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DATE: 03/17/2021

TO: Mike Bianchi
COMPANY: AON Risk Services Central Inc.
EMAIL: mike.bianchi@aon.com

FROM: Kathleen Littleton
EMAIL: kathleen.littleton@chubb.com

Builders Risk Coverage Quotation

Quote No. 06F3XC 001QU

For: Fermi Research Alliance LLC – Pine St Kirk Rd Ste 213, Batavia, IL 60510

Thank you for submitting the captioned account. Please read this quotation carefully, as the limits, coverage, exclusions, and any other terms and conditions may vary from those you requested in your submission and/or from the expiring policy.

This quotation is valid for 30 days from the date sent or until the effective date shown below, whichever comes first. Please contact me with any questions that you may have.

Effective Date: 04/01/2021
Expiration Date: 10/01/2025
Policy Term: 1,644 Days
Company: ACE American Insurance Company - Admitted
Coverage: Quota share coverage up to the percentage of our participation in the terms and conditions in the followed policy, unless specifically excluded in our policy or by endorsement to our policy.
Covered Perils: Direct physical LOSS subject to the terms, conditions and exclusions in the policy forms and as specified below.
Followed Policy Insurer: Liberty Mutual Insurance Europe Limited
Followed Policy Coverage Form: Per Builders Risk Insurance Coverage Form UK Lead Final Slip received 03/16/2021
Followed Policy Number: TBD

Covered Perils: As per followed policy
Valuation: As per followed policy
Coinsurance: As per followed policy
Job Site Location: Lead, South Dakota – site of the Homestake Gold Mine
Construction: Civil
Project Description: Permanent and temporary works to include installation of machinery and equipment executed in the course of construction, transportation and storage in accordance with the overall execution of the Long Baseline Neutrino Facilities (LBNF) Far Site Conventional Facilities (FSCF) Project.

Total Insured Values:**Phase 1 (TMI Excavation)**

Estimated Total Contract Value	USD 219,167,911
Split as follows:	
TMI Excavation Costs	USD 199,816,782
Rock Conveyor Equipment	USD 3,351,129
SDTA Owned Hoist & Ross Shaft	USD 16,000,000

Phase 2 (Building & Site Infrastructure (BSI))

Estimated Total Contract Value	USD 427,932,713
Split as follows:	
KAJV CM/GC Costs	USD 208,764,802
Rock Conveyor Equipment	USD 3,351,129
SDTA Owned Hoist & Ross Shaft	USD 16,000,000
Completed TMI Excavation Costs*	USD 199,816,782

*It is hereby noted and agreed that the completed TMI Excavation works (USD 199,816,782) remain covered from the completion of Phase 1 (Estimated April 1st, 2024) until the completion of Phase 2 (Estimated October 1st, 2025) subject to the inner Tunnel Works limit of USD 50,000,000.

Occurrence Limit of Insurance:	\$85,586,543 in any one occurrence being 20.00 percent of \$427,932,713.
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Sub-limits of Insurance:

We will pay no more than **20.00** percent of the Sub-limits and Aggregate Sub-limits of Insurance and percentage shown below.

Our percentage of the Aggregate Sub-limits of Insurance shown below, if any, are the most we will pay for loss in any one occurrence and during a policy year for all coverages in or endorsed on the policy, including Soft Costs, Business Income and Loss of Rents.

Our Sub-limits and Aggregate Sub-limits of Insurance are part of and not in addition to our Occurrence Limit of Insurance shown above.

Sub-limits of Insurance: As per followed policy

Aggregate Sub-limits of Insurance: As per followed policy

Deductibles:

The deductible applicable to the perils below in any one occurrence is 20.00 percent of the following deductible amount:

AOP:	\$250,000
Earthquake:	\$250,000
Flood:	\$250,000
Soft Costs:	No Coverage Provided
Loss of Rents:	No Coverage Provided
Named Windstorm:	\$250,000
Water Damage:	\$250,000
Tunneling Works/Defects:	\$750,000

Annual Rate:	See Terms
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Policy Extensions: If construction is not complete by the expiration date listed above and an extension is requested and approved, we may change terms, conditions and rates.

Chubb Term Premium excluding TRIPRA:	See Terms
Chubb Term TRIPRA Premium:	Rejected
Chubb Total Term Premium:	See Terms
Chubb Minimum Earned Premium:	See Terms

Any applicable taxes, surcharges or fees, etc. are in addition to the above stated premium. The actual taxes, surcharges or fees, etc. will be those in effect on the date coverage is bound. The insured is responsible for paying these taxes, surcharges or fees in addition to the above stated premium.

Commission:**Subject to receipt & satisfactory review of:**

- Subject to review of the Finalized Lead UK Policy with the changes listed under Terms & Conditions

**Terms &
Conditions:**

1. ACE0972 (04/20) Exclusion of Loss Due to Virus, Bacteria or Microorganism that Induce Physical Distress, Illness or Disease
2. ACE0210 (01/08) Nuclear, Biological, Chemical, Radiological Exclusion Endt.
3. TRIA24a (08/20) Policyholder Disclosure Notice of Terrorism Insurance Coverage
4. ALL 10750 (01/15) Terrorism Exclusion Endorsement
5. IL P 001 (01/04) U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC" Advisory Notice to Policyholders
6. ALL-20887 (10/06) CHUBB Producer Compensation Practices & Policies
7. Term Premium as follows:
 - Phase 1
 - Chubb Share of Term Premium = 20%
 - Phase 1 payable at inception of Policy
 - Phase 2
 - Chubb Share of Term Premium = 20%
 - Phase 2 payable at the start of Phase 2
8. Agreed changes to the UK Lead Policy:
 - Clarify intent for Escalation clause. Currently shows 115%. Should be changed to "15%" or "115% of original"
 - Add a Policy Level Occurrence Limit
 - Phase 1 = \$219,167,911
 - Phase 2 = \$427,932,713
 - Add wording for the following exclusions with wording similar to attached:
 - Asbestos Hazard
 - Pollution/Contamination
 - Dishonest or Criminal Acts
 - Normal settling, cracking , etc, Extreme or change in temperature, & Dryness or dampness of atmosphere (*ensuing language similar to our Construction Risk Form*)
9. Add wording for the following clauses with wording similar to attached:
 - Assignment
 - Abandonment
 - No Benefit to Bailee
 - Certificate of Insurance
 - Coverage Territory
10. Add language excluding extraction of contaminants and pollutants from Debris Removal language
11. Change time that a claim would be considered abandoned after rejection is made from 3 years to 2 years
12. Add Chubb's definition of occurrence when we issue our Policy
13. Add the following wording at the end of the Choice of Law and Jurisdiction Clause: This clause shall not prohibit either party from removing such action from state court to a federal court having jurisdiction in South Dakota.
14. Under the Damage/Damaged definition, add "direct" in from the physical loss.
15. Under Basis of Loss Settlement, 1.iii. define actual cash value – the cost to repair or replace less depreciation.

Mandatory Exclusions and Amendments:

All policy form exclusions including but not limited to Pollution & Contamination, Asbestos, Electronic Data/Cyber Risk, Mold/Fungus, and Nuclear, Biological, Chemical, Radiological Exclusions

Mortgagee or Loss Payee Name & Address:

Not Applicable

Remarks:

The terms, conditions, limits and exclusions of this quotation supersede the submitted information and specifications submitted to us for consideration, and all prior quotations.

Actual coverage will be determined by and in accordance with the policy as issued by the insurer.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is in the actual policy.

This quotation has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this quotation.

TRIPRA:

Attached please find a Disclosure Notice required by the Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA").

Certificates of Insurance:

Please be advised that we do not review Certificates of Insurance or Evidences of Commercial Property Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates or evidences to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25-S for Casualty and ACORD 24 for Property and Inland Marine) and unmodified Evidence of Commercial Property Insurance (ACORD 27 and 28) only**. It is your responsibility to see that any Certificate or Evidence provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificates or Evidences is issued. **Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificates of Insurance ACORD or other is prohibited.** Certificates of Insurance or Evidence of Commercial Property Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate, Evidence, or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance or Evidences of Commercial Property Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds, loss payees and mortgagees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$**Declined**.

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Asbestos Hazard

Asbestos Hazard:

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

Pollution/Contamination

LOSS caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS OR POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this Policy.

Nevertheless, if fire is not excluded from this Policy and a fire arises directly or indirectly from the release, discharge, escape or dispersal of CONTAMINANTS OR POLLUTANTS, any covered LOSS which arises directly from that fire shall (subject to the terms, conditions and limitations of this Policy) be insured.

This Excluded Cause of LOSS shall not apply when LOSS is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, vandalism, malicious mischief, smoke, vehicle impact, windstorm or hail. This Excluded Cause of LOSS shall also not apply when LOSS is directly caused by leakage or accidental discharge from automatic fire protective systems.

Dishonest or Criminal Acts

4. Dishonest or criminal act committed by:

- A. the NAMED INSURED or of any of the NAMED INSURED's partners, employees, directors, trustees, or authorized representatives;
- B. a manager or a member, or their partners, employees, directors or authorized representatives, if the NAMED INSURED is a limited liability company;
- C. anyone else with an interest in the insured property, or their employees or representatives; or
- D. anyone else to whom the insured property is entrusted for any purpose.

This Excluded Cause of LOSS applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This Excluded Cause of LOSS does not apply to insured property that is entrusted to others who are carriers for hire or to acts of destruction by employees of the NAMED INSURED. But theft by employees of the NAMED INSURED is excluded.

Normal settling, cracking, etc., Extreme or change in temperature; Dryness or dampness of atmosphere

This Policy does not insure LOSS caused by any of the following, unless direct physical LOSS by an insured peril ensues and then this Policy insures only such ensuing direct physical LOSS:

- 1. Corrosion, decay, deterioration, erosion, evaporation, inherent vice, latent defect, leakage, loss of weight, rust, shrinkage, wear and tear or any quality in property which causes it to damage or destroy itself.
- 2. Normal settling, shrinking, cracking, expansion or contraction.
- 3. Dryness or dampness of atmosphere.
- 4. Extremes or changes in temperature.

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Assignment

Assignment

The NAMED INSURED agrees not to assign and/or transfer any legal rights or interests in the Policy without the Company's written consent.

Abandonment

Abandonment

There will be no abandonment of any insured property to the Company.

No Benefit to Bailee

Benefit to Bailee

The Policy will not inure, directly or indirectly, to the benefit or any carrier or bailee.

Certificates of Insurance

Certificates of Insurance

Any Certificate of Insurance issued in connection with this Policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said Certificate of Insurance. This Policy may only be modified by endorsement issued by the Company.

Coverage Territory

Coverage Territory

This Policy covers insured property within the United States of America, including the District of Columbia and property in inland transit from Canada; except that this Policy will not cover Property in Transit by water or air to and from Alaska or to and from Hawaii.

Language excluding extraction of contaminants and pollutants from Debris Removal language

Debris Removal

The Company will pay the expense incurred in the removal of debris of the damaged insured property under this Policy, as a result of direct physical LOSS to insured property by an insured peril.

The Company will not pay the expense to:

- A. Extract CONTAMINANTS OR POLLUTANTS from the debris; or
- B. Extract CONTAMINANTS OR POLLUTANTS from land or water; or
- C. Remove, restore or replace contaminated or polluted land or water; or
- D. Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by CONTAMINANTS OR POLLUTANTS whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this Extension of Coverage that the Company shall have paid or agreed to pay for direct physical LOSS to the insured property hereunder, and that the NAMED INSURED shall give written notice to the Company of intent to claim for cost of removal of debris not later than twelve months after the date of such direct physical LOSS.

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Chubb's Definition of Occurrence

OCCURRENCE

All LOSS attributable directly or indirectly to one originating cause, event, incident or repeated exposure to the same originating cause, event or incident, or to one series of similar originating causes, events, incidents or repeated exposures to the same originating cause, event or incident first occurring in the Policy period. All such LOSS will be treated as one OCCURRENCE, unless a specific period of time is included in this Policy. The most the Company will pay for LOSS in any one OCCURRENCE is the applicable Limit of Insurance shown on the Declarations.

As respects the perils of strike, riot, civil commotion, vandalism and malicious mischief, OCCURRENCE shall mean all LOSS arising during a continuous period of seventy-two (72) hours during the term of this Policy. The NAMED INSURED may elect the moment when the seventy-two (72) hour period begins, but no two such periods shall overlap. Such strike, riot, civil commotion, vandalism or malicious mischief shall be deemed to be a single OCCURRENCE within the meaning of this Policy.

As respects the peril of EARTH MOVEMENT, OCCURRENCE shall mean all LOSS arising during a continuous period of seventy-two (72) hours during the term of this Policy. The NAMED INSURED may elect the moment when the seventy-two (72) hour period begins, but no two such periods shall overlap. Such EARTH MOVEMENT shall be deemed to be a single OCCURRENCE within the meaning of this Policy.

As respects the peril of NAMED WINDSTORM, OCCURRENCE shall mean all LOSS arising during a continuous period of seventy-two (72) hours during the term of this Policy. The NAMED INSURED may elect the moment when the seventy-two (72) hour period begins, but no two periods shall overlap. Such NAMED WINDSTORM shall be deemed to be a single OCCURRENCE within the meaning of this Policy.

As respects the peril of FLOOD, OCCURRENCE shall mean all LOSS arising during a continuous period of seventy-two (72) hours during the term of this Policy. The NAMED INSURED may elect the moment when the seventy-two (72) hour period begins, but no two such periods shall overlap. Such FLOOD shall be deemed to be a single OCCURRENCE within the meaning of this Policy.

The Company shall not be liable for any such LOSS first occurring before the effective date and time or first occurring after the expiration date and time of this Policy.