;

if the collapse is caused by a cause of loss listed in Paragraphs **b.(2)** through **b.(4)**, we will pay for loss to that property only if such loss is a direct result of the collapse of a building insured under this coverage form and the property is Covered Property under this coverage form.

d. If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss to Covered Property caused by such collapse of personal property only if:

(1) The collapse was caused by a cause of loss listed in Paragraphs **b.(1)** through **b.(4)** of this Extension Of Coverage;

b. Paragraph **1.b.** of **SECTION I – CONDITIONS** is replaced by the following:

b. Appraisal

If we and you disagree on the value of the property or the amount of loss, both parties may agree to an appraisal of the loss and be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. Each party will notify the other of the selected appraiser's identity within 20 days after receipt of the written demand for an appraisal. The two appraisers will select an umpire. If the appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

(1) Pay its chosen appraiser; and

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

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

c. Paragraph **1.c.(1)(g)** under **Duties In The Event Of Loss** of **SECTION I – CONDITIONS** is replaced by the following:

(g) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 90 days after you receive the necessary forms from us.

d. Paragraph **2.b.** under **Mortgageholders** of **SECTION I – CONDITIONS** is replaced with the following:

b. Mortgageholders

(1) Oregon law states as follows:

(a) "If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving such mortgagee a 10 days written notice of cancellation".

(b) "If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing".

(2) The term "mortgageholder" includes trustee.

(3) We will pay for covered loss to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

(4) The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

(5) If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(a) Pays any premium due under this policy at our request if you have failed to do so;

(b) Submits a signed, sworn proof of loss in accordance with Paragraph **(1)(b)**; and

(c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of the affected insurance will then apply directly to the mortgageholder.

(6) If we cancel this policy, we will provide notice to the mortgageholder at least:

(a) In accordance with Paragraph **(1)(a)**; or

(b) At least:

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

ii. 30 days before the effective date of cancellation if we cancel for any other reason other than provided for in Paragraph **(1)(a)**.

(7) If we elect not to renew this policy, we will provide notice to the mortgageholder at least 10 days before the expiration date of this policy.

2. **SECTION II** is amended as follows:

a. Throughout **SECTION II** and any endorsement or addition that would modify this section, the term "spouse" is replaced with the following:

Spouse or individual who is in a domestic partnership recognized under Oregon law.

b. Paragraph **2.a.** under **Financial Responsibility Laws** of **SECTION II – GENERAL CONDITIONS** is deleted.

3. **SECTION I AND II – COMMON POLICY CONDITIONS** is amended as follows:

a. Paragraph **2. Concealment, Misrepresentation Or Fraud** is replaced by the following:

2. Concealment, Misrepresentation Or Fraud

a. Subject to Paragraphs **b.** and **c.** below, this entire policy will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.

b. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this Coverage Form unless:

(1) The statements are contained in a written application; and

(2) A copy of the application is endorsed upon or attached to this Coverage Form when issued.

c. In order to use any representation made by you or on your behalf in defense of a claim under the Coverage Form, we must show that the representations are material and that we relied on them.

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

8. Premiums

a. The first Named Insured shown in the Declarations:

(1) Is responsible for the payment of all premiums; and

(2) Will be the payee for any return premiums we pay.

b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

(1) Paid to us prior to the anniversary date; and

(2) Determined in accordance with Paragraph **b.** above.

Our forms then in effect will apply.

d. Undeclared exposures or change in your business operation, acquisition or use of premises may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

e. The premium for this policy may vary based upon the purchase of other insurance from the "State Farm Companies".

c. The following are added:

Cancellation

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

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

(1) **Less Than 60 Days**

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

(a) That states the cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice of cancellation if we cancel for nonpayment of premium; or

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

(2) **60 Days Or More**

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

i. Nonpayment of premium;

ii. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

iii. Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;

iv. Failure to comply with reasonable loss control recommendations;

v. Substantial breach of contractual duties, conditions or warranties;

vi. Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state;

vii. Loss or decrease in reinsurance covering the risk; or

viii. Any other reason approved by the Commissioner of Insurance.

(b) If we cancel, we will provide to the first Named Insured notice of cancellation:

i. That states the cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice of cancellation if we cancel for nonpayment of premium; or

ii. At least 30 days before the effective date of cancellation if we cancel for any other allowable reason

c. Notice of cancellation will state the reason for and effective date of cancellation. Our notice of cancellation will inform the first Named Insured of their right to a hearing before the Commissioner of Insurance except when cancellation is based on Paragraph **b.(1)** above. The policy period will end on that date.

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

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

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

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

When We Do Not Renew

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

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

If this policy is issued for a term longer than one year, and for additional consideration a premium is guaranteed, we may not refuse to renew for the term of the policy.

Participation Provision

It is unlawful in Oregon for an insurer to promise to pay policyholder dividends for any unexpired portion of the policy term or to misrepresent the conditions for dividend payment. Dividends will be due and payable only for a policy period that has expired, and only if declared by and under conditions prescribed by the Board of Directors of the Insurer.

4. **THE FOLLOWING ADDITIONAL PROVISION IS APPLICABLE TO POLICIES INSURING APARTMENTS:**

The following exclusion is added to **Section II – Exclusions** of **SECTION II – LIABILITY**:

Flood Plain

Any amount a tenant may be entitled to recover due to failure of a landlord to provide notice in the dwelling unit rental agreement that the tenant's unit is located within a 100-year flood plain.

All other policy provisions apply.

CMP-4237.2

ST-0913-0001

(CONTINUED)

IMPORTANT NOTICE

Regarding Changes to Your Policy

CMP-4561.4 POLICY ENDORSEMENT is added to your State Farm® policy and replaces **CMP-4561.1 POLICY ENDORSEMENT**.

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

- **SECTION II – DEFINITIONS: Paragraph 18. Personal and Advertising Injury:**
  - Infringement of another's patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.
- **SECTION II – EXCLUSIONS: Paragraph 17. Personal and Advertising Injury:**
  - Damages from infringement of another's patent, trademark, or trade secret continue to be specifically excluded under this policy.

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

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

POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. **BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS** is amended as follows:
   a. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
   b. The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.
2. Paragraph **2.f. Dishonesty** under **SECTION I – EXCLUSIONS** is replaced by the following:
   f. **Dishonesty**
      (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
      (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

      This exclusion applies whether or not an act occurs during your normal hours of operation.

      This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

      With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.
3. **SECTION I — EXTENSIONS OF COVERAGE** is amended as follows:
   a. Paragraph **4.a.(1)** under **Collapse** is replaced by the following:
      (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;
   b. Paragraph **5.** is replaced by the following:
      5. **Water Damage, Other Liquids, Powder Or Molten Material Damage**

      If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific

point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

c. Paragraph **13.** is replaced by the following:

13. Personal Property Off Premises

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

d. The following is added to Paragraph **22.e.** under **Equipment Breakdown**:

Paragraph **5.b.** under **Coverage B – Business Personal Property** is replaced by:

b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

e. The following is added:

Business Personal Property In Portable Storage Units

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is $10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

4. **SECTION II — LIABILITY** is amended as follows:

a. **Section II – Exclusions** is amended as follows:

(1) The following is added to Paragraph **3. Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph **3.a.**

(2) Paragraph **8.f.** under **Aircraft, Auto Or Watercraft** is replaced by the following:

f. "Bodily injury" or "property damage" arising out of:

(1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged;

(2) The operation of any of the following machinery or equipment:

(a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

(3) The operation of your business from a land vehicle:

(a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and

(b) That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

(3) Paragraphs **17.b.** and **17.c.** under **Personal And Advertising Injury** are replaced by the following:

b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;

c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;

(4) The last paragraph of **17.h.** under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(5) Paragraphs **18. Electronic Data** and **19. Recording And Distribution Of Material In Violation Of Law** are replaced by the following:

18. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or

b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **a.** or **b.** above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

19. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;

b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph **a.** above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or

c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate

claim or cause of action arising out of any communication referenced in Paragraphs **a.** or **b.** above.

b. Paragraph **1.d.(2)** under **Coverage M – Medical Expenses** of **SECTION II – MEDICAL EXPENSES** is replaced by the following:

(2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

(a) Restrict us from performing our business functions in:

i. Obtaining records, bills, information, and data; or

ii. Using or retaining records, bills, information, and data collected or received by us;

(b) Require us to violate federal or state laws or regulations;

(c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or

(d) Prevent us from disclosing claim information and data:

i. To enable performance of our business functions;

ii. To meet our reporting obligations to insurance regulators;

iii. To meet our reporting obligations to insurance data consolidators; and

iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

c. **SECTION II — WHO IS AN INSURED** is amended as follows:

(1) Paragraph **1.c.** does not apply.

(2) Paragraphs **2.b.(1)** and **(4)** are replaced by the following:

(1) "Employees" with respect to "bodily injury" to:

(a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph **(a)** above;

(4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.

d. Paragraph **2.b.** under **Financial Responsibility Laws** of **SECTION II — GENERAL CONDITIONS** does not apply.

e. **SECTION II — DEFINITIONS** is amended as follows:

(1) Paragraph **2.** is replaced by the following:

2. "Auto" means:

a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

(2) The following is added to Paragraph **15.** "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

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

Our Rights Regarding Claim Information

a. We will collect, receive, obtain, use, and retain all the items described in Paragraph **b.(1)** below and use and retain the information described in Paragraph **b.(3)(b)** below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.

b. Subject to Paragraph **a.** above, we will not be restricted in or prohibited from:

(1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;

(2) Using any of the items described in Paragraph **b.(1)** above; or

(3) Retaining:

(a) Any of the items in Paragraph **b.(1)** above; or

(b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.

c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:

(1) To enable performance of our business functions;

(2) To meet our reporting obligations to insurance regulators;

(3) To meet our reporting obligations to insurance data consolidators;

(4) To meet other obligations required by law; and

(5) As otherwise permitted by law.

d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:

(1) Authorization related to any claim submitted under this policy; or

(2) Act or omission of an insured or a legal representative acting on an insured's behalf.

All other policy provisions apply.

(CONTINUED)

IMPORTANT NOTICE

Regarding Changes to Your Policy

FE-6867.1 AMENDMENT OF INLAND MARINE CONDITIONS (Oregon) is added to your State Farm® policy and replaces **FE-6867 AMENDMENT OF INLAND MARINE CONDITIONS (Oregon)**.

The following provisions have been removed:

- **CONDITIONS, Cancellation**
- **CONDITIONS, When We Do Not Renew**
- **CONDITIONS, Participation Provision**

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

ST-1213-0001

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INLAND MARINE CONDITIONS (Oregon)

CONDITIONS

1. Paragraph **h.** of **5. Duties In The Event Of Loss** is replaced by the following:

   h. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 90 days after you receive the necessary forms from us.

2. The Paragraph **6. Appraisal** is replaced by the following:

   Appraisal

   If we and you disagree on the value of the property or the amount of loss, both parties may agree to an appraisal of the loss and be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. Each party will notify the other of the selected appraiser's identity within 20 days after receipt of the written demand for an appraisal. The two appraisers will select an umpire. If the appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   (1) Pay its chosen appraiser; and

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

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

3. Paragraph **14. Concealment, Misrepresentation or Fraud** is replaced by the following:

   Concealment, Misrepresentation or Fraud

   a. Subject to Paragraphs **b.** and ***c.*** below, this entire policy will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.

   b. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this Coverage Form unless:

   (1) The statements are contained in a written application; and

(2) A copy of the application is endorsed upon or attached to this Coverage Form when issued.

c. In order to use any representation made by you or on your behalf in defense of a claim under the Coverage Form, we must show that the representations are material and that we relied on them.

All other policy provisions apply.

FE-6867.1

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

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

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

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

FE-6999.3

553-4442

One login, access to all your accounts

ST-1313-0001

Follow these easy steps:

- Log in to statefarm.com/onelogin using your personal ID and password
- To find your business or organizational account, select "Switch account" under your name

Don't see "Switch account"? Contact your agent.

Take care of business

- Pay a bill
- Access accounts through the State Farm® mobile app
- Get policy documents or a Certificate of Insurance (COI)
- Contact your agent

Need help?

Use your smartphone to scan this QR code for detailed instructions.

553-4442

State Farm®

State Farm Fire and Casualty Company ... ton, Illinois

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2
000356 3317 9L-15-2134-FAE6 F M
RIVER VIEW VISTA ESTATES INC
PO BOX 1215
REDMOND OR 97756-4000

ST-0104-0001

Entity: Corporation

RENEWAL DECLARATIONS

Policy Number	97-C5-U953-8	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	MAY 1 2024	MAY 1 2025

The policy period begins and ends at 12:01 am standard time at your mailing address as shown.

COMMERCIAL LIABILITY UMBRELLA POLICY

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

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	$ 1,000,000
Coverage L - Business Liability (Annual Aggregate)	$ 1,000,000
Self-Insured Retention	$ 10,000

Required Underlying Insurance Schedule

Coverage		Minimum Underlying Limits	
Business Liability	Bodily Injury (Per Occurrence)		$ 500,000
	Bodily Injury (Annual Aggregate)		$ 1,000,000
	Property Damage (Per Occurrence and Annual Aggregate)		$ 100,000
	--or--		
	Bodily Injury and Property Damage (Per Occurrence)		$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)		$ 1,000,000
Employers Non-Owned Auto Liability	Bodily Injury and Property Damage (Each Occurrence)		$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)		$ 1,000,000
	--or--		
	Bodily Injury (Each Person/Each Accident)	$ 500,000 /	$ 500,000
	Property Damage (Each Accident)		$ 100,000
	--or--		
	Bodily Injury and Property Damage (Each Accident)		$ 500,000

Forms & Endorsements

Commercial Umb Coverage Form	CU-2100
*Policy Endorsement	CU-2474.3
*Terrorism Insurance Cov Notice	FE-6999.3
*Amendatory Endorsement	CU-2237.1
Exclusion - Lead Poisoning	CU-2339
Excl Ctrl Substances	CU-2479
Amendment of Who Is an Insured	CU-2385

Policy Premium $ 215.00

* New Form Attached

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

CU-2000 OR Prepared MAR 05 2024
1119 2 99 I
5 N

RORY WOLD INSURANCE AGENCY INC
(541) 773-1404

555-930.2 (o1f2941c) 11-20-2008

Continued from Front

Required Underlying Insurance Schedule

Coverage		Minimum Underlying Limits
Hired Auto Liability	Bodily Injury and Property Damage (Each Occurrence)	$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	$ 500,000 / $ 500,000
	Property Damage (Each Accident)	$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	$ 500,000

Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

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

Participating Policy

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

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

Lynne M. Yousell
Secretary

Michael T. Tipton
President

IMPORTANT NOTICE

Regarding Changes to Your Policy

CU-2474.3 POLICY ENDORSEMENT is added to your State Farm® policy and replaces **CU-2474.1 POLICY ENDORSEMENT**.

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

- **LIABILITY DEFINITIONS**: **Paragraph 18. Personal and Advertising Injury**:
  - Infringement of another's patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.
- **BUSINESS LIABILITY EXCLUSIONS**: **Paragraph 20. Personal and Advertising Injury**:
  - Damages from infringement of another's patent, trademark, or trade secret continue to be specifically excluded under this policy.

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

ST-0204-0001

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM TABLE OF CONTENTS is amended as follows:

1. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
2. The title Recording And Distribution Of Material Or Information In Violation Of Law is changed to Recording And Distribution Of Material.

BUSINESS LIABILITY is amended as follows:

1. **Business Liability Exclusions**

   a. The following is added to Paragraph **3. Liquor Liability**:

   This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph **3.a.**

   b. Paragraph **19. Electronic Data** is replaced by the following:

   19. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

   a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or

   b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

   This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph **a.** or **b.** above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

c. Paragraphs **20.b.** and **20.c.** under **Personal And Advertising Injury** are replaced by the following:

b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.

c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period.

d. The last paragraph of **20.h.** under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;

e. **Paragraph 21. Recording And Distribution Of Material Or Information In Violation Of Law** is replaced by the following:

21. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;

b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph **a.** above, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or

c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs **a.** or **b.** above.

2. **WHO IS AN INSURED**

a. Paragraph **1.c.** is deleted.

b. Paragraphs **2.b.(1)** and **(6)** are replaced by the following:

(1) The owner or anyone else from whom you hire or borrow a "covered auto", including any person or entity employed by such owner or person or entity from whom you hire or borrow such "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.

(6) "Employees" with respect to "bodily injury" to:

(a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph **(a)** above.

c. Paragraph **3.** is replaced by the following:

3. Any other person or organization who is insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

a. Subject to Limits Of Insurance, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of that insured is the amount of insurance:

(1) Required by the contract or agreement, less any amounts payable by any "underlying insurance", or

(2) Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

b. The coverage provided by this insurance for such insureds:

(1) Will not be broader than coverage provided by the "underlying insurance"; and

(2) Is subject to all the coverage limitations found in the "underlying insurance" other than the Limits Of Insurance.

3. **LIABILITY CONDITIONS**

a. Paragraph **1.** is replaced by the following:

ST-0304-0001

1. **Appeals**

   If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for taxable costs, prejudgment and postjudgment interest and disbursements. In no event will this provision increase our liability beyond the applicable Limits of Insurance shown in the Declarations.

b. Paragraph **6.** is replaced by the following:

   6. **Other Insurance**

      a. This insurance is excess over, and will not contribute with any of the other insurance or "self-insured retentions", whether primary, excess, contingent, or any other basis. This condition will not apply to insurance specifically written as excess over this policy.

         When this insurance is excess over other insurance or "self-insured retention", we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will 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 or "self-insured retention", 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 or "self-insured retention" would pay for the loss in the absence of this insurance; and

         (2) The total of all deductible and self-insured amounts under all that other insurance.

c. Paragraph **19.c.** under **Premiums** is replaced by the following:

   c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

      (1) Paid to us prior to the anniversary date; and

      (2) Determined in accordance with Paragraph **b.**

      Our forms then in effect will apply.

d. The following are added:

   Our Rights Regarding Claim Information

   a. We will collect, receive, obtain, use, and retain all the items described in Paragraph **b.(1)** below and use and retain the information described in Paragraph **b.(3)(b)** below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.

   b. Subject to Paragraph **a.** above, we will not be restricted in or prohibited from:

      (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;

      (2) Using any of the items described in Paragraph **b.(1)** above; or

      (3) Retaining:

         (a) Any of the items in Paragraph **b.(1)** above; or

         (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.

   c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:

      (1) To enable performance of our business functions;

      (2) To meet our reporting obligations to insurance regulators;

      (3) To meet our reporting obligations to insurance data consolidators;

      (4) To meet other obligations required by law; and

      (5) As otherwise permitted by law.

   d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:

      (1) Authorization related to any claim submitted under this policy; or

      (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

4. **LIABILITY DEFINITIONS**

   a. Paragraph **2.** is replaced by the following:

      2. "Auto" means:

         a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

b. The following is added to Paragraph **16.** "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

All other policy provisions apply.

CU-2474.3

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

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

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

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

FE-6999.3

IMPORTANT NOTICE

Regarding Changes to Your Policy

CU-2237.1 AMENDATORY ENDORSEMENT (Oregon) is added to your State Farm® policy and replaces **CU-2237 AMENDATORY ENDORSEMENT (Oregon)**.

Editorial changes have been made to the following provisions:

- **LIABILITY CONDITIONS, Cancellation**
- **LIABILITY CONDITIONS, When We Do Not Renew**

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

ST-0404-0001

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT (Oregon)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. Throughout this policy, the term "spouse" is replaced with the following:

   Spouse or individual who is in a domestic partnership recognized under Oregon law.

2. The following exclusion is added to **Business Liability – Exclusions**:

   Flood Plain

   Any amount a tenant may be entitled to recover due to failure of a landlord to provide notice in the dwelling unit rental agreement that the tenant's unit is located within a 100-year flood plain.

3. The following are added to **LIABILITY CONDITIONS**:

   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. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

   b. We may cancel this policy by providing to the first Named Insured notice of cancellation at least 10 days before the effective date of cancellation.

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

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

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

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

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

When We Do Not Renew

If we elect not to renew this policy, we will provide to the first Named Insured shown in the Declarations notice of nonrenewal at least 30 days prior to the expiration or anniversary date of the policy.

Participation Provision

It is unlawful in Oregon for an insurer to promise to pay policyholder dividends for any unexpired portion of the policy term or to misrepresent the conditions for dividend payment. Dividends will be due and payable only for a policy period that has expired, and only if declared by and under conditions prescribed by the Board of Directors of the Insurer.

All other policy provisions apply.

CU-2237.1