



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

POLICYHOLDER NOTICE WILDFIRE EXCLUSION

This Notice does **NOT** form a part of your insurance contract. The Notice is designed to alert you to coverage changes when the exclusion for wildfire is attached to this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy, and the endorsements attached to your policy, carefully.

This Notice contains a brief synopsis of the following endorsements:

- **OG 210 (10/14) – Wildfire Exclusionary Endorsement**

When the above referenced endorsement is attached to your policy, coverage is excluded for bodily injury, property damage, and personal and advertising injury arising out of “wildfire”.

“Wildfire” means an unplanned, uncontrolled fire resulting from ignition in or from an area of naturally occurring vegetation, and includes all risk associated with or resulting from the fire such as smoke, heat, soot, or fumes. Wildfire includes brush fire, bushfire, forest fire, desert fire, grass fire, hill fire, peat fire, vegetation fire, veldfire, escaped prescribed fires, and escaped wildland fires.

- **XS 393 (10-14) – Wildfire Exclusionary Endorsement**

When the above referenced endorsement is attached to your policy, coverage is excluded for Ultimate Net Loss arising out of “wildfire.”

“Wildfire” means an unplanned, uncontrolled fire resulting from ignition in or from an area of naturally occurring vegetation, and includes all risk associated with or resulting from the fire such as smoke, heat, soot, or fumes. Wildfire includes brush fire, bushfire, forest fire, desert fire, grass fire, hill fire, peat fire, vegetation fire, veldfire, escaped prescribed fires, and escaped wildland fires.



Starr Indemnity & Liability Company

Starr Indemnity & Liability Company Energy Impairment Liability Program Claim Reporting Guidelines

Please Send All Energy Impairment Loss Notices To:

FARA
1625 West Causeway Approach
Mandeville, LA 70471

Claims E-mail: StarrIndemnity@fara.com
Claims Fax: (877) 297-3272
After hours emergency call service:
(877) 212-3272

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact FARA by telephone, please do so at (877) 212-3272.

Consult Your Policy For Loss Reporting Requirements

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr Indemnity & Liability Company policy, or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Our claim's administrator will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify the person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.

EXCESS LIABILITY DECLARATIONS

Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue 8th Floor New York, NY 10022

POLICY NUMBER: 1000095231161

RENEWAL OF: New

PRODUCER NAME: LOCKTON COMPANIES, LLC

ADDRESS: 444 W 47th Street Suite 900
Kansas City MO 64112

ITEM 1. NAMED INSURED: Colorado Petroleum Products
ADDRESS: 4080 Globeville Road
Denver CO 30218

ITEM 2. POLICY PERIOD: FROM October 1, 2016 **TO** October 1, 2017
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. COVERAGE: Commercial Excess Liability

ITEM 4. LIMITS OF INSURANCE:

The Limits of Insurance, subject to all the terms of this Policy, are:

- A.** \$ 4,000,000 Each Occurrence
- B.** \$ 4,000,000 Other Aggregate(s), Where Applicable
- C.** \$ 4,000,000 Products-Completed Operations Aggregate

ITEM 5. "UNDERLYING INSURANCE"

A. First Underlying Insurance Policy(ies)

Insurer

See attached Schedule of Underlying Insurance

Policy No.

Policy Period

B. Additional Underlying Insurance Policy(ies)

Insurer

See attached Schedule of Underlying Insurance

Policy No.

Policy Period

ITEM 6. POLICY PREMIUM:

Advanced Premium
\$ 80,377

Minimum Premium
\$ 80,377

Minimum Earned Premium
\$ 20,094

Estimated Exposure
N/A

Rate Per
N/A

Audit Period
N/A

ITEM 7. NOTICES

In the event of an accident, occurrence, wrongful act, claim or suit, that is reasonably likely to involve this Policy, send all pertinent facts to:

FARA

1625 West Causeway Approach
Mandeville LA 70471
StarrIndemnity@fara.com
Fax: (877) 297-3272
Phone : (877) 212-3272

After hours emergency call service:
(877) 212-3272

ITEM 8. ENDORSEMENTS ATTACHED:

Title

Form Number

Policyholder Notice - Wildfire Exclusion	PNSI 001 (10/14)
Claim Reporting Guidelines	CLAIMS RPT (00/00)
Excess Liability Declarations	XS 101 D (10/08)
U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders	IL P 001 01 04
Excess Liability Policy Schedule Of Underlying Insurance	XS 102 (10/08)
Excess Liability Policy Form	XS 100 (10/08)
Colorado Changes - Cancellation And Nonrenewal	XS 301 CO (10/08)
Aircraft Products And Grounding Exclusion	XS 118 (10/08)
Care, Custody Or Control Exclusion	XS 129 (10/08)
Cross Suits Exclusion	XS 139 (10/08)
Employers Liability For Occupational Disease Exclusion	XS 153 (10/08)
Employment Related Practices Exclusion	XS 154 (10/08)
Failure To Supply Exclusion	XS 159 (10/08)
Fungus Exclusion	XS 164 (10/08)
Lead Exclusion	XS 174 (10/08)
Marine Liability Exclusion	XS 183 (10/08)
Pollution Exclusion (Total Exclusion)	XS 198 (10/08)
Professional Liability Exclusion	XS 205 (10/08)
Radioactive Material Or Equipment Exclusion	XS 209 (10/08)
Silica Or Silica-Related Dust Exclusion	XS 220 (10/08)
Auto Coverage - Exclusion Of Terrorism	XS 341 (10/08)
Issuance of Commercial Excess Liability Policy Prior to Receipt of Controlling Underlying Policy	XS 374 (06/11)
Wildfire Exclusionary Endorsement	XS 393 (10/14)

The foregoing discloses all hazards insured hereunder known to exist at the inception date of this Policy, unless otherwise stated herein by endorsement on this Policy.

COUNTERSIGNED

October 25, 2016

BY



DATE

AUTHORIZED REPRESENTATIVE

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.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Excess Liability Policy Schedule of Underlying Insurance

Policy Number: 1000095231161	Effective Date: October 1, 2016
Named Insured: Colorado Petroleum Products	Issuing Company: Starr Indemnity & Liability Company

The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

Type of Policy or Coverage and Insurer, Policy Number and Policy	Limits of Insurance
A. First Underlying Insurance Policy(ies)	
Coverage: General Liability Carrier: Starr Indemnity & Liability Company Policy No.: 1000090133161 Policy Period: 10/01/2016 - 10/01/2017	\$1,000,000 Each Occurrence Limit \$2,000,000 Other Aggregate Limit \$2,000,000 Products-Completed Operations Aggregate Limit
Coverage: Automobile Liability Carrier: Starr Indemnity & Liability Company Policy No.: SISIPCA08344416 Policy Period: 10/01/2016 - 10/01/2017	\$1,000,000 Combined Single Limit
Coverage: Employers Liability Carrier: Starr Indemnity & Liability Company Policy No.: 1000001477 Policy Period: 10/01/2016 - 10/01/2017	\$1,000,000 Each Accident \$1,000,000 Disease - Each Employee Limit \$1,000,000 Disease - Policy Limit
Coverage: Other Liability Employee Benefits Liability Carrier: Starr Indemnity & Liability Company Policy No.: 1000090133161 Policy Period: 10/01/2016 - 10/01/2017 Claims Made Retro Date: 01/01/2002	\$1,000,000 Each Occurrence Limit \$1,000,000 Aggregate Limit

B. Additional Underlying Insurance Policy(ies)

Date of Issue: October 25, 2016

**Authorized
Representative:**



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue 8th Floor New York, NY 10022

Excess Liability Policy

Named Insured: Colorado Petroleum Products

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

This Policy is a legal contract between the Named Insured and Starr Indemnity & Liability Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Named Insured, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Named Insured on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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Starr Indemnity & Liability Company

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EXCESS LIABILITY POLICY FORM

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

Throughout this Policy, the words you and your refer to the Named Insured as shown in **ITEM 1.** of the Declarations. The words we, us and our refer to the Company shown in the Declaration providing this insurance.

The word Insured means the Named Insured and any person or organization qualifying as an Insured in the First Underlying Insurance Policy(ies), but only to the extent to which such person(s) or organization(s) qualify as an Insured in the First Underlying Insurance Policy(ies) at the inception date of this Policy. Newly acquired or formed organizations must comply with **SECTION IV. CONDITIONS, D. Changes** in order to qualify for coverage.

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III. DEFINITIONS**, or to the specific section, of this Policy where such words appear.

SECTION I. COVERAGE

- A. We will pay on behalf of the Insured, the "Ultimate Net Loss" in excess of the "Underlying Insurance" as shown in **ITEM 5.** of the Declarations, that the Insured becomes legally obligated to pay for loss or damage to which this insurance applies and that takes place in the Coverage Territory. Except for the terms, definitions, conditions and exclusions of this Policy, the coverage provided by this Policy shall follow the terms, definitions, conditions and exclusions of the applicable First Underlying Insurance Policy(ies) shown in **ITEM 5.A.** of the Declarations.
- B. Regardless of any other warranties, terms, conditions, exclusions or limitations of this Policy, if any applicable Underlying Insurance Policy(ies) does not cover "Ultimate Net Loss" for reasons other than exhaustion of its limit of liability by payment of claims or suits, then this Policy will not cover such "Ultimate Net Loss".
- C. The amount we will pay for the "Ultimate Net Loss" is limited as described in **SECTION II. LIMITS OF INSURANCE.**

SECTION II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or suits brought; or
 - 3. Persons or organizations making claims or bringing suits.
- B. The Limits of Insurance of this Policy will apply as follows:
 - 1. This Policy applies only in excess of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.
 - 2. If our Limits of Insurance stated in **ITEM 4.** of the Declarations are less than the total Limits of Insurance stated in **ITEM 4.** of the Declarations, then our Limits of Insurance shall be that proportion of the "Ultimate Net Loss" to which our Limits of Insurance apply to the total Limits of Insurance stated in **ITEM 4.** of the Declarations and apply only in excess of the total Limits of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.



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3. Subject to Paragraph B.2. above, the Each Occurrence limit stated in ITEM 4.A. of the Declarations is the most we will pay for the "Ultimate Net Loss" for loss or damages arising out of any one occurrence to which this insurance applies.
4. Subject to Paragraphs B.2. and B.3. above, the limit stated in Item 4.C. of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all "Ultimate Net Loss" under the products-completed operations hazard.
5. Subject to Paragraphs B.2. and B.3. above, the Other Aggregate Limit stated in Item 4.B. of the Declarations is the most we will pay for all "Ultimate Net Loss" except "Ultimate Net Loss" covered under the products-completed operations hazard, that is subject to an aggregate limit provided by the First Underlying Insurance Policy(ies). The Other Aggregate Limit stated in ITEM 4.B. applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy(ies).
6. Subject to Paragraphs B.2., B.3., B.4. and B.5. above, if the total applicable Limits of Insurance of "Underlying Insurance" scheduled in ITEM 5. of the Declarations are:
 - a. Exhausted by payment of "Ultimate Net Loss" arising solely out of a claim first made, or occurrence(s) which first took place, during the Policy Period shown in the Declarations and would be covered under the provisions of this Policy, this insurance applies in excess of such exhausted limit(s); or
 - b. Reduced or exhausted by payment of "Ultimate Net Loss" arising out of a claim which was not first made during the Policy Period shown in the Declarations, or occurrence(s) which took place before or after the Policy Period shown in the Declarations or would not be covered under the provisions of this Policy, this insurance applies as if such payments had not been made.
7. The Limits of Insurance shown in **ITEM 4.** of the Declarations apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

SECTION III. DEFINITIONS

A. "Ultimate Net Loss"

"Ultimate Net Loss" means the total sum, after reduction for all recoveries including other valid and collectible insurance, excepting only the "Underlying Insurance" scheduled under ITEM 5. of the Declarations, actually paid or payable due to a claim or suit for which you or an Insured are liable either by a settlement to which we agreed or a final judgment.

The term "Ultimate Net Loss" shall also include defense costs when such defense costs are included within the limits of insurance of any applicable "Underlying Insurance".

B. "Underlying Insurance"

"Underlying Insurance" means the Policy(ies) and/or self-insured retention identified in **ITEM 5.** of the Declarations. "Underlying Insurance" shall include:

1. The First Underlying Insurance Policy(ies) scheduled in **ITEM 5.A.** of the Declarations;
2. Any Additional Underlying Insurance Policy(ies) scheduled in ITEM 5.B. of the Declarations; and
3. Any renewal or replacement of such Policy(ies).



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SECTION IV. CONDITIONS

A. Appeals

If the Insured or underlying insurer elects not to appeal a judgment or award in excess of the limits of the "Underlying Insurance," we may do so at our expense. We will not be liable for any judgment or award that exceeds the Limits of Insurance stated in ITEM 4. of the Declarations.

B. Bankruptcy or Insolvency

Your or an Insured's bankruptcy, insolvency or inability to pay will not relieve us from our obligations under this Policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer or insurer providing other insurance, the insurance afforded by this Policy will not drop down or replace such "Underlying Insurance" or other insurance, but will apply as if all limits of any "Underlying Insurance" or other insurance are fully available and collectible.

C. Cancellation

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in ITEM 1. of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, earned premium will be more than a pro rata of the Advanced Premium as shown on ITEM 6. of the Declarations; it will be based on the time this Policy was in force and increased by the applicable short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in ITEM 1. of the Declarations shall act on behalf of all other Insured(s) with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

D. Changes

You must promptly notify us of any newly acquired or formed organizations, or coverage or limit changes made after the inception date of this Policy to the First Underlying Insurance Policy(ies) as scheduled in **ITEM 5.A.** of the Declarations.

Coverage under this Policy will apply to newly acquired or formed organizations only if we endorse the organization as an Insured onto this Policy. Any newly acquired or formed organizations endorsed onto this Policy may be subject to an additional premium and to a premium audit.



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E. Coverage Territory

Any claim or suit for loss or damage occurring within the Coverage Territory must be brought within the United States of America.

Coverage Territory shall be deemed to be anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

F. Defense

We have no duty to defend any claim or suit and will not be obligated to assume charge of the investigation, settlement or defense of any claim, suit or proceeding instituted against you or any Insured for loss or damages to which this insurance may apply. We will have the right and opportunity to participate or associate in the investigation, settlement or defense of any claim, suit or proceeding against you or an Insured for loss or damage to which this insurance may apply. If we exercise such right, which is at our sole discretion, we will do so at our own expense.

G. Maintenance of "Underlying Insurance"

You agree to maintain all "Underlying Insurance" in full force and effect during our Policy Period stated in ITEM 2. of the Declarations, except for the reduction of the aggregate limits of the "Underlying Insurance" due to payment of claim(s) or suit(s) for loss or damage to which this insurance may apply. If you fail to comply with this condition precedent, then the insurance provided by this Policy shall only apply as though such "Underlying Insurance" had been in full force and effect by you.

H. Notification of Accidents or Occurrences

1. You or an Insured must see to it that we are notified as soon as practicable of an accident, occurrence or wrongful act which is reasonably likely to result in a claim or suit to which this insurance may apply.

To the extent possible, notice will include:

- a. How, when and where the accident, occurrence or wrongful act took place;
 - b. The names and addresses of any injured persons and witnesses;
 - c. The nature and location of any loss, injury or damage arising out of the accident, occurrence or wrongful act.
2. If a claim is made or a suit is brought against an Insured that is reasonably likely to involve this Policy, you or an Insured must notify us in writing as soon as practicable.
 3. You and an Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and



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Dallas, TX 1-866-519-2522

d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of loss or damage to which this insurance may also apply.

4. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";
2. Insurance that is specifically written as excess over this Policy; or
3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
 - a. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
 - b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

J. Premium

The first Named Insured shown in **ITEM 1.** of the Declarations shall be responsible for payment of all premiums when due.

The Advanced Premium shown in **ITEM 6.** of the Declarations is a flat premium for this Policy Period, unless Estimated Exposure, Rate Per and Audit Period are completed on the Declarations. In that case a Premium Audit Endorsement will be attached to the Policy.

Earned Premium in a Policy Period shall be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations, if applicable.

K. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them. Reimbursement of recovery(ies), minus expenses incurred by us in the process of recovery, will be first made to any interest (including the Insured) who has paid any amounts in excess of the limits of this Policy; then next to us; and then finally to all other interests (including the Insured and the underlying insurer) with respect to the remaining amounts, if any.



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L. Unintentional Errors or Omissions

Your failure to disclose all hazards existing as of the inception date of this Policy shall not prejudice you with respect to the coverage afforded by this Policy provided such failure or any omission is not intentional.

M. When "Ultimate Net Loss" is Payable

Coverage under this Policy will not apply unless and until the Insured or the Insured's "Underlying Insurance" has paid or is obligated to pay the full amount of the limits of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations. If other insurance applies, coverage under this Policy will not apply until the other insurance has paid or is obligated to pay the full amount of its limit of insurance.

When the "Ultimate Net Loss" is determined, we will pay on behalf of the Insured the amount of "Ultimate Net Loss" to which this insurance applies.

SECTION V. EXCLUSIONS

This insurance shall not apply to:

A. Asbestos

1. "Ultimate Net Loss" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
2. Any obligation of the Insured to indemnify any party because of damages arising out of such "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

B. Auto Coverages

"Ultimate Net Loss" arising out of or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

C. Nuclear

"Ultimate Net Loss":

1.
 - a. With respect to which the Insured is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "Nuclear Material" and with respect to which **(1)** any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the Insured is, or had this Policy not been available would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.



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2. "Ultimate Net Loss" resulting from the hazardous properties of "Nuclear Material", if:

- a. The "Nuclear Material" (1) is at any "nuclear facility" owned by the Insured or operated by the Insured or on the Insured's behalf, or (2) has been discharged or dispensed therefrom;
- b. The "Nuclear Material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the Insured or on the Insured's behalf; or
- c. The "Ultimate Net Loss" arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "Nuclear Facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to property damage to such "Nuclear Facility" and any property thereat.

3. As used in this exclusion:

- a. "Hazardous Properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear Material" means "Source Material", "Special Nuclear Material" or "By-Product Material;"
- c. "Source Material", "Special Nuclear Material" and "By-product Material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
- d. "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. "Waste" means any waste material (1) containing "By-Product Material" and (2) resulting from the operation by any person or organization of a "Nuclear Facility" included within the definition of "Nuclear Facility" below;
- f. "Nuclear Facility" means:
 - (1). Any nuclear reactor;
 - (2). Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "Spent Fuel", or (iii) handling, processing or packaging wastes;
 - (3). Any equipment or device used for the processing, fabricating, or alloying of "Special Nuclear Material" if at any time the total amount of such material in the Insured's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (4). Any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

D. Pollution

1. "Ultimate Net Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Loss, cost or expense arising out of any:



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- a. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

This exclusion does not apply if valid "Underlying Insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of the applicable limits of the Underlying Insurance. Coverage provided under this Policy will follow the terms, definitions, conditions, exclusions and limitations of the First Underlying Insurance Policy(ies).

E. Workers Compensation and Similar Laws

"Ultimate Net Loss" for any obligation of the Insured under any worker's compensation, disability benefits or unemployment compensation law or any similar law.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Colorado Changes – Cancellation and Nonrenewal

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

A. SECTION IV. CONDITIONS, condition **C. Cancellation** is deleted in its entirety and replaced with the following:

C. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
2. If this Policy has been in effect for less than 60 days, we may cancel this Policy by mailing to or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. The first Named Insured in **ITEM 1.** of the Declarations shall act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Cancellation of policies in effect for 60 days or more
 - a. If this Policy has been in effect for 60 days or more, or is a renewal of a Policy we issued, we may cancel this Policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.



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We may only cancel this Policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the Insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept the change.

B. The following conditions are added to SECTION IV. CONDITIONS:

Nonrenewal

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a Policy written for a term of more than one year or with no fixed expiration date.

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

Increase In Premium Or Decrease In Coverage

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this Policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the Insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the Policy unless the first Named Insured has notified us of the change and we accept the change.

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

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Danzelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Aircraft Products and Grounding Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

A. The following exclusion is added to **SECTION V. EXCLUSIONS:**

1. This insurance does not apply to any liability arising out of the products-completed operations hazards relating to:
 - a. Aircraft (including missiles or spacecraft) and any ground support or control equipment;
 - b. Any other goods or products used in the manufacture, repair, operation or use of any aircraft; or
 - c. Any items installed in aircraft or used in connection with aircraft or for spare parts for aircraft including but not limited to ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other advice or service relating to aircraft and any labor relating to such aircraft or articles.
2. The "Grounding" of any aircraft.

B. As used in this endorsement:

1. "Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft, or any part thereof sold, handled or distributed by any Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of any Insured or with tools, machinery or other equipment furnished to such persons or organizations by any Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A "Grounding" shall be deemed to commence on the date of an occurrence which discloses such condition or on the date an aircraft is first withdrawn from service on account of such condition, whichever occurs first.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Care, Custody or Control Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

The following exclusion is added to **SECTION V. EXCLUSIONS**:

This insurance shall not apply to "Ultimate Net Loss" arising out of property damage to: (real property, personal property, or real and personal property) of others in the care, custody or control of the Insured.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Cross Suits Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

The following exclusion is added to **SECTION V. EXCLUSIONS:**

This insurance shall not apply to "Ultimate Net Loss" arising out of any injuries initiated, alleged, or caused to be brought about by a Named Insured covered by this Policy against any other Named Insured covered by this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Employers Liability for Occupational Disease Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

The following exclusion is added to **SECTION V. EXCLUSIONS**:

This insurance shall not apply to "Ultimate Net Loss" to an employee of the Insured arising out of any occupational disease.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Employment Related Practices Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

The following exclusion is added to **SECTION V. EXCLUSIONS**:

This insurance shall not apply to "Ultimate Net Loss" for injury to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs **a.**, **b.** or **c.** above is directed.

This exclusion applies whether the injury causing event described in Paragraphs **a.**, **b.** or **c.** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. D'Angelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Failure to Supply Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

The following exclusion is added to **SECTION V. EXCLUSIONS**:

This insurance shall not apply to "Ultimate Net Loss" arising out of the complete or partial failure of any Insured to adequately supply electricity, gas, oil, water or steam.

This exclusion does not apply to bodily injury or property damage if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any Insured to procure, produce, process or transmit the electricity, gas, oil, water or steam.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Fungus Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

A. The following exclusion is added to **SECTION V. EXCLUSIONS:**

Fungi or Bacteria

This insurance shall not apply to:

1. "Ultimate Net Loss" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
2. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

B. The following definition is added to the **SECTION III. DEFINITIONS:**

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

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Lead Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

A. The following exclusion is added to SECTION V. EXCLUSIONS:

This insurance shall not apply to:

1. "Ultimate Net Loss" which would not have occurred, in whole or in part, but for the actual, alleged or threatened existence or "supervision" of the hazardous properties of any "manner" of lead, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
2. Any loss, cost or expenses arising out of any request, demand order or statutory or regulatory requirement with respect to the "supervision", or in any way responding to, or assessing the effects of, any "manner" of lead, by any Insured or by any other person or entity.
3. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of the "supervision", or in any way responding to, or assessing the effects of, any "manner" of lead.

B. The following definitions are added to the SECTION III. DEFINITIONS:

As used in this exclusion:

1. "Manner" means anything containing lead, including, but not limited to air, dust, earth, paint, pipes and fixtures, plumbing solder and water.
2. "Supervision" includes, but is not limited to, abatement, cleaning up, containment, detoxification, disposal, monitoring, neutralization, remediation, removal, testing for or treatment.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Danzelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Marine Liability Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

The following exclusion is added to **SECTION V. EXCLUSIONS:**

This insurance shall not apply to "Ultimate Net Loss" arising out of any marine liability which includes but is not limited to the following:

Chartered Liability	Terminal Operation Liability
Safe Berth Legal Liability	Wharfingers Liability
Stevedores Liability	Protection and Indemnity including Collision
Towers Liability	Ship Builders Liability
Jones Act Coverage	U.S. Longshoreman and Harbor Workers
Ship Repairers Legal Liability	

It is further agreed that this insurance shall not apply to "Ultimate Net Loss":

1. Arising out of the maintenance, fueling, loading or unloading of any watercraft or property damage to any watercraft in the Insured's care, custody or control;
2. To passengers or to property of passengers;
3. To any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the Insured may be held liable; or
4. For the cost or expense of, or incidental to, the removal of the wreck of any vessel.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Pollution Exclusion (Total Exclusion)

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

Section V. Exclusions, exclusion **D. Pollution** is deleted in its entirety and replaced with the following:

This insurance shall not apply to:

D. Pollution

1. "Ultimate Net Loss" arising out of the actual or threatened discharge, dispersal, seepage, migration, release or escape of pollutants anywhere in the world;.
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any Insured others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or.
3. Any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. D'Angelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Professional Liability Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

The following exclusion is added to **SECTION V. EXCLUSIONS**:

This insurance shall not apply to "Ultimate Net Loss" arising out of any act, error, omission, malpractice or mistake of a professional nature committed by any Insured or any person for whom any Insured is legally responsible.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Radioactive Material or Equipment Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

The following exclusion is added to **SECTION V. EXCLUSIONS**:

This insurance shall not apply to "Ultimate Net Loss" arising out of the Insured's selling, disposing of or handling any radioactive material or equipment.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Silica or Silica-Related Dust Exclusion

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

A. The following exclusion is added to SECTION V. EXCLUSIONS:

This insurance shall not apply to:

1. "Ultimate Net Loss" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any Insured or by any other person or entity.

B. The following definitions are added to SECTION III. DEFINITIONS:

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

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. D'Angelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Auto Coverage – Exclusion of Terrorism

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

Any endorsement addressing acts of terrorism (however defined) in any "Underlying Insurance" does not apply to this Policy.

A. The provisions of this endorsement:

1. Apply only to loss or damage arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to injury or damage arising out of the ownership, maintenance or use of any auto that is a covered auto.

B. The following definition is added to **SECTION III. DEFINITIONS** and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.



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C. The following exclusion is added to SECTION V. EXCLUSIONS:

Exclusion of Terrorism

This insurance shall not apply to loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Any loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** above are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.6.** above describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Policy.

In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Policy.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ISSUANCE OF COMMERCIAL EXCESS LIABILITY POLICY PRIOR TO RECEIPT OF CONTROLLING UNDERLYING POLICY

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

EXCESS LIABILITY POLICY

It is agreed that the following is added to Section I., Coverage, Paragraph A.:

This Policy has been issued on the basis that, except where inconsistent with or supplementary to the Controlling Underlying Policy(ies), it is following all terms and conditions of the Controlling Underlying Policy(ies), which policy should reflect bound coverage in accordance with the warranties, terms, conditions, exclusions and limitations as contained in the binder for the Controlling Underlying Policy(ies), dated 10/01/2016.

Following the issuance of the Controlling Underlying Policy(ies), a copy of such policy shall be forwarded to the Insurer for review and agreement by the Insurer. If, upon review, we conclude that there are any differences in coverage between the binder and the Controlling Underlying Policy(ies), such differences will not be binding upon us unless (1) the Insurer agrees in writing, and (2) the Insured agrees to any additional premium and/or amendment to the provisions of the Policy(ies) required by the Insurer related to such differences in coverage.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Wildfire Exclusionary Endorsement

Policy Number: 1000095231161

Effective Date: October 1, 2016 at 12:01 A.M.

Named Insured: Colorado Petroleum Products

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Excess Liability Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION V. EXCLUSIONS** is amended to include the following:

Wildfire

"Ultimate Net Loss" arising out of "wildfire."

As used in this exclusion, "wildfire" means an unplanned, uncontrolled fire resulting from ignition in or from an area of naturally occurring vegetation, and includes all risk associated with or resulting from the fire such as smoke, heat, soot, or fumes. Wildfire includes brush fire, bushfire, forest fire, desert fire, grass fire, hill fire, peat fire, vegetation fire, veldfire, escaped prescribed fires, and escaped wildland fires

All other terms and conditions of this Policy remain unchanged