

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Teocali Energy, LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

ADDITIONAL NAMED INSUREDS
Spellbound Energy, LLC

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

GENERAL LIABILITY

EN D037 09-20 form attached includes:

Additional Protected Persons or Organizations Required by Written Contract for Insurance – Oil and Gas applies only when required by a written contract or agreement.

CG2459 12-19 form attached includes:

Waiver of Rights of Recovery – Persons or Organizations Required by Written Contract or Agreement – Oil and Gas applies only when required by a written contract or agreement.

WORKERS' COMPENSATION

Blanket waiver of subrogation attached when required by written contract or agreement.

UMBRELLA LIABILITY

Umbrella Policy is on a follow form basis for underlying insurance coverages: General Liability, Automobile Liability, and Employer's Liability. Additional Insured and Waiver of Subrogation will follow form when required by written contract.

****Please Note:** Hard copies of endorsement will not be sent out via mail. All endorsements will only be sent electronically via email. Please send your email address to certrequest@moodyins.com for forms and future mailings**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENERGYPRO®
BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS
REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to SECTION II – WHO IS AN INSURED:

All persons or organizations that you agree in a written contract or agreement to include as additional insureds on this Coverage Part are insureds, but only with respect to:

a. Liability for "bodily injury" or "property damage" that arises out of "your work", to which the written contract or agreement applies, that:

- (1) Is for any of those persons or organizations; and
- (2) Has not yet been completed or abandoned; and

b. Liability for the following "bodily injury", "property damage" or "personal injury" if the written contract or agreement specifically requires you to provide coverage for such "bodily injury", "property damage" or "personal injury" for such person or organization as an additional insured under this Coverage Part:

- (1) "Bodily injury" or "property damage" that arises out of "your work", to which the written contract or agreement applies, that:
 - (a) Is for any of those persons or organizations; and
 - (b) Has been completed or abandoned; if such "bodily injury" or "property damage" occurs before the end of the period of time for which the written contract or agreement specifically requires coverage for the additional insured for "bodily injury" or "property damage" arising out of "your work" that has been completed or abandoned, or before the end of the policy period, whichever is earlier.

(2) "Bodily injury", "property damage" or "personal injury" that arises out of the ownership of, or your maintenance or use of, that part of any premises, site or location, to which the written contract or agreement applies, that:

- (a) Is owned by, or rented or loaned to you by, any of those persons or organizations; and
- (b) Is being used for "your oil or gas operations";

if such "bodily injury" or "property damage" occurs, or such "personal injury" is caused by an offense committed, while such premises, site or location is being used for such operations.

(3) "Bodily injury", "property damage" or "personal injury" that arises out of your maintenance, operation or use of machinery or equipment, to which the written contract or agreement applies, that is rented to you by any of those persons or organizations, if such "bodily injury" or "property damage" occurs, or such "personal injury" is caused by an offense committed, while such machinery or equipment is rented to you.

(4) "Personal injury" that arises out of "your work", to which the written contract or agreement applies, for any of those persons or organizations.

(5) "Bodily injury" or "property damage" that arises out of "your work", to which the written contract or agreement applies, that:

- (a) Any of those persons or organizations are performing for you; and
- (b) Has not yet been completed or abandoned;

COMMERCIAL GENERAL LIABILITY

if such "bodily injury" or "property damage":

- (a) Does not arise out of any "injection well operations" or "disposal well operations"; and
 - (b) Does not arise out of the transportation of any person or property.
- (6) "Bodily injury" or "property damage" that arises out of "your work", to which the written contract or agreement applies, that:
- (a) Any of those persons or organizations performed for you; and
 - (b) Has been completed or abandoned;
- if such "bodily injury" or "property damage":
- (a) Occurs before the end of the period of time for which the written contract or agreement specifically requires coverage for the additional insured for "bodily injury" or "property damage" arising out of "your work" that has been completed or abandoned, or before the end of the policy period, whichever is earlier;
 - (b) Does not arise out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants";
 - (c) Does not arise out of any "injection well operations" or "disposal well operations"; and
 - (d) Does not arise out of the transportation of any person or property.
- (7) "Personal injury" that arises out of "your work", to which the written contract or agreement applies, that any of those persons or organizations are performing or performed for you.

For the purposes of:

- (1) Paragraphs (5) and (7) above, Paragraph a.(1) of the definition of "your work" is deemed to include work or operations that any of those persons or organizations are performing for you; and
- (2) Paragraphs (6) and (7) above, Paragraph a.(1) of the definition of "your work" is deemed to include work or operations

that any of those persons or organizations performed for you.

For the purposes of Paragraphs a. and b.(1), (5) and (6) above, "your work" will be deemed completed at the earliest of the times described in Paragraph a.(1)(b) of the definition of "products-completed operations hazard".

The insurance provided to any such person or organization is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to such person or organization will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for such person or organization as an additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense that is committed, before the signing of the written contract or agreement by you or after such contract or agreement is no longer in effect;
 - (2) Any "bodily injury", "property damage" or "personal injury" to which the requirement in the written contract or agreement to include such person or organization as an additional insured under this Coverage Part does not apply because of any limitation on, or exception to, that requirement; or
 - (3) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to

COMMERCIAL GENERAL LIABILITY

prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.
- c. Such person or organization must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Paragraph (1) does not apply to a "sudden and accidental pollution incident". The requirements for when a "sudden and accidental pollution incident" must be reported, and what should be included in such reporting, are described in the definition of "sudden and accidental pollution incident".

- (2) If a claim is made or "suit" is brought against such person or organization:
- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

If the claim or "suit" seeks damages because of "bodily injury" or "property damage" arising out of a "sudden and accidental pollution incident", this Paragraph (2) does not change the requirements for when a "sudden and accidental pollution incident" must be reported, which are described in the definition of "sudden and accidental pollution incident".

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or

defense against the "suit", and otherwise comply with all policy conditions.

- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such person or organization for a loss we cover. However, this condition does not affect whether the insurance provided to such person or organization is primary to other insurance available to such person or organization which covers such person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

2. The following is added to Paragraph 4.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

For any person or organization that qualifies as an insured under the EnergyPro® Blanket Additional Insured – Persons Or Organizations Required By Written Contract endorsement, this insurance is also excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such person or organization, except when Paragraph d. below applies.

3. The following is added to Paragraph 4.d. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Also, if you specifically agree in a written contract or agreement that the insurance afforded to an insured under the EnergyPro® Blanket Additional Insured – Persons Or Organizations Required By Written Contract endorsement must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

This insurance is excess over certain valid and collectible other insurance, whether primary, excess, contingent or on any other basis, as described in Paragraph b.(1)(a) above. Such other insurance over which this insurance is

COMMERCIAL GENERAL LIABILITY

excess includes Control Of Well insurance if the loss is "bodily injury" or "property damage" arising out of the actual or alleged discharge, dispersal, seepage, migration, release or escape of "pollutants" to the extent not subject to Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

4. The following replaces Paragraph f. of the definition of "sudden and accidental pollution incident" in **SECTION V – DEFINITIONS**, but only with respect to the insurance provided to any person or organization that qualifies as an insured under the EnergyPro® Blanket Additional Insured – Persons Or Organizations Required By Written Contract endorsement and only if no other

endorsement to this policy replaces Exclusion f. of Section I – Coverage A – Bodily Injury Or Property Damage Liability to not include the exception to that exclusion for "sudden and accidental pollution incidents":

- f. Does not arise out of any intentional violation of governmental law, regulation or rule by:
 - (a) You or anyone acting on your behalf; or
 - (b) Any person or organization that qualifies as an insured under the EnergyPro® Blanket Additional Insured – Persons Or Organizations Required By Written Contract endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to **Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has

waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4211932

Teocali Energy LLC
511 16th Street
Suite 600
Denver, CO 80202

Moody Insurance Agency Inc
8055 E. Tufts Ave
Ste 1000
Denver, CO 80237
(303) 824-6600

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: September 1, 2023 Expires on: September 1, 2024
Pinnacol Assurance has issued this endorsement September 1, 2023

Certificate Of Completion

Envelope Id: DADF1CD5EF5C4505BDEC43DB5AA0A773	Status: Completed
Subject: Complete with DocuSign: ACORD Form 20240530-161229.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Bethany Haight
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	8055 E Tufts Ave Ste 1000
	Denver, CO 80237
	bethany.haight@moodyins.com
	IP Address: 52.36.21.10


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 Moody Insurance Agency
 Security Level: Email, Account Authentication (None)

Signature

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2024 1:32:16 PM
Certified Delivered	Security Checked	6/4/2024 1:32:48 PM
Signing Complete	Security Checked	6/4/2024 1:32:54 PM
Completed	Security Checked	6/4/2024 1:32:54 PM
Payment Events	Status	Timestamps