

IN THE DISTRICT COURT OF CHEROKEE COUNTY
STATE OF OKLAHOMA

CHEROKEE NATION;
CHEROKEE NATION BUSINESSES, LLC;
CHEROKEE NATION ENTERTAINMENT,
LCC.

Plaintiff,

V.

- (1) LEXINGTON INSURANCE COMPANY;
- (2) UNDERWRITERS AT LLOYD'S –
SYNDICATES; ASC1414, XLC 2003,
TAL 1183, MSP 318, ATL1861, KLN 510,
AGR 3268;
- (3) UNDERWRITERS AT LLOYD'S –
SYNDICATE: CNP 4444;
- (4) UNDERWRITERS AT LLOYD'S –
ASPEN SPECIALTY INSURANCE
COMPANY;
- (5) UNDERWRITERS AT LLOYD'S –
SYNDICATES; KLN 0510, ATL 1861,
ASC 1414, QBE 1886, MSP 0318, APL
1969, CHN 2015, XLC 2003;
- (6) UNDERWRITERS AT LLOYD'S –
SYNDICATE BRT 2987;
- (7) UNDERWRITERS AT LLOYD'S –
SYNDICATES; KLN 0510, TMK 1880,
BRT 2987, BRT 2988, CNP 4444, ATL
1861, NEON WORLDWIDE PROPERTY
CONSORTIUM, AUW 0609, TAL 1183,
AUL 1274;
- (8) HOMELAND INSURANCE COMPANY
OF NY (ONE BEACON);
- (9) HALLMARK SPECIALTY INSURANCE
COMPANY;
- (10) ENDURANCE WORLDWIDE
INSURANCE LTD T/AS SOMPO
INTERNATIONAL;
- (11) ARCH SPECIALTY INSURANCE
COMPANY;
- (12) EVANSTON INSURANCE COMPANY;
- (13) ALLIED WORLD NATIONAL
ASSURANCE COMPANY;

FILED
SEP 14 2020

LESA ROUSEY-DANIELS, Court Clerk
CHEROKEE COUNTY

By _____ Deputy

CASE NO. CV-20-150

- | | |
|-------------------------------------------------|---|
| (14) LIBERTY MUTUAL FIRE INSURANCE COMPANY; | § |
| (15) XL INSURANCE AMERICA, INC.; | § |
| (16) AXA/XL AMERICA, INC.; | § |
| (17) RSUI-LANDMARK AMERICAN INSURANCE COMPANY; | § |
| (18) CHUBB BERMUDA LTD.; | § |
| (19) UNDERWRITERS AT LLOYD'S LONDON | § |
| (20) ABC INSURANCE COMPANIES (to be determined) | |

Defendants.

**DEFENDANT XL INSURANCE AMERICA, INC.'S
OPPOSITION TO PLAINTIFFS' MOTION FOR PARTIAL
SUMMARY JUDGMENT ON BUSINESS INTERRUPTION COVERAGE**

Defendant XL Insurance America, Inc. (“XL”)¹ files this Opposition to Cherokee Nation’s, Cherokee Nation Businesses, LLC’s, and Cherokee Nation Entertainment, LLC’s (collectively, “Plaintiff”) Motion for Partial Summary Judgment on Business Interruption Coverage, and also adopts and incorporates by reference Defendant Insurers’ Opposition to Plaintiff’s Motion for Partial Summary Judgment on Business Interruption Coverage (the “Joint Defense Brief”).

MEMORANDUM BRIEF

Plaintiff’s claimed losses arise out of the COVID-19 virus. Plaintiff maintains that it preemptively closed its facilities in order to encourage social distancing and suppress the person-to-person transmission of COVID-19. Although Plaintiff’s actions may have slowed the spread of the virus, such actions do not create coverage for losses that fall outside the terms of an insurance policy.

XL is an excess insurer and issued policy numbers US00010377PR19A and US00063261PR19A to Plaintiff, with a policy period of July 1, 2019 to July 1, 2020 (the “XL Policy”). The XL Policy includes a microorganism exclusion that applies to, and excludes

¹ A Stipulation of Dismissal Without Prejudice as to AXA/XL America, Inc. has been filed in this matter. AXA/XL America, Inc. did not issue an insurance policy to Plaintiff.

coverage for, Plaintiff's claimed losses arising out of the COVID-19 virus. Therefore, in addition to the reasons set forth in the Joint Defense Brief, Plaintiff's motion for partial summary judgment should be denied as to XL because the Microorganism Exclusion Endorsement applies to exclude coverage.

STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS

XL adopts and incorporates by reference the Response to Plaintiff's Material Facts and the Statement of Additional Undisputed Material Facts set forth in the Joint Defense Brief. XL provides the following additional facts material to the XL Policy:

1. Plaintiff purchased the XL Policy, which has a July 1, 2019 through July 1, 2020 policy period. (Exhibit A to the Declaration of Jean Broderick ("Broderick Dec.")). The XL Policy is an excess property policy that contains a number of coverage forms and clauses that form part of the overall Policy for Plaintiff.

2. The XL Policy includes a Microorganism Exclusion Endorsement, which provides:

Notwithstanding any provision(s) to the contrary within this policy or any endorsement(s) attached thereto, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, mushroom, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

(Ex. A to the Broderick Dec.).

3. The 2020-2021 property insurance policy issued by XL to Plaintiff does not include a new communicable disease exclusion referred to in Plaintiff's Motion for Partial Summary Judgment at pages 17-18. (Broderick Dec. ¶ 4).

ARGUMENT AND AUTHORITY

I. The Microorganism Exclusion Endorsement Applies to Exclude Coverage

Plaintiff has not met its burden of proving that it suffered a covered loss under the XL Policy. Even if it had, however, its claimed loss would be excluded from coverage under the Microorganism Exclusion Endorsement. Indeed, "policy exclusions are read seriatim; each exclusion eliminates coverage and operates independently against the general declaration of insurance coverage and all prior exclusions by specifying other occurrences not covered by the policy." *Dodson v. St. Paul Ins. Co.*, 1991 OK 24, 812 P.2d 372, 377.

The Microorganism Exclusion Endorsement excludes coverage for losses "directly or indirectly arising out of or relating to . . . [a] microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health." (Ex. A to the Broderick Dec.). Viruses are microorganisms. Numerous Oklahoma and Federal statutes define a virus as a microorganism, including:

- The Department of Transportation defines a "pathogen" as "a *microorganism (including bacteria, viruses, rickettsiae, parasites, fungi)* or other agent, such as a proteinaceous infectious particle (prion), that can cause disease in humans or animals . . ." 49 C.F.R. § 173.134(a)(1). (Emphasis added).
- 18 U.S.C.A. § 178(1)(A) defines "biological agent" as "*any microorganism (including, but not limited to, bacteria, viruses, fungi, rickettsiae or protozoa)*, or infectious substance, or any naturally occurring, bioengineered or synthesized component of any such microorganism or infectious substance, capable of causing death, disease, or other biological malfunction in a human, an animal, a plant, or another living organism." (Emphasis added).

- Okla. Stat. tit. 63, § 1-539.1.B.2 defines “Bloodborne pathogens” as “pathogenic microorganisms that are present in human blood and that can cause disease in humans including, but not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).”
- Okla. Stat. tit. 68, § 1358.A.5.e states that “agricultural chemical pesticides shall include any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any insect, snail, slug, rodent, bird, nematode, fungus, weed or any other form of terrestrial or aquatic plant or animal life or virus, bacteria or *other microorganism, except viruses*, bacteria or other microorganisms on or in living man, or any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant.” (Emphasis added).

Therefore, the Microorganism Exclusion Endorsement in the XL Policy excludes coverage for losses “directly or indirectly arising out of or relating to” a virus.

Here, it is an established scientific fact that COVID-19 is caused by a virus – i.e., SARS-CoV-2, also known as the COVID-19 virus. (See, e.g., <https://www.niaid.nih.gov/diseases-conditions/coronaviruses>). Plaintiff repeatedly states in its Motion that its loss arises from its decision to close its businesses to avoid the risk of exposing employees, patrons, and tribal members to the COVID-19 virus. As a result, Plaintiff’s claimed losses “directly or indirectly aris[e] out of or relat[e] to” a virus. Thus, the plain language of XL’s Microorganism Exclusion Endorsement applies to Plaintiff’s claims. Plaintiff’s motion for summary judgment should be denied.²

² The Microorganism Exclusion Endorsements also excludes coverage for “any substance whose presence poses an actual or potential threat to human health.” It is undisputed that the COVID-19 virus poses an actual or potential threat to human health. (See Plaintiff’s Motion at page 2). Thus, even if the COVID-19 virus were not a “microorganism,” the Microorganism Exclusion Endorsement would still apply to exclude coverage for Plaintiff’s claimed loss.

II. The 2020 through 2021 XL Policy Does Not Include a New Exclusion for Communicable Disease

Plaintiff argues that inclusion of a new communicable disease exclusion in the 2020 through 2021 TPIP Policy is evidence that the 2019 through 2020 TPIP Policy provides coverage for COVID-19 losses. XL disagrees with this argument and asserts that it should be disregarded as irrelevant for the reasons set forth in the Joint Defense Brief.

However, the 2020 through 2021 policy that XL issued to Plaintiff does not include a new communicable disease exclusion. (Broderick Dec. ¶ 4). Rather, the Microorganism Exclusion Endorsement is part of the 2019 through 2020 policy and the 2020 through 2021 policy. (*Id.*) The Microorganism Exclusion Endorsement applies to exclude losses related to the COVID-19 virus during the 2019 through 2020 policy term and the 2020 through 2021 policy term. Thus, Plaintiff's argument regarding new exclusions contained in the 2020 through 2021 policy does not apply to XL.

CONCLUSION

For all the foregoing reasons, Plaintiff's Motion for Partial Summary Judgment on Business Interruption Coverage must be denied and the Court should either grant summary judgment in XL's and Defendants' favor or allow the parties to proceed with discovery.³

³ Any arguments proffered by Plaintiff that the Microorganism Exclusion Endorsement is not part of the XL Policy due to an alleged lack of delivery to Plaintiff must be rejected. XL issued an excess policy that defined the terms upon which it was willing to provide coverage, and those terms included the Microorganism Exclusion Endorsement. The XL Policy was delivered to Plaintiff via its insurance broker. Oklahoma law provides that "[a] contract in writing takes effect upon its delivery to the party in whose favor it is made, *or to his agent.*" Okla. Stat. Ann. tit. 15, § 138 (emphasis added). Moreover, with respect to insurance policies, "[d]elivery of the policy is not essential to its enforceability." *Richardson v. Brown*, 443 F.2d 926, 927 (10th Cir. 1971). Plaintiff has clearly accepted the terms of the XL Policy because it has initiated this lawsuit and alleged it is entitled to benefits under the XL Policy.

Respectfully submitted,



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*Attorneys for Defendants XL Insurance America,
Inc. and AXA XL America, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of September, 2020, a true and correct copy of the foregoing document was served via email to:

Michael Burrage: mburrage@whittenburragelaw.com
Reggie Whitten: rwhitten@whittenburragelaw.com
Patricia A. Sawyer: psawyer@whittenburragelaw.com
Austin Vance: avance@whittenburragelaw.com
J. Renley Dennis: jdennis@whittenburragelaw.com

ATTORNEYS FOR PLAINTIFF



C. William Threlkeld / Sterling E. Pratt

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|-------------------------------------------------|---|
| (14) LIBERTY MUTUAL FIRE INSURANCE COMPANY; | § |
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| (18) CHUBB BERMUDA LTD.; | § |
| (19) UNDERWRITERS AT LLOYD'S LONDON | § |
| (20) ABC INSURANCE COMPANIES (to be determined) | |

Defendants.

DECLARATION OF JEAN BRODERICK IN SUPPORT OF DEFENDANT XL INSURANCE AMERICA, INC.'S OPPOSITION TO PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON BUSINESS INTERRUPTION COVERAGE

1. I am a Regional Practice Leader at AXA XL, which is a parent company of XL Insurance America, Inc., and I make this declaration based upon my personal knowledge.

2. XL Insurance America, Inc. issued an insurance policy to Cherokee Nation, Cherokee Nation Businesses, LLC, and Cherokee Nation Entertainment, LLC (collectively, "Cherokee"), with policy numbers US00010377PR19A and US00063261PR19A and a policy period of July 1, 2019 through July 1, 2020 (the "XL Policy"). Cherokee is insured under Declarations 15, 31, and 37 of the XL Policy.

3. The XL Policy includes a Microorganism Exclusion Endorsement. A true and correct copy of Declarations 15, 31, and 37 and the Microorganism Exclusion Endorsements in the XL Policy is attached hereto as Exhibit A.

4. XL Insurance America, Inc. issued an insurance policy to Cherokee for the policy period of 2020 through 2021 (the "2020-2021 XL Policy"). The 2020-2021 XL Policy includes the Microorganism Exclusion Endorsement attached as Exhibit A. The 2020-2021 XL Policy does not include a new communicable disease exclusion that was not included in the XL Policy.

I, Jean Broderick, the undersigned, state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Jean Broderick
Signature

Sept. 11, 2020
Date

Yorkers, NY
Place

EXHIBIT A

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

POLICY NAME ALLIANT PROPERTY INSURANCE PROGRAM
POLICY NUMBER: See Attached Schedule of Carriers
NAMED INSURED ALLIANT PROPERTY INSURANCE PROGRAM
Declaration 15- TPIP 1
MAILING ADDRESS OF INSURED: c/o Alliant Insurance Services, Inc.
325 E. Hillcrest Dr. Suite 250
Thousand Oaks, CA 91360

POLICY PERIOD: From: **July 1, 2019**
To: **July 1, 2020**
Both days at 12:01 a.m. Local Standard Time

LIMITS OF LIABILITY:

A. Declaration Limit of Liability:

\$ 1,500,000,000 Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits noted below.

B. Named Insured Limits:

Subject to the Declaration Limit of Liability set forth in paragraph A. above, the per Named Insured, per Occurrence All Perils limit set forth on the Declaration Schedule Addendum opposite each Named Insured is the most the Company will pay for each Named Insured, regardless of the, coverages, extensions of coverage or perils insured. Such per Named Insured, per Occurrence All Perils limit is part of and does not increase the Declaration Limit of Liability.

Sub-Limits of Liability:

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles set forth below or Special Terms & Conditions below, unless indicated otherwise. If the coverage listed below indicates that it "Varies per Named Insured", the applicable sub-limit for each Named Insured is set forth on the Declaration Schedule Addendum opposite each Named Insured's name. Further, if a different limit is set forth in such Declaration Schedule Addendum opposite each Named Insured's name from the limit set forth below, such sub-limit will control with respect to such Named Insured. The Sub-Limits of Liability set forth below or in the Declaration Schedule Addendum are subject to and do not increase the Declaration Limit of Liability set forth above or as set forth in the Declaration Schedule Addendum.

Not to exceed member Sublimit noted on the Declaration Addendum Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring outside the State of California.

Not to exceed member Sublimit noted on the Declaration Addendum Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring in the State of California.

Not to exceed member Sublimit noted on the Declaration Addendum Excess of \$500,000,000 Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insureds that purchase this optional dedicated coverage) excluding Flood Zone A & V Sub-limit (inclusive of all 100 year exposures), not to exceed individual Named Insured's sub-limits and aggregates

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

Not to exceed member Sublimit noted on the Declaration Addendum	Combined Business Interruption and Rental Income. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption and Rental Income combined. Business Interruption coverage for Power Generating Plants is excluded, unless otherwise specified.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring inside the State of California.
\$ 35,000,000	Extra Expense
\$ 40,000,000	Automatic Acquisition for new locations for existing Named Insureds for 120 days, excluding Earthquake Shock in the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. (If values are not reported within the stated reporting provision, a maximum sub-limit of \$25,000,000 for any one occurrence will apply). Additionally a sub-limit of \$2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.
\$ 40,000,000	Miscellaneous Unnamed Locations excluding Earthquake Shock for locations in the states of Alaska and California, and if Flood Coverage is purchased for scheduled locations, Flood is covered subject to Named Insured's Flood Limits, however, Flood Zones A&V are excluded. This coverage extension does not apply to locations situated in Tier I or Tier II Counties.
\$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed \$25,000 per item for existing Named Insureds excluding Earthquake coverage for locations in Alaska and California. If flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
\$5,000,000 or 110% of the scheduled values whichever is greater, for	Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed \$25,000 per item
\$ 35,000,000	Errors & Omissions (errors/omissions in the description, location of property, or valuation of property). This extension does not increase any more specific limit stated elsewhere in this policy.
\$ 25,000,000	Course of Construction and Additions (including new) for projects with project values not exceeding the sub-limit shown. This sub-limit may be increased to \$100,000,000 for non-combustible construction, subject to Underwriting review and approval.

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

\$	250,000	Prize Giveaways
\$	2,500,000	Money and Securities as respects perils of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by vehicles, Water Damage and Theft (other than by an employee(s) of the Insured(s))
\$	2,500,000	Unscheduled Fine Arts
\$	25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination for Owned Land, Land Values and Water owned by the Insured(s)
\$	750,000	Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
\$	150,000,000	Except \$50,000,000 for Named Insureds in Decarlations 31 and 37 for Increased Cost of Construction due to the enforcement of building codes/ordinance or law (includes All Risk and Boiler & Machinery). Demolition, Compliance with Law and BI are restricted to \$35,000,000
\$	25,000,000	Transit
\$	2,500,000	Unscheduled Animals; subject to maximum of \$50,000 per Animal, Per Occurrence
\$	2,500,000	Watercraft under 50 feet (watercraft over 50 feet must be scheduled subject to underwriting review and approval)
\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated location(s)
\$	3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
\$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured’s schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$100,000 Per Occurrence – Per Policy Provisions.
\$	500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones
\$	1,000,000	Claims Preparation Expenses
\$	25,000,000	Expediting Expenses
\$	1,000,000	Personal Property Outside the USA
	180 Days	Extended Period of Indemnity

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

	\$	100,000	Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
	\$	100,000	Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.
BOILER & MACHINERY COVERAGES & LIMITS:	\$	100,000,000	Boiler Explosion and Machinery Breakdown as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for Power Generating Facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
	\$	10,000,000	Utility Interruption
	\$	10,000,000	Ammonia Contamination
	\$	10,000,000	Water Damage
	\$	10,000,000	Consequential Damage
	\$	2,000,000	Media Coverage
	\$	1,000,000	Hazardous Substance
	\$	25,000,000	Ordinance or Law - Included in Demo & ICC Limit above
NEWLY ACQUIRED LOCATIONS:	\$	25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than \$25,000,000 or Power Generating Facilities must be reported within 90 days and must have prior underwriting approval prior to binding
VALUATION:			<ul style="list-style-type: none"> • Repair or Replacement Cost • Actual Loss Sustained for Time Element Coverages • Contractor's/Scheduled Equipment either Replacement Cost or Actual Cash Value as elected by declaring values in the manner losses are to be adjusted. If not declared, valuation will default to Actual Cash Value (ACV)
"ALL RISK" BASIC DEDUCTIBLE:		Varies by Named Insured	All Risk Deductible; Per occurrence each and every loss except as specified below:
"ALL RISK" DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:	\$	10,000	Residential Property(ies) less than \$100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

\$	25,000	Residential Property(ies) greater than \$100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater
	Varies by Named Insured	All Flood Zones excluding Flood Zones A & V
	Varies by Named Insured	Flood Zones A & V (inclusive of all 100 year exposures)
	Varies by Named Insured	Earthquake Shock Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element except 10% with \$100,000 minimum for buildings constructed prior to 1940 where Earthquake Coverage is purchased
\$	1,000	Specially Trained Animals
\$	500,000	Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption
	24 Hour Waiting Period	Service Interruption as respects All Perils and Coverages (other than Boiler and Machinery Breakdown)
	24 Hour	Equivalent Business Interruption Deductible at the time of loss (24 hours to be calculated by dividing the total Business Interruption loss by the number of days business was interrupted) as respects All Perils and Coverages solely for Casino(s) with Total Insurable Values in excess of \$50,000,000
\$	25,000	Boiler & Machinery Deductible, per occurrence each and every loss

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

SPECIAL TERMS & CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

SPECIAL TERMS:	Description: Varies by Named Insured
	Limit: Varies by Named Insured
	Deductible: Varies by Named Insured
TERMS AND CONDITIONS:	25% Minimum Earned Premium and cancellations subject to 10% penalty 90 Days except 10 Days for Non-Payment of Premium
NOTIFICATION OF CLAIMS TO:	Alliant Insurance Services, Inc. Attention: Claims Department 100 Pine Street, 11th Floor San Francisco, CA 94111

Participation%	Participation \$	Company	Policy #
	\$ 2,500,000 Primary	(for 55%) Per Occurrence all Named Insureds over all Declarations combined. All Risk including EQ & FL, Including B&M	
55.0000%	\$ 1,375,000	Lexington Insurance Company	017471589/06
	\$ 25,000,000	(for 35%) Per Occurrence/Per Declaration All Risk including EQ & FL, Including B&M	
35.0000%	\$ 8,750,000	Lexington Insurance Company	38412453
	\$ 25,000,000	(for 10%) Per Occurrence/Per Declaration. All Risk including EQ & FL, Including B&M	
10.0000%	\$ 2,500,000	Lexington Insurance Company	38412468
	\$ 12,500,000 Excess of \$2,500,000	To pay the difference between \$15,000,000 (100%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.	
		* All Risk including EQ, FL and B&M	
2.5000%	\$ 312,500	RKH-Underwriters at Lloyds-Aspen Specialty Insurance Company	PX006CP19
4.0000%	\$ 500,000	RKH- Underwriters and Lloyds syndicates 4444 CNP	PJ1900131
3.0000%	\$ 375,000	One Beacon - Homeland Insurance Company of NY	798000237
7.5000%	\$ 937,500	Hallmark Specialty Insurance Co.	73PRX19A1B7
17.0000%	\$ 2,125,000		
	\$ 12,500,000 Excess of \$2,500,000	To pay the difference between \$15,000,000 (100%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.	
		* All Risk including EQ, FL and B&M	
38.0000%	\$ 4,750,000	RKH- Underwriters and Lloyds Syndicate: 1414 ASC, 0510 KLN, 1861 ATL, 0318 MSP, 3268 AWR, XL Callin Insurance Company UK Ltd, 1183 TAL	PJ193647
38.0000%	\$ 4,750,000		
	\$ 50,000,000	To pay the difference between \$50,000,000 (for 35%) per occurrence/ per Declaration and \$25,000,000 (for 35%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate of \$195,000,000 (for 35%). All Risk including EQ & FL Including B&M	
35.0000%	\$ 17,500,000	Lexington Insurance Company	011660435/07
	\$ 25,000,000 \$25,000,000 (100%) per occurrence / per Declaration excess of the Captive Annual Aggregate of \$150,000,00. All Risk including EQ& Flood, including B&M.		
6.0000%	\$ 1,500,000	Aspen Insurance UK Ltd.	PRAGET719
2.0000%	\$ 500,000	Ironshore Specialty Insurance Company	003661401
3.0000%	\$ 500,000	RKH-Underwriters at Lloyds- Lloyd's Syndicate 1200 AMA	PJ1900124
10.0000%	\$ 2,500,000		
	\$ 35,000,000 Excess of \$15,000,000	All Risk Including Flood and Earthquake and B&M	
47.5000%	\$ 16,625,000	RKH-Lloyds Syndicates: ASC 1414, KLN 0510, ATL 1861, QBE 1886, MSP 0318, APL 1969, CHN 2015 and XL Callin Insurance Company UK Ltd	PJ1933021
7.5000%	\$ 2,625,000	Bel-Carlin Underwriters at Lloyd's London Syndicate 2987 (Non-Admitted)	PD-10351-05
55.0000%	\$ 19,250,000		
	\$ 25,000,000 Excess of \$25,000,000	All Risk Including Flood and Earthquake and B&M	
10.0000%	\$ 2,500,000	RKH-Endurance Worldwide Insurance Ltd /Was Sompco International	PJ1900134
10.0000%	\$ 2,500,000		
	\$ 50,000,000 Excess of \$50,000,000	All Risk Including Flood and Earthquake	
15.0000%	\$ 7,500,000	Arch Specialty Insurance Company (excluding B&M)	ESP7303914-02
25.0000%	\$ 12,500,000	Evanston Insurance Company (excluding B&M)	MKLV14XP012536
10.0000%	\$ 5,000,000	Hallmark Specialty Insurance Company (excluding B&M)	73PRX19A1EF
10.0000%	\$ 5,000,000	Allied World National Assurance Company (excluding B&M)	0310-6171-1N
5.0000%	\$ 2,500,000	RKH: Endurance Worldwide Insurance Ltd /Was Sompco International (excluding B&M)	PJ1900134
35.0000%	\$ 17,500,000	RKH - Lloyds Underwriters - Syndicates: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, Neen Worldwide Property Consortium, AUW 0609, TAL 1183 and AUL 1274 (excluding B&M)	PJ1900067
100.0000%	\$ 50,000,000		

	\$	450,000,000	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	
100.0000%	\$	450,000,000		XL Insurance America Inc, (As per Addendum-except \$454,046,151 limit for Sycuan Band of the Kumeyaay Nation)	US00063261PR19A
100.0000%	\$	450,000,000			
	\$	450,000,000	Excess of \$1,050,000,000	All Risk excluding EQ, FL, B&M	
33.33%	\$	150,000,000		RSUJ - Landmark American Insurance Company	LHT424850
22.22%	\$	100,000,000		One Beacon - Homeland Insurance Company of NY	79510190
44.44%	\$	200,000,000		RKH: Chubb Bermuda Ltd	PJ1900139
100.0000%	\$	450,000,000			
	\$	35,000,000	Excess of \$15,000,000	Excess Boiler and Machinery	
7.5000%	\$	2,625,000		Lexington Insurance Company	011660457/07
7.5000%	\$	2,625,000			
	\$	50,000,000	Excess of \$50,000,000	Excess Boiler and Machinery	
100.0000%	\$	50,000,000		Lexington Insurance Company	011660457/07
100.0000%	\$	50,000,000			
	\$	100,000,000	Excess of \$100,000,000	DIC only Layer including EQ and FL	
50.0000%	\$	50,000,000		Landmark American Insurance Company	LHQ424836
22.9600%	\$	22,960,000		SRU - Certain Underwriters at Lloyd's	AQS-190984
5.0400%	\$	5,040,000		SRU - HDI Global Specialty SE	HAQS-190984
12.5000%	\$	12,500,000		SRU - General Security Indemnity	TR00093911900984
5.0000%	\$	5,000,000		SRU - Chum & Foster Specialty	SRC-100855
3.2500%	\$	3,250,000		SRU - Wastern World Insurance	SCO0000697
1.2500%	\$	1,250,000		SRU - Safety Specialty Insurance	AMS-190984
100.0000%	\$	100,000,000			

	\$	450,000,000	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M
100.0000%	\$	450,000,000		XL Insurance America Inc. (As per Addendum -Except \$454,046,151 limit for Sycuan Band of the Kumeyaay Nation)
100.0000%	\$	450,000,000		

Dec Number: 15					
	\$	460,000,000	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Agua Caliente Band of Cahuilla Indians
	\$	40,019,585	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Cache Creek Casino Resort
	\$	205,768,384	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Graton Economic Development Authority
	\$	3,586,247	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Oneida Nation
	\$	450,000,000	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Pechanga Band of Luiseno Indians
	\$	128,817,136	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Tulalip Gaming Organization
	\$	450,000,000	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Saginaw Chippewa Indian Tribe and Cherokee Nation Entertainment,LLC (includes Chickasaw Nation)
	\$	132,782,270	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Viejas Band of Kumeyaay Indians
Dec Number: 16					
	\$	34,084,285	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Mescalero Apache Tribe, et al
	\$	288,033,582	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Morongo Band of Mission Indians
	\$	450,000,000	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Muscookee Creek Casino
	\$	450,000,000	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Poarch Band of Creek Indians
	\$	60,810,381	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Santa Ynez of Cumash Indians, etal, dba: Chumash Casino & Resort Enterprises, dba: Chumash Casino & Resort
	\$	454,046,151	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Sycuan Band of the Kumeyaay Nation
	\$	44,097,433	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Tohono O'odham Gaming Enterprise
Dec Number: 17					
	\$	114,967,905	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Barona Band of Mission Indians
	\$	450,000,000	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Choctaw Nation of Oklahoma
	\$	87,703,713	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Santa Rosa Rancheria dba: Tachi Palace Hotel & Casino
	\$	323,927,163	Excess of \$600,000,000	All Risk excluding EQ, FL, B&M	Ho-Chuck Nation

TRIBAL DECLARATION SCHEDULE ADDENDUM
2019-2020 POLICY TERM

Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
15	Agua Caliente Band of Cahuilla Indians	P.O. Box 3275		Palm Springs	CA	92263	1,000,000,000	Not Covered	Not Covered	Not Covered
15	Buffalo Thunder Development Authority dba Buffalo Thunder, Inc.	20 & 30 Buffalo Thunder Trail		Santa Fe	NM	87506	342,833,839	5,000,000	5,000,000	Not Covered
15	Cabazon Band of Mission Indians	84-345 Indio Springs Parkway		Indio	CA	92203-3469	359,357,586	Not Covered	Not Covered	Not Covered
15	Cache Creek Casino Resort	14455 State Highway 16		Brooks	CA	95606	661,230,800	2,000,000		Not Covered
15	Casino Pima	777 Puma Reservation Road		Paspa Valley	CA	92061	109,041,318	Not Covered	Not Covered	Not Covered
15	Cherokee Nation Entertainment, LLC	777 West Cherokee Street		Cherokee	OK	74915	1,598,000,000	10,000,000	10,000,000	Not Covered
15	Confederated Tribes of Coos, Lower Umpqua, Siuslaw dba Coos Dunes Golf Links, LLC dba Three Rivers Casino & Resort dba Three Rivers Foundation dba Three Rivers Casino - Coos Bay	6647 Highway 126		Florence	OR	97439	110,121,804	5,000,000	5,000,000	Not Covered
15	Coquille Economic Development Corporation dba The Mill Casino/Hotel	3201 Tiemont Avenue		North Bend	OR	97459	152,973,487	5,000,000	5,000,000	Not Covered
15	Ford de Las Management, Inc. DBA Black Bear Casino Resort	1785 Highway 219		Cadott	MI	55718	298,588,517	10,000,000	10,000,000	Not Covered
15	Fort McDowell Casino	P.O. Box 18358		Fountain Hills	AZ	85269	168,561,524	5,000,000	5,000,000	Not Covered
15	Gold Country Casino Resort	4020 Olive Hwy		Oroville	CA	95966	273,291,300	0	0	Not Covered
15	Groton Economic Development Authority DBA: Groton Resort & Casino	830 Park Court		Rehoboth Park	CA	94928	750,000,000	5,000,000	5,000,000	Not Covered
15	Hanshville Indian Community	P.O. Box 351		Harris	MI	48845	271,774,792	Not Covered	Not Covered	Not Covered
15	Isleta Resort & Casino	11000 Broadway SE		Albuquerque	NM	87105	382,847,109	5,000,000	5,000,000	Not Covered
15	Jackson Rancheria Band of Miwok Indians of the Jackson Rancheria, dba Jackson Rancheria Casino	P.O. Box 1090		Jackson	CA	95642	521,866,487	1,000,000	1,000,000	Not Covered
15	Lucky Eagle Casino and Hotel	12888 188th Ave S.W.		Rochester	WA	98378	272,553,742	5,000,000	5,000,000	Not Covered
15	Nisqually Red Wind Casino	12819 Yelm Highway SE		Olympia	WA	98513	291,350,172	5,000,000	5,000,000	Not Covered
15	Onida Nation of WI	P.O. Box 365		Onida	WI	54136	628,834,562	5,000,000	5,000,000	Not Covered
15	Pascoa Yaqui Gaming Enterprises dba Casino Del Sol	5955 W. Valencia Road		Tucson	AZ	85737	343,124,545	5,000,000	5,000,000	Not Covered
15	Pechanga Band of Luiseño Indians	45000 Pechanga Parkway		Yemecula	CA	92592	1,000,000,000	Not Covered	Not Covered	Not Covered
15	Prairie Band Potawatomi Nation dba Prairie Band Casino & Resort	12305 150th Road		Mayetta	KS	66509	326,865,591	1,000,000	1,000,000	Not Covered
15	Prairie Band Potawatomi Entertainment Corporation	PO Box 816		Winnebago	CA	92383	357,386,358	5,000,000	5,000,000	Not Covered
15	Quechan Casinos	1750 E. Seating Eagle Blvd.		Mal, Pleasant	MI	48858	750,000,000	5,000,000	5,000,000	Not Covered
15	Sagehen-Chippewa Indian Tribe	6184 Table Mountain Road		Front	CA	93826	448,147,128	Not Covered	Not Covered	Not Covered
15	Tahle Mountain Casino	10200 Golf Cede Blvd.		Tulalip	WA	98271	737,973,777	5,000,000	5,000,000	Not Covered
15	Tulalip Gaming Organization	5000 Willows Road		Alpine	CA	91601	750,000,000	Not Covered	Not Covered	Not Covered
15	Wiyas Band of Kunaeyay Indians	2100 Redding Rancheria Road		Redding	CA	96001	120,183,411	Not Covered	Not Covered	Not Covered
15	Win River Casino Group	14181 Highway 94		Jannet	CA	91935	326,883,759	Not Covered	5,000,000	Not Covered
15	Yamul Indian Village Development Corporation	11300 Resort Drive		Parker	AZ	85344	616,548,925	10,000,000	10,000,000	Not Covered

Microorganism Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies the Commercial Property Policy identified below and is subject to all definitions in that policy.

Notwithstanding any provision(s) to the contrary within this policy or any endorsement(s) attached thereto, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, mushroom, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

All other terms and conditions remain unchanged.

Endorsement Number: 10

Effective Date: July 01, 2019

Policy Number: US00063261PR19A

Insured: Tribal First Property Insurance Program

Company: XL Insurance America, Inc.

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

POLICY NAME ALLIANT PROPERTY INSURANCE PROGRAM
POLICY NUMBER: See Attached Schedule of Carriers
NAMED INSURED ALLIANT PROPERTY INSURANCE PROGRAM
Declaration 31 - TPIP 4
MAILING ADDRESS OF INSURED: c/o Alliant Insurance Services, Inc.
325 E. Hillcrest Dr. Suite 250
Thousand Oaks, CA 91360

POLICY PERIOD: From: **July 1, 2019**
To: **July 1, 2020**
Both days at 12:01 a.m. Local Standard Time

LIMITS OF LIABILITY:

A. Declaration Limit of Liability:

\$ 1,000,000,000 Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits noted below.

B. Named Insured Limits:

Subject to the Declaration Limit of Liability set forth in paragraph A. above, the per Named Insured, per Occurrence All Perils limit set forth on the Declaration Schedule Addendum opposite each Named Insured is the most the Company will pay for each Named Insured, regardless of the, coverages, extensions of coverage or perils insured. Such per Named Insured, per Occurrence All Perils limit is part of and does not increase the Declaration Limit of Liability.

Sub-Limits of Liability:

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles set forth below or Special Terms & Conditions below, unless indicated otherwise. If the coverage listed below indicates that it "Varies per Named Insured", the applicable sub-limit for each Named Insured is set forth on the Declaration Schedule Addendum opposite each Named Insured's name. Further, if a different limit is set forth in such Declaration Schedule Addendum opposite each Named Insured's name from the limit set forth below, such sub-limit will control with respect to such Named Insured. The Sub-Limits of Liability set forth below or in the Declaration Schedule Addendum are subject to and do not increase the Declaration Limit of Liability set forth above or as set forth in the Declaration Schedule Addendum.

Not to exceed member Sublimit noted on the Declaration Addendum Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring outside the State of California.

Not to exceed member Sublimit noted on the Declaration Addendum Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring in the State of California.

Not to exceed member Sublimit noted on the Declaration Addendum Excess of \$500,000,000 Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insureds that purchase this optional dedicated coverage) excluding Flood Zone A & V Sub-limit (inclusive of all 100 year exposures), not to exceed individual Named Insured's sub-limits and aggregates

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

Not to exceed member Sublimit noted on the Declaration Addendum	Combined Business Interruption and Rental Income. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption and Rental Income combined. Business Interruption coverage for Power Generating Plants is excluded, unless otherwise specified.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring inside the State of California.
\$ 35,000,000	Extra Expense
\$ 40,000,000	Automatic Acquisition for new locations for existing Named Insureds for 120 days, excluding Earthquake Shock in the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. (If values are not reported within the stated reporting provision, a maximum sub-limit of \$25,000,000 for any one occurrence will apply). Additionally a sub-limit of \$2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.
\$ 40,000,000	Miscellaneous Unnamed Locations excluding Earthquake Shock for locations in the states of Alaska and California, and if Flood Coverage is purchased for scheduled locations, Flood is covered subject to Named Insured's Flood Limits, however, Flood Zones A&V are excluded. This coverage extension does not apply to locations situated in Tier I or Tier II Counties.
\$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed \$25,000 per item for existing Named Insureds excluding Earthquake coverage for locations in Alaska and California. If flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
\$5,000,000 or 110% of the scheduled values whichever is greater, for	Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed \$25,000 per item
\$ 35,000,000	Errors & Omissions (errors/omissions in the description, location of property, or valuation of property). This extension does not increase any more specific limit stated elsewhere in this policy.
\$ 25,000,000	Course of Construction and Additions (including new) for projects with project values not exceeding the sub-limit shown. This sub-limit may be increased to \$100,000,000 for non-combustible construction, subject to Underwriting review and approval.

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

\$	250,000	Prize Giveaways
\$	2,500,000	Money and Securities as respects perils of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by vehicles, Water Damage and Theft (other than by an employee(s) of the Insured(s))
\$	2,500,000	Unscheduled Fine Arts
\$	25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination for Owned Land, Land Values and Water owned by the Insured(s)
\$	750,000	Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
\$	150,000,000	Except \$50,000,000 for Named Insureds in Declarations 31 and 37 for Increased Cost of Construction due to the enforcement of building codes/ordinance or law (includes All Risk and Boiler & Machinery). Demolition, Compliance with Law and BI are restricted to \$35,000,000
\$	25,000,000	Transit
\$	2,500,000	Unscheduled Animals; subject to maximum of \$50,000 per Animal, Per Occurrence
\$	2,500,000	Watercraft under 50 feet (watercraft over 50 feet must be scheduled subject to underwriting review and approval)
\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated location(s)
\$	3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
\$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured’s schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$100,000 Per Occurrence – Per Policy Provisions.
\$	500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones
\$	1,000,000	Claims Preparation Expenses
\$	25,000,000	Expediting Expenses
\$	1,000,000	Personal Property Outside the USA
	180 Days	Extended Period of Indemnity

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

\$ 100,000 Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.

\$ 100,000 Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.

BOILER & MACHINERY COVERAGES & LIMITS:

\$ 100,000,000 Boiler Explosion and Machinery Breakdown as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for Power Generating Facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:

\$ 10,000,000 Utility Interruption
 \$ 10,000,000 Ammonia Contamination
 \$ 10,000,000 Water Damage
 \$ 10,000,000 Consequential Damage
 \$ 2,000,000 Media Coverage
 \$ 1,000,000 Hazardous Substance
 \$ 25,000,000 Ordinance or Law - Included in Demo & ICC Limit above

NEWLY ACQUIRED LOCATIONS:

\$ 25,000,000 Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than \$25,000,000 or Power Generating Facilities must be reported within 90 days and must have prior underwriting approval prior to binding

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's/Scheduled Equipment either Replacement Cost or Actual Cash Value as elected by declaring values in the manner losses are to be adjusted. If not declared, valuation will default to Actual Cash Value (ACV)

"ALL RISK" BASIC DEDUCTIBLE:

Varies by Named Insured All Risk Deductible; Per occurrence each and every loss except as specified below:

"ALL RISK" DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:

\$ 10,000 Residential Property(ies) less than \$100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

\$	25,000	Residential Property(ies) greater than \$100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater
	Varies by Named Insured	All Flood Zones excluding Flood Zones A & V
	Varies by Named Insured	Flood Zones A & V (inclusive of all 100 year exposures)
	Varies by Named Insured	Earthquake Shock Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element except 10% with \$100,000 minimum for buildings constructed prior to 1940 where Earthquake Coverage is purchased
\$	1,000	Specially Trained Animals
\$	500,000	<p>Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.</p>
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption
	24 Hour Waiting Period	Service Interruption as respects All Perils and Coverages (other than Boiler and Machinery Breakdown)
	24 Hour	Equivalent Business Interruption Deductible at the time of loss (24 hours to be calculated by dividing the total Business Interruption loss by the number of days business was interrupted) as respects All Perils and Coverages solely for Casino(s) with Total Insurable Values in excess of \$50,000,000
\$	25,000	Boiler & Machinery Deductible, per occurrence each and every loss

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

SPECIAL TERMS & CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

SPECIAL TERMS:	Description: Varies by Named Insured
	Limit: Varies by Named Insured
	Deductible: Varies by Named Insured
TERMS AND CONDITIONS:	25% Minimum Earned Premium and cancellations subject to 10% penalty 90 Days except 10 Days for Non-Payment of Premium
NOTIFICATION OF CLAIMS TO:	Alliant Insurance Services, Inc. Attention: Claims Department 100 Pine Street, 11th Floor San Francisco, CA 94111

Declaration #31 - Tribal Property Insurance Program I (TPIP I)

Participation%	Participation \$	Company	Policy #
	\$ 2,500,000 Primary	(for 55%) Per Occurrence all Named Insureds over all Declarations combined. All Risk Including EQ & FL, Including B&M	
55.0000%	\$ 1,375,000	Lexington Insurance Company	017471589/06
	\$ 25,000,000	(for 35%) Per Occurrence/Per Declaration All Risk Including EQ & FL, Including B&M	
35.0000%	\$ 8,750,000	Lexington Insurance Company	38412453
	\$ 25,000,000	(for 10%) Per Occurrence/Per Declaration, All Risk Including EQ & FL, Including B&M	
10.0000%	\$ 2,500,000	Lexington Insurance Company	38412468
	\$ 12,500,000 Excess of \$2,500,000	To pay the difference between \$15,000,000 (100%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.	
		* All Risk Including EQ, FL and B&M	
2.5000%	\$ 312,500	RKH-Underwriters at Lloyds-Aspen Specialty Insurance Company	PX006CP19
4.0000%	\$ 500,000	RGI- Underwriters and Lloyds syndicates 4444 CNP	PJ1900131
3.0000%	\$ 375,000	One Beacon - Homeland Insurance Company of NY	798000253
7.5000%	\$ 837,500	Halmark Specialty Insurance Co.	73PRX19A1C4
17.0000%	\$ 2,125,000		
	\$ 12,500,000 Excess of \$2,500,000	To pay the difference between \$15,000,000 (100%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.	
		* All Risk Including EQ, FL and B&M	
38.0000%	\$ 4,750,000	RKH- Underwriters and Lloyd's Syndicate: 1414 ASC, 0510 KLN, 1861 ATL, 0318 MSP, 3268 AGR, XL Callin Insurance Company UK Ltd, 1183 TAL	PJ193647
38.0000%	\$ 4,750,000		
	\$ 50,000,000	To pay the difference between \$50,000,000 (for 35%) per occurrence/ per Declaration and \$25,000,000 (for 35%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate of \$195,000,000 (for 35%). All Risk Including EQ & FL Including B&M	
35.0000%	\$ 17,500,000	Lexington Insurance Company	011660450/07
	\$ 25,000,000 \$25,000,000 (100%) per occurrence / per Declaration excess of the Captive Annual Aggregate of \$150,000,00. All Risk Including EQ& Flood, Including B&M.		
6.0000%	\$ 1,500,000	Aspen Insurance UK Ltd	PKAGET710
2.0000%	\$ 500,000	Ironshore Specialty Insurance Company	003661401
2.0000%	\$ 500,000	RKH-Underwriters at Lloyds- Lloyd's Syndicate 1200 AMA	PJ1900124
10.0000%	\$ 2,500,000		
	\$ 35,000,000 Excess of \$15,000,000	All Risk Including Flood and Earthquake and B&M	
47.5000%	\$ 16,625,000	RKH-Lloyds syndicates: ASC 1414, KLN 0510, ATL 1861, CILR 1889, MSP 0318, APC 1889, CNP 4444 and XL	PJ1933021
7.5000%	\$ 2,625,000	Callin Insurance Company UK Ltd	PD-10367-05
35.0000%	\$ 19,250,000	Brit-Certain Underwriters at Lloyd's, London Syndicate 2987 (Non-Admitted)	
	\$ 25,000,000 Excess of \$25,000,000	All Risk Including Flood and Earthquake and B&M	
10.0000%	\$ 2,500,000	RKH-Endurance Worldwide Insurance Ltd /was Sompo International	PJ1900134
10.0000%	\$ 2,500,000		
	\$ 50,000,000 Excess of \$50,000,000	All Risk Including Flood and Earthquake	
15.0000%	\$ 7,500,000	Arch Specialty Insurance Company (excluding B&M)	ESP7301433-05
25.0000%	\$ 12,500,000	Evanston Insurance Company (excluding B&M)	MKL14XP012539
10.0000%	\$ 5,000,000	Halmark Specialty Insurance Company (excluding B&M)	73PRX19A1FA
10.0000%	\$ 5,000,000	Allied World National Assurance Company (excluding B&M)	0310-8171-1N
5.0000%	\$ 2,500,000	RKH- Endurance Worldwide Insurance Ltd./was Sompo International (excluding B&M)	PJ1900134
35.0000%	\$ 17,500,000	RKH - Lloyd's Underwriters - Syndicates: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, Neon Worldwide Property Consortium, AUW 0609, TAL 1183 and AUL 1274 (excluding B&M)	PJ1900067
100.0000%	\$ 50,000,000		
	\$ 300,000,000 Excess of \$100,000,000	All Risk Including Flood and Earthquake and B&M	
100.0000%	\$ 300,000,000	Lexington Insurance Company	011660470/07
100.0000%	\$ 2,500,000		

	\$	100,000,000	Excess of \$400,000,000	All Risk Including Flood and Earthquake and B&M	
100.0000%	\$	100,000,000		RSUI - Landmark American Insurance Company	LHD424641
100.0000%	\$	2,500,000			
	\$	300,000,000	Excess of \$500,000,000	All Risk Including Flood and Earthquake and B&M	
100.0000%	\$	300,000,000		XL Insurance America, Inc.	US00010377FH19A
100.0000%	\$	2,500,000			
	\$	200,000,000	Excess of \$800,000,000	All Risk Including Flood and Earthquake and B&M	
100.0000%	\$	200,000,000		RSUI - Landmark American Insurance Company	LHD424643
100.0000%	\$	200,000,000			
	\$	35,000,000	Excess of \$15,000,000	Excess Boiler and Machinery	
7.5000%	\$	2,625,000		Lexington Insurance Company	011660457/07
7.5000%	\$	2,625,000			
	\$	50,000,000	Excess of \$50,000,000	Excess Boiler and Machinery	
100.0000%	\$	50,000,000		Lexington Insurance Company	011660457/07
100.0000%	\$	50,000,000			
	\$	50,000,000	Excess of \$450,000,000	DIC only Layer Including EQ and FL	
48.7900%	\$	24,395,000		SRU - Certain Underwriters at Lloyd's	AQS-190987
10.7100%	\$	5,355,000		SRU - HDI Global Specialty SE	HAQS-190987
25.0000%	\$	12,500,000		SRU - General Security Indemnity	TR00093911900987
8.5000%	\$	3,250,000		SRU - Crum & Forster Specialty	SRC-100858

TRIBAL DECLARATION SCHEDULE ADDENDUM
2019-2020 POLICY TERM

Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood Allv sub-Limit
31	Ottawa Tribe of Oklahoma DBA AGAWEE Travel Plaza	61051 E 100 Rd		Miami	OK	74354	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pawnee Tribe	7474 Camino De Oeste		Tucson	AZ	85757	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Pasamunodic Indian Township Tribal Government	8 Kanaboch Road		Proccaton	ME	4658	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Peoria Tribe of Oklahoma & Buffalo Run Hotel	118 S 8th Triksa Trail		Miami	OK	74155	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pokagon Band of Potawatomi Indians	56920 Sunk Rd		Douglas	MI	49047	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Ponca Tribe of Nebraska	1800 Syracuse Ave		Hanford	NE	68131	1,000,000,000	25,000,000	5,000,000	5,000,000
31	Ponca Tribe of Oklahoma	20 White Eagle Dr.		Peoria City	OK	74601	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Port Gamble Shikellam Tribe	31912 Little Boston Road, NE		Wingston	WA	98346	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pot Mulsion Enterprises Construction Corp.	15775 George Lane NE, Suite 210		Bothro	WA	98370	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Putawamti Business Development Corp	3215 W State St Suite 300		Milwaukee	WI	53208	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Putnam Island Indian Community	5638 Shepley Lake Road		Wichit	MN	55553	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Rawe French Casino and Resort	7522 Highway 24		Fort Yates	ND	58536	1,000,000,000	18,000,000	10,000,000	Not Covered
31	Raisin Wine Casino/ Ogish Sioux Tribe	HC 45 Box 10		Pine Ridge	SD	57770	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Isleta	TH 40 Bldg 117A, 117B and 117C		Isleta	NM	87022	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Jemez	4471 Highway 4		James Pueblo	NM	87024	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Pueblo of Laguna	22 Capital Rd.		Laguna	NM	87026	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Pueblo of Puerco	2 Paterloglyh Circle		Santa Fe	NM	87508	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Pueblo of Puerco Commercial Development Corporation	30 Buffalo Thunden Trail		Santa Fe	NM	87508	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Puerco Enterprise Corporation	20 & 30 Buffale Trail		Santa Fe	NM	87508	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Teguque Development Corporation, DBA Tesuque Casino	11458A Highway 84285		Santa Fe	NM	87505	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Puchupub Tribal Health Authority	2509 E. 32nd Street		Tacoma	WA	98404	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Fisheries	603 Sutcliffe Drive		Reno	NV	89510	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Paiute Tribe	P.O. Box 256		Reno	NV	89424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Paiute Tribe dba: Pyramid Lake Junior & Senior High School	P.O. Box 267		Reno	NV	89424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Quechan Indian Tribe	PO Box 1898		Yuma	AZ	85366	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Rainona Band of Cahallia	55110 Highway 371 Suite B		Anza	CA	92539	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Red Fox Casino	P.O. Box 3763		Laytonville	CA	92414	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Redding Rancheria Tribe	3009 Redding Rancheria Road		Redding	CA	96001	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Reno Sparks Indian Colony	34 Reservation Rd		Reno	NV	89502	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Reservation Outlet	521 54th Avenue E.		Pfe	WA	98424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Risajighi Rancheria	P.O. Box 929		Marathon	CA	95548	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Rincon Band of Luiseno Indians	One Government Center Lane		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Rincon Economic Development Corp (REDCO)	33240 Valley Center Dr		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Robinson Rancheria of Pomo Indians	1845 East Hwy 20		Hice	CA	95464	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Robinson Rancheria Resort and Casino	1845 East Hwy 20		Hice	CA	95464	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Rosebud Casino & Hotel Fair Plaza	Highway 52 ECHN Stateina		Nixtan	CA	92655	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Round Valley Health Center, Inc	17626 Covels Road		Covels	CA	95428	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Round Valley Indian Tribe	77626 Covels Road		Covels	CA	95428	1,000,000,000	Not Covered	Not Covered	Not Covered
31	SAK Gaming, LLC	48708 US Hwy 83 East		Pobson	MT	59560	1,000,000,000	1,000,000	1,000,000	Not Covered
31	SAK Technologies, Inc	62033 Old Highway 83		St Ignace	MT	59155	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sac & Fox Casino	1322 US Highway 29		Powhattan	KS	68527	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sac & Fox Nation of Missouri in Kansas and Nebraska	305 N. Main		Reserve	KS	68434	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sarsish Indian Nation	P.O. Box 217		Anacostis	WA	98221	1,000,000,000	5,000,000	5,000,000	Not Covered
31	San Felipe Enterprises	25 Hagen Road East		Dan Felipe	NM	87061	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Santa Clara Pueblo	519 Kiva Street		Esquima	NM	87532	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Santee Sioux Tribe of Nebraska	52348 Highway 12		Hickor	NE	68760	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Scamela Valley Tribal TAMI	2727 System Drive, Suite C		Concord	CA	94518	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Seminole Nation Division of Commerce	Hwy 56 & 270		Wameka	OK	74854	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Seminoe Casino, Lodge & Conference Center	65493 East 24th Road		Crow	OK	74344	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Seneca-Cayuga Tobacco Company	11707 W. County Road B.		Hayward	WI	54843	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sevensands Casino, Lodge & Conference Center	P.O. Box 163		Miami	OK	74355-0163	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Shawnee Tribe	100 Navd Place		Willis	GA	95490	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shesvend Valley Rancheria Casino	P.O. Box 1340		Single Springs	CA	95662	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shingle Springs Band of Miwok Indians	3320 Shingle Springs Dr		Placerville	CA	95667	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shingle Springs Band of Miwok Indians Development Corporation, DBA: Express Fund, DBA Shingle Springs Village	PO Box 219		Oyayhaa	HV	93832	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Shoshone Paiute Economic Development Corporation	PO Box 219		Oyayhaa	HV	93832	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Shoshone-Paiute Tribes of the Duck Valley Indian Reservation	P.O. Box 105		Alceson	ND	58525	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sida Ojibwa University	1644 102nd St. SE		Hankinson	ND	58041	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sisseton-Walshpeton Ojibwa of the Lake Traverse	12554 8th HWY 711		Agency Village	SD	57262	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sitting Bull School	#1 School Street		Little Eagle	SD	57629	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Siyeh Corporation dba Glacier Peaks Casino	P.O. Box 1450		Blowing	MT	59417	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Smith River Lucky 7 Casino	350 H. Indian Rd.		Smith River	CA	95567	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Stodolme Tribe	P.O. Box 953		Sinsqualmie	WA	98065	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Stokogon Chippewa Community	2051 Sand Lake Rd		Crawdon	WI	54526	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Southern California Tribal Charmens Association, Inc.	P.O. Box 1470		Benaco	CA	92023	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Southern Ho Indian Tribe Growth Fund	14023 Hwy 112		Benaco	CA	92023	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Southern Nevada Tribes	10 SE Spaxan Lane		Shelton	WA	98584	1,000,000,000	1,000,000	1,000,000	Not Covered
31	St Clair Band of Chippewa Indians of WI	24653 Angeline Ave		Webster	WI	54683	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Standing Rock Sioux Tribe DBA Grand River Casino	409 Pappert Ave		Fort Yates	ND	58536	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Standing Rock Sioux Tribe DBA Grand River Casino	27933 US Highway 12		Mohridge	SD	57621	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Stoddardskiy Mienan Community	10378 Mich HE Con Huck Road		Rowley	WI	54416	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Susacville Indian Rancheria	745 Jeapich Street		Susacville	CA	96130	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Swinomish Indian Tribal Community	11404 Sprague Way		La Center	WA	99257	1,000,000,000	1,000,000	1,000,000	Not Covered
31	The Apache Njugat Corporation	1305 US Hwy 84		Dine	NM	87519	1,000,000,000	5,000,000	5,000,000	Not Covered
31	The Coring House	138 E Crocker Rd.		Socalam	AZ	85147	1,000,000,000	5,000,000	5,000,000	Not Covered
31	The Cheeskie Boys Club, Inc.	PO Box 507		Cheeskie	NC	28719	1,000,000,000	1,000,000	1,000,000	Not Covered

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

POLICY NAME ALLIANT PROPERTY INSURANCE PROGRAM
POLICY NUMBER: See Attached Schedule of Carriers
NAMED INSURED ALLIANT PROPERTY INSURANCE PROGRAM
Declaration 37 - TPIP 5
MAILING ADDRESS OF INSURED: c/o Alliant Insurance Services, Inc.
325 E. Hillcrest Dr. Suite 250
Thousand Oaks, CA 91360

POLICY PERIOD: From: **July 1, 2019**
To: **July 1, 2020**
Both days at 12:01 a.m. Local Standard Time

LIMITS OF LIABILITY:

A. Declaration Limit of Liability:

\$ 1,000,000,000 Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits noted below.

B. Named Insured Limits:

Subject to the Declaration Limit of Liability set forth in paragraph A. above, the per Named Insured, per Occurrence All Perils limit set forth on the Declaration Schedule Addendum opposite each Named Insured is the most the Company will pay for each Named Insured, regardless of the, coverages, extensions of coverage or perils insured. Such per Named Insured, per Occurrence All Perils limit is part of and does not increase the Declaration Limit of Liability.

Sub-Limits of Liability:

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles set forth below or Special Terms & Conditions below, unless indicated otherwise. If the coverage listed below indicates that it "Varies per Named Insured", the applicable sub-limit for each Named Insured is set forth on the Declaration Schedule Addendum opposite each Named Insured's name. Further, if a different limit is set forth in such Declaration Schedule Addendum opposite each Named Insured's name from the limit set forth below, such sub-limit will control with respect to such Named Insured. The Sub-Limits of Liability set forth below or in the Declaration Schedule Addendum are subject to and do not increase the Declaration Limit of Liability set forth above or as set forth in the Declaration Schedule Addendum.

Not to exceed member Sublimit noted on the Declaration Addendum

Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring outside the State of California.

Not to exceed member Sublimit noted on the Declaration Addendum

Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring in the State of California.

Not to exceed member Sublimit noted on the Declaration Addendum

Excess of \$500,000,000 Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insureds that purchase this optional dedicated coverage) excluding Flood Zone A & V Sub-limit (inclusive of all 100 year exposures), not to exceed individual Named Insured's sub-limits and aggregates

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

Not to exceed member Sublimit noted on the Declaration Addendum	Combined Business Interruption and Rental Income. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption and Rental Income combined. Business Interruption coverage for Power Generating Plants is excluded, unless otherwise specified.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring inside the State of California.
\$ 35,000,000	Extra Expense
\$ 40,000,000	Automatic Acquisition for new locations for existing Named Insureds for 120 days, excluding Earthquake Shock in the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. (If values are not reported within the stated reporting provision, a maximum sub-limit of \$25,000,000 for any one occurrence will apply). Additionally a sub-limit of \$2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.
\$ 40,000,000	Miscellaneous Unnamed Locations excluding Earthquake Shock for locations in the states of Alaska and California, and if Flood Coverage is purchased for scheduled locations, Flood is covered subject to Named Insured's Flood Limits, however, Flood Zones A&V are excluded. This coverage extension does not apply to locations situated in Tier I or Tier II Counties.
\$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed \$25,000 per item for existing Named Insureds excluding Earthquake coverage for locations in Alaska and California. If flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
\$5,000,000 or 110% of the scheduled values whichever is greater, for	Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed \$25,000 per item
\$ 35,000,000	Errors & Omissions (errors/omissions in the description, location of property, or valuation of property). This extension does not increase any more specific limit stated elsewhere in this policy.
\$ 25,000,000	Course of Construction and Additions (including new) for projects with project values not exceeding the sub-limit shown. This sub-limit may be increased to \$100,000,000 for non-combustible construction, subject to Underwriting review and approval.

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

\$	250,000	Prize Giveaways
\$	2,500,000	Money and Securities as respects perils of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by vehicles, Water Damage and Theft (other than by an employee(s) of the Insured(s))
\$	2,500,000	Unscheduled Fine Arts
\$	25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination for Owned Land, Land Values and Water owned by the Insured(s)
\$	750,000	Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
\$	150,000,000	Except \$50,000,000 for Named Insureds in Decarlations 31 and 37 for Increased Cost of Construction due to the enforcement of building codes/ordinance or law (includes All Risk and Boiler & Machinery). Demolition, Compliance with Law and BI are restricted to \$35,000,000
\$	25,000,000	Transit
\$	2,500,000	Unscheduled Animals; subject to maximum of \$50,000 per Animal, Per Occurrence
\$	2,500,000	Watercraft under 50 feet (watercraft over 50 feet must be scheduled subject to underwriting review and approval)
\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated location(s)
\$	3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
\$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured’s schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$100,000 Per Occurrence – Per Policy Provisions.
\$	500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones
\$	1,000,000	Claims Preparation Expenses
\$	25,000,000	Expediting Expenses
\$	1,000,000	Personal Property Outside the USA
	180 Days	Extended Period of Indemnity

**ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE**

\$ 100,000 Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.

\$ 100,000 Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.

BOILER & MACHINERY COVERAGES & LIMITS:

\$ 100,000,000 Boiler Explosion and Machinery Breakdown as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for Power Generating Facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:

- \$ 10,000,000 Utility Interruption
- \$ 10,000,000 Ammonia Contamination
- \$ 10,000,000 Water Damage
- \$ 10,000,000 Consequential Damage
- \$ 2,000,000 Media Coverage
- \$ 1,000,000 Hazardous Substance
- \$ 25,000,000 Ordinance or Law - Included in Demo & ICC Limit above

NEWLY ACQUIRED LOCATIONS:

\$ 25,000,000 Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than \$25,000,000 or Power Generating Facilities must be reported within 90 days and must have prior underwriting approval prior to binding

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's/Scheduled Equipment either Replacement Cost or Actual Cash Value as elected by declaring values in the manner losses are to be adjusted. If not declared, valuation will default to Actual Cash Value (ACV)

"ALL RISK" BASIC DEDUCTIBLE:

Varies by Named Insured All Risk Deductible; Per occurrence each and every loss except as specified below:

"ALL RISK" DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:

\$ 10,000 Residential Property(ies) less than \$100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater

Declaration #37 - Tribal Property Insurance Program I (TPIP I)

Participation%	Participation \$	Company	Policy #
	\$ 2,500,000	Primary	(for 55%) Per Occurrence all Named Insureds over all Declarations combined, All Risk including EQ & FL, Including B&M
55.0000%	\$ 1,375,000	Lexington Insurance Company	017471589/06
	\$ 25,000,000		(for 35%) Per Occurrence/Per Declaration All Risk including EQ & FL, Including B&M
35.0000%	\$ 8,750,000	Lexington Insurance Company	38412453
	\$ 25,000,000		(for 10%) Per Occurrence/Per Declaration. All Risk Including EQ & FL, Including B&M
10.0000%	\$ 2,500,000	Lexington Insurance Company	38412468
	\$ 12,500,000	Excess of \$2,500,000	To pay the difference between \$15,000,000 (100%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.
			* All Risk including EQ, FL and B&M
2.5000%	\$ 312,500	RKH-Underwriters at Lloyds-Aspen Specialty Insurance Company	PX006CP19
4.0000%	\$ 500,000	RKH- Underwriters and Lloyds syndicates 4444 CNP	PJ1900131
3.0000%	\$ 375,000	One Beacon - Homeland Insurance Company of NY	798000259
7.5000%	\$ 937,500	Hallmark Specialty Insurance Co.	73PRX19A1D1
17.0000%	\$ 2,125,000		
	\$ 12,500,000	Excess of \$2,500,000	To pay the difference between \$15,000,000 (100%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.
38.0000%	\$ 4,750,000	RKH- Underwriters and Lloyds Syndicates: 1414 ASC, 0510 KLN, 1861 ATL, 0318 MSP, 3268 AGR, XL Calin Insurance Company UK Ltd, 1183 TAL	PJ193647
38.0000%	\$ 4,750,000		
	\$ 50,000,000		To pay the difference between \$50,000,000 (for 35%) per occurrence/ per Declaration and \$25,000,000 (for 35%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate of \$195,000,000 (for 35%). All Risk Including EQ & FL Including B&M
35.0000%	\$ 17,500,000	Lexington Insurance Company	38412461
	\$ 25,000,000	\$25,000,000 (100%) per occurrence / per Declaration excess of the Captive Annual Aggregate of \$150,000,00. All Risk Including EQ& Flood, including B&M.	
6.0000%	\$ 1,500,000	Aspen Insurance UK Ltd.	PRAGET719
2.0000%	\$ 500,000	Ironshore Specialty Insurance Company	003661401
2.0000%	\$ 500,000	RKH-Underwriters at Lloyds- Lloyds Syndicate 1200 AMA	PJ1900124
10.0000%	\$ 2,500,000		
	\$ 35,000,000	Excess of \$15,000,000	All Risk Including Flood and Earthquake and B&M
47.5000%	\$ 16,625,000	RKH-Lloyds Syndicates: : ASC 1414, KLN 0510, ATL 1861, QBE 1886, MSP 0318, APL 1969, CHN 2015 and XL Calin Insurance Company UK Ltd	PJ1933021
7.5000%	\$ 2,625,000	Bnl-Certain Underwriters at Lloyd's, London Syndicate 2987 (Non-Admitted)	PD-1 1091-00
55.0000%	\$ 19,250,000		
	\$ 25,000,000	Excess of \$25,000,000	All Risk Including Flood and Earthquake and B&M
10.0000%	\$ 2,500,000	RKH-Endurance Worldwide Insurance Ltd via Sompo International	PJ1900134
10.0000%	\$ 2,500,000		
	\$ 50,000,000	Excess of \$50,000,000	All Risk Including Flood and Earthquake
15.0000%	\$ 7,500,000	Arch Specialty Insurance Company (excluding B&M)	ESP1000727-00
25.0000%	\$ 12,500,000	Evenston Insurance Company (excluding B&M)	MKLV14XP012540
10.0000%	\$ 5,000,000	Hallmark Specialty Insurance Company (excluding B&M)	73PRX19A1FB

10.0000%	\$	5,000,000	Allied World National Assurance Company (excluding B&M)	0310-8171-1N
5.0000%	\$	2,500,000	RKH: Endurance Worldwide Insurance Ltd./As Sorpo International (excluding B&M)	PJ1900134
35.0000%	\$	17,500,000	RKH - Lloyds Underwriters - Syndicates: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, Neon Worldwide Property Consortium, AUW 0609, TAL 1183 and AUL 1274 (excluding B&M)	PJ1900067
100.0000%	\$	50,000,000		
	\$	300,000,000	Excess of \$100,000,000	All Risk Including Flood and Earthquake and B&M
100.0000%	\$	300,000,000	Lexington Insurance Company	011860470/07
100.0000%	\$	2,500,000		
	\$	100,000,000	Excess of \$400,000,000	All Risk Including Flood and Earthquake and B&M
100.0000%	\$	100,000,000	RSUI - Landmark American Insurance Company	LHD424644
100.0000%	\$	2,500,000		
	\$	300,000,000	Excess of \$500,000,000	All Risk Including Flood and Earthquake and B&M
100.0000%	\$	300,000,000	XL Insurance America, Inc.	US00010377PR19A
100.0000%	\$	2,500,000		
	\$	200,000,000	Excess of \$800,000,000	All Risk Including Flood and Earthquake and B&M
100.0000%	\$	200,000,000	RSUI - Landmark American Insurance Company	LHD424645
100.0000%	\$	200,000,000		
	\$	35,000,000	Excess of \$15,000,000	Excess Boiler and Machinery
7.5000%	\$	2,625,000	Lexington Insurance Company	011660457/07
7.5000%	\$	2,625,000		
	\$	50,000,000	Excess of \$50,000,000	Excess Boiler and Machinery
100.0000%	\$	50,000,000	Lexington Insurance Company	011660457/07
100.0000%	\$	50,000,000		
	\$	50,000,000	Excess of \$450,000,000	DIC only Layer including EQ and FL
45.9200%	\$	22,960,000	SRU - Certain Underwriters at Lloyd's	AQS-190988
10.0800%	\$	5,040,000	SRU - HDI Global Specialty SE	HAQS-190988
25.0000%	\$	12,500,000	SRU - General Security Indemnity	TR00093911900988
10.0000%	\$	5,000,000	SRU - Crum & Forster Specialty	SRC-100859
6.5000%	\$	3,250,000	SRU - Western World Insurance	SCO0000701

TRIBAL DECLARATION SCHEDULE ADDENDUM
2019-2020 POLICY TERM

Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood ARV sub-limit	
37	F Cedars Casino JKT Gaming, Inc. dba JKT Gaming, Inc. dba F Cedars Resort	270 756 Highway 101		Sequim	WA	98282	1,000,000,000	5,000,000	5,000,000	Not Covered	
37	Apishne Shawnee Tribe of Oklahoma	20025 S. Gordon Cooper Road		Shawnee	OK	74801	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Ak-Chin Indian Community	42507 W. Paters & Hall Rd.		Mariopca	AZ	85138	1,000,000,000	1,000,000	2,500,000	Not Covered	
37	Kaweah Band of California Indians	P.O. Box 846		Coechilla	CA	92238	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Bishop Paiute Gaming Corp. dba: Paiute Palace Casino	2742 North Sierra Highway		Bishop	CA	93314	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Bishop Paiute Tribe	50 Tu Su Lana		Bishop	CA	93314	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Black Hawk Casino, DBA: Bac & Fox Casino	43008 Wetzsch Rd		Shawnee	OK	74804	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Buffalo Run Casino	P. O. Box 231		Wilson	OK	74355	1,000,000,100	2,500,000	2,500,000	Not Covered	
37	Char As Heights Casino	PO Box 610		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Char As Heights Indian Community of the Trinidad	PO Box 630		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Char As Heights Indian Community of the Trinidad Rancheria	PO Box 630		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Cherokee Nation	P.O. Box 948		Tahlequah	OK	74465	1,000,000,000	5,000,000	10,000,000	Not Covered	
37	Cochise River Indian Tribes	26500 Mahavee Road		Parker	AZ	85344	1,000,000,000		15,000,000 for locations in the state of Arizona; \$5,000,000 for locations in the state of California	15,000,000 for locations in the state of Arizona; \$5,000,000 for locations in the state of California	Not Covered
37	Coleza Indian Community Council	3730 Highway 45		Cobson	CA	95932	1,300,000,000	Not Covered	Not Covered	Not Covered	
37	ER Valley Rancheria	2332 Howard Hill Road		Cross City	CA	95531	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Haapa Valley Tribe	P.O. Box 218		Heega	CA	99548	1,000,000,000	1,000,000	2,000,000	Not Covered	
37	Hopland Band of Pomo Indians	3000 Ezzert Rd.		Hopland	CA	95949	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Hopland Shoshone Casino	13101 Nokonye Road		Hopland	CA	95949	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Irwa Tribe of Oklahoma	335588 E 750 Road		Perkins	OK	74069	1,000,000,000	24,555,484	24,555,484	Not Covered	
37	Inland Enterprises, Inc.	3591 SE Old Olympic Highway		Shalton	WA	99554	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Leach Lake Band of Ojibwa and Leach Lake Financial	6200 Upper Cass Frontage Rd		Cass Lake	MI	58633	1,000,000,000	10,000,000	10,000,000	Not Covered	
37	Lummi Commercial Company DBA Fishermans Cove and	2751 Haslam Way #1		Brillingsham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Lummi Indian Business Council dba Lummi Tribe	26655 Kimoa Road		Bellingham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Lummi Tribal Sewer & Water District	4126 Lumned View Ct.		Bellingham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	MAC I Health Beard, Inc.	52 S. Main St.		Angels Camp	CA	95211	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Marine View Ventures, Inc.	1408 Alexander Ave East		Pila	WA	98424	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Massogoo (Crows) Nation	13300 Loop 56		Chikmagoe	OK	74447	1,000,000,000	1,000,000	5,000,000	Not Covered	
37	Native Lights Casino, LLC	PO Box 507		Terikava	OK	74603	1,000,000,000	5,000,000	5,000,000	Not Covered	
37	Nov-Kayet Development Corporation	7889 NE Galish Lane		Kingston	WA	98349	1,000,000,000	5,000,000	1,000,000	Not Covered	
37	Osage Nation	627 Grandview Avenue		Pawnee	OK	74656	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Ojibwa Indian Tribe of Oklahoma dba High Winch Casino	61475 E. 103 Road		Nowata	OK	74354	1,000,000,000	1,000,000	Not Covered	Not Covered	
37	Pawnee Tribal Development Corporation	P.O. Box 280		Pawnee	OK	74758	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Red Earth Casino	3080 Norm River Road		Saffin Sea Beach	CA	92274	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	San Carlos Apache Tribe	P.O. BOX 1240		San Carlos	AZ	85550	1,000,000,000	2,500,000	2,500,000	Not Covered	
37	San Pascual Band of Mission Indians	P.O. Box 365		Valley Center	CA	92082	1,000,000,000	Not Covered	1,000,000	Not Covered	
37	Senenole Nation of Oklahoma	P.O. Box 1438		Wewahatche	FL	74894	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Shy Dancer Hotel & Casino	P.O. Box 1448		Beltsart	ND	58316	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Severgn Native Heido LLC	1830 East Beverly		Ada	OK	74810	1,000,000,000	5,000,000	5,000,000	Not Covered	
37	Spirit Lake Casino & Resort	7889 Highway 57 S		Saint Michael	ND	58370	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Spirit Lake Tribe	916 3rd Ave N		Fort Totten	ND	58535	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Sugar Creek Casino	5334 N. Broadway Ave		Hinton	OK	73047	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Suquamish Tribal Council	18490 Suquamish Way		Suquamish	WA	98339	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Table Mountain Rancheria	P.O. Box 410		Imperial	CA	91926	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Tahquamenon Development LLC, Osage LLC	4500 South 120th East Avenue	Salt Lake	Utah	OK	74134	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	The Three Affiliated Tribes	404 Frontage Road		New Taus	ND	58763	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Toiyas Indian Health Project	230 See Van Lane		Bishop	CA	93314	1,000,000,000	Not Covered	Not Covered	Not Covered	
37	Tulalip Tribes of Washington	6438 Marina Drive		Tulalip	WA	98271	1,000,000,000	0	0	Not Covered	
37	Ubu Ubu Gwato Paiute Tribe	25569 Highway 6, PMB 1		Siorland	CA	93512	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Wichita and Affiliated Tribes DBA, Wichita Tribe	P.O. Box 723		Andarko	OK	73005	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Wyandotte Nation	64700 E. Highway 60		Wyandotte	OK	74370	1,000,000,000	1,000,000	1,000,000	Not Covered	
37	Yavapai Apache Nation	2400 W. Datsi St.		Campo Verde	AZ	86322	1,000,000,000	5,000,000	5,000,000	Not Covered	
37	Yurok Economic Development Corporation	144 Klamath Blvd		Klamath	CA	99548	1,000,000,000	Not Covered	5,000,000	Not Covered	
37	Yurok Tribe	P.O. Box 1027		Klamath	CA	99548	1,000,000,000	Not Covered	5,000,000	Not Covered	
37	Yurok Tribe of the Yurok Reservation dba Redwood Hotel Casino	171 Klamath Blvd		Klamath	CA	99548	1,000,000,000	Not Covered	1,000,000	Not Covered	

Microorganism Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies the Commercial Property Policy identified below and is subject to all definitions in that policy.

Notwithstanding any provision(s) to the contrary within this policy or any endorsement(s) attached thereto, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, mushroom, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

All other terms and conditions remain unchanged.

Endorsement Number:	13	Effective Date:	July 1, 2019
Policy Number:	US00010377PR19A		
Insured:	Alliant Property Insurance Program		
Company:	XL Insurance America, Inc.		