CROSSFIT RISK RETENTION GROUP, INC.

CONFIDENTIAL OFFERING CIRCULAR

FOR CLASSES OF COMMON STOCK

DECEMBER 14, 2009
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CROSSFIT RISK RETENTION GROUP, INC.

CONFIDENTIAL OFFERING CIRCULAR

FOR CLASS B AND CLASS C SHARES OF COMMON STOCK

DECEMBER 14, 2009

I. INTRODUCTION

This Confidential Offering Circular (“Circular”) is provided in connection with the solicitation of Common shares ownership of CrossFit Risk Retention Group, Inc. (the “Company”). The Company is a duly qualified captive risk retention group formed and existing under the applicable provisions of Title 33, Chapters 11 and 28 of the Montana Code Annotated, as amended (the “Montana Law”) and the federal Liability LRRA of 1986, as amended (15 U.S.C. §§3901 et seq.) (“LRRA”).

THIS OFFERING CIRCULAR SHOULD BE READ IN ITS ENTIRETY BY EACH PROSPECTIVE COMMON SHAREHOLDER AND INSURED OF THE COMPANY.

NO PORTION OF THIS OFFERING CIRCULAR MAY BE REPRODUCED, DISTRIBUTED, DIVULGED OR USED FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION OR TO FURNISH ANY INFORMATION WITH RESPECT TO OWNERSHIP IN THE COMPANY OTHER THAN AS CONTAINED HEREIN. ANY PREDICTION OR REPRESENTATION, WHETHER WRITTEN OR ORAL, WHICH DOES NOT CONFORM TO THOSE CONTAINED IN THIS OFFERING CIRCULAR SHOULD BE DISREGARDED.

THERE IS NOT NOW, NOR WILL THERE BE IN THE FUTURE, A PUBLIC MARKET FOR AN OWNERSHIP INTEREST IN THE COMPANY. OWNERSHIP INTERESTS IN THE COMPANY HAVE NOT BEEN NOR WILL THEY BE REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE SUCH INTERESTS BEEN OR WILL THEY BE REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. OWNERSHIP IN THE COMPANY WILL BE OFFERED AND CONFERRED IN RELIANCE ON THE PROVISIONS OF THE LRRA EXEMPTING OWNERSHIP IN A RISK RETENTION GROUP FROM REGISTRATION UNDER FEDERAL SECURITIES LAWS AND STATE BLUE SKY LAWS. OWNERSHIP IN THE COMPANY IS OFFERED AND CONFERRED TO PERMIT THE COMPANY’S SHAREHOLDERS TO PURCHASE LIABILITY INSURANCE FROM THE COMPANY ONLY AND NOT AS ANY KIND OF INVESTMENT.
THE OFFERING OF AN OWNERSHIP INTEREST IN THE COMPANY HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS ANY SUCH AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF SUCH OWNERSHIP OR THE ACCURACY OR ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION CONTRARY TO THE FOREGOING IS UNLAWFUL AND STRICTLY PROHIBITED.

OWNERSHIP IN THE COMPANY HAS NOT BEEN QUALIFIED WITH THE DEPARTMENT OF CORPORATIONS OR SIMILAR GOVERNMENTAL AUTHORITY OF ANY STATE, NOR HAS ANY SUCH AUTHORITY PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND STRICTLY PROHIBITED.

THE INSURANCE COMMISSIONER OF THE STATE OF MONTANA (THE “COMMISSIONER”) HAS NEITHER RECOMMENDED NOR ENDORSED OWNERSHIP IN THE COMPANY, NOR HAS THE COMMISSIONER PASSED UPON THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND STRICTLY PROHIBITED.

NEITHER OWNERSHIP IN THE COMPANY, NOR THE OFFERING OF SUCH INTERESTS, HAS BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, NOR IS THE COMPANY AN “INVESTMENT COMPANY” WITHIN THE MEANING OF THAT ACT.

OWNERSHIP IN THE COMPANY IS SPECULATIVE, INVOLVING A NUMBER OF RISKS, AND THERE IS NO ASSURANCE THAT THE COMPANY’S BUSINESS OBJECTIVES WILL BE ACHIEVED. SHARES OF STOCK ARE NOT TRANSFERABLE AND ARE SUBJECT TO RESTRICTIONS WHICH MAKE THESE SHARES NOT MARKETABLE. THIS OFFERING CIRCULAR CONSTITUTES AN OFFER OF OWNERSHIP ONLY IN THE CLASS B AND CLASS C COMMON STOCK OF THE COMPANY AND ONLY TO THE OFFEREES WHOSE NAME APPEARS BELOW.

THIS OFFERING CIRCULAR IS ISSUED IN CONNECTION WITH THE PRIVATE OFFERING OF OWNERSHIP IN THE COMPANY. THIS OFFER IS NOT AND MAY NOT BE CONSTRUED AS A PUBLIC OFFER TO SELL OR A PUBLIC SOLICITATION OF AN OFFER TO BUY. BY ACCEPTING THE TERMS OF THIS OFFERING CIRCULAR, EACH RECIPIENT OF THIS DOCUMENT AGREES NOT TO DIVULGE OR REVEAL ITS CONTENTS TO ANY OTHER PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY AND AGREES TO RETURN TO THE COMPANY THIS OFFERING CIRCULAR AND ANY OTHER DOCUMENTS OR INFORMATION RECEIVED BY THE OFFEREES.
No person should become a Common shareholder and contribute capital or surplus to the Company without having first studied this entire Offering Circular carefully.

Prospective Common shareholders are not to construe the contents of this Offering Circular as legal, business or tax advice. Each prospective Common shareholder interested in ownership should consult its own counsel and accountant as to legal, tax and related matters concerning such ownership.

No offering literature or advertising in whatever form other than this Offering Circular and related exhibits shall be employed in the offering of Common stock ownership in the Company.

II. BACKGROUND

A. Risk Retention Groups

Pursuant to the LRRA, a risk retention group is a state-chartered and licensed commercial liability insurance company organized for the primary purpose of assuming and spreading all, or any portion of, the liability exposure of its group members who are both its owners and insureds. All members must be engaged in businesses or activities similar or related with respect to the liability to which such members are exposed by virtue of any related, similar, or common business, trade, product, services, premises or operations.

There are significant differences between a risk retention group and a traditional insurance company. For instance, a risk retention group is an insurance company that primarily insures and is controlled by its owners, who may or may not be in the insurance business. As it
is controlled by its owners/policyholders, a risk retention group is considered a captive insurance company.

Also, unlike a traditional insurance company, a risk retention group only needs to be chartered and licensed by one state. Once licensed, a risk retention group may operate in all states in which it has properly registered without the necessity of being licensed or “admitted” in such states. The risk retention group is regulated almost exclusively by the Commissioner of Insurance in its state of domicile, although non-domiciliary commissioners maintain certain limited authority over a risk retention group doing business in their jurisdictions.

Under the LRRA, and except for the domiciliary state, risk retention groups are exempt from all state laws, rules, regulations or orders that would make unlawful, or would regulate, directly or indirectly, the operation of a risk retention group, except as provided by the LRRA. Also under the LRRA, no state may require or permit a risk retention group to participate in any insurance insolvency guaranty association or require any insurance policy issued to a member to be countersigned by an insurance agent or broker residing in that state. Since the Company is not permitted to participate in any insolvency guaranty association, its policyholders would be unable to look to any such association should the Company become insolvent. This differs from a traditional or “admitted” insurance company, which is required to pay a premium to the state guaranty fund in return for which policyholders have access to limited coverage through that fund if their insurer becomes insolvent.

B. The Company

The Company is presently authorized to provide professional liability and limited commercial general liability insurance for CrossFit, Inc. (“CrossFit”), CrossFit Affiliates, and Certified CrossFit Trainers (collectively Cross Fit Affiliates and Certified CrossFit Trainers may be referred to as “Affiliates”).

In accordance with the LRRA and Montana Code Annotated §33-11-102(e)(i), the Company must have as its members only shareholders in the Company and must have as its shareholders only those who are provided insurance by the Company. Ownership in the Company is not offered as an investment opportunity, but solely as a prerequisite to the purchasing of insurance from the Company.

The Company’s principal objectives are to: (i) provide professional liability insurance at fair rates; (ii) achieve long-term financial stability; and (iii) achieve long-term expansion of its operations by future growth in the number of shareholders and premium, thus enabling the Company to increase its financial reserves. All of these objectives, if attained, will be of benefit to the shareholders only in their capacity as policyholders of the Company rather than as shareholders. Since this is a new company, it has no past experience or track record of success of its own and it is, therefore, speculative as to whether or not these objectives can or will ever be met in the future.

C. Terms of this Initial Offering
This offering of Common share ownership is open only to CrossFit, CrossFit Affiliates and Certified CrossFit Trainers who are exposed to professional liability risks arising out of CrossFit training and exercise programs conducted by licensed CrossFit Affiliates or Certified CrossFit Trainers. Each prospective Common shareholder and insured of the Company must submit to the same standards of excellence, integrity, underwriting guidelines, and policies and procedures that will be determined by the Company and CrossFit.

In order to be eligible to become a Common shareholder of the Company, CrossFit and any of its Affiliates must: (i) be exposed to liability similar to those of CrossFit or other Affiliates who are Common shareholders of the Company by virtue of their related, similar or common business, trade, product, services, premises or operations, (ii) be qualified under the underwriting criteria of the Company for the issuance of a policy of insurance by the Company, (iii) be approved by the Company’s Board of Directors (the “Board”), (iv) purchase an insurance policy issued by the Company concurrently with ownership in the Company, (v) execute and abide by the terms of that certain Membership Agreement in the sample form attached hereto as Exhibit “D”, and (vi) abide by such other conditions as may be prescribed by the Board. If the Company determines that a prospective policyholder/shareholder fails to meet the Company’s underwriting criteria, the prospective policyholder/shareholder will not be admitted either as a policyholder or a shareholder of the Company. In addition, the Company may deny a prospective policyholder/shareholder’s application for membership or ownership based upon the failure to satisfy any of the other conditions described herein or to meet the standards set forth in the Membership Agreement, or for any other reason. It is also possible that the Company may impose additional conditions to accepting any prospective policyholder/shareholder.

Pursuant to the Company’s current Articles of Incorporation, each CrossFit Affiliate is entitled to purchase and own shares of Class B Common stock in the Company; each Certified CrossFit Trainer is entitled to purchase and own one (1) share of Class C Common Stock.

Two hundred (200) shares of Class A Common stock in the Company will initially be issued to and held by CrossFit, Inc. in exchange for its capital contribution of Forty Thousand Dollars ($40,000.00).

Class B Common Stock will initially be offered to each CrossFit Affiliate at an initial capital contribution of One Thousand Dollars ($1,000.00), in exchange for which each participating CrossFit Affiliate shall receive five (5) shares of Class B Common Stock. Each CrossFit Affiliate may purchase no more than five (5) shares of Class B Common Stock.

Class C Common Stock will initially be offered to each Certified CrossFit Trainer at an initial capital contribution of Two Hundred Dollars ($200.00), in exchange for which each participating Certified CrossFit Trainer shall receive one (1) share of Class C Common Stock. Each Certified CrossFit Trainer may purchase no more than one (1) share of Class C Common Stock.

The initial offering of Class B and Class C Common Stock shall expire on December 14, 2009, after which time CrossFit Affiliates and Certified CrossFit Trainers as of the date of expiration of this initial offer may acquire Class B and Class C shares in the Company,
respectively, at the fair market value of the shares as determined by the Board of Directors of the Company at the time such shares may be offered and only on such additional terms and conditions as the Board of Directors may at that time deem appropriate.

Any entity or person who was not a CrossFit Affiliate or Certified CrossFit Trainer as of the date of expiration of this initial offer may acquire Class B and Class C shares in the Company, respectively, at the fair market value of the shares as determined by the Board of Directors of the Company at the time such shares may be offered and only on such additional terms and conditions as the Board of Directors may at that time deem appropriate.

Each class of Common stock has different rights with respect to the election of members of the Board of Directors of the Company:

The Class A Common shareholder is entitled to elect up to six (6) members to the Board of Directors of the Company, one of whom must be a Montana resident.

The Class B Common shareholders collectively are entitled to elect up to four (4) members to the Board of Directors of the Company.

The Class C Common shareholders collectively are entitled to elect one (1) member to the Board of Directors of the Company.

The initial Board of Directors shall consist of seven (7) members, each of whom shall serve as a member of the Board of Directors until the first annual meeting of the Shareholders of the Company. The initial Board of Directors are:

Kurtis M. Bowler  
Thomas E. Crubaugh  
Greg Glassman  
Lauren Glassman  
Dan MacDougald  
Dale F. Saran  
J. Todd Widman

For other limitations and restrictions on the voting rights of the various classes of stock, please refer to the Articles of Incorporation and Bylaws attached as Exhibits “A” and “B.”

If a CrossFit Affiliate is accepted as a Class B Common shareholder, said shareholder/policyholder will be required to pay $1,000.00 to the Company as and for contributed capital, as discussed above, in addition to the premium for the initial policy of insurance to be issued by the Company to the entity. Upon receipt of payment, the Company will issue one share certificate representing five (5) shares of the Company’s Class B Common stock to the policyholder/shareholder, together with an insurance policy in favor of the policyholder/shareholder. If, after receiving payment of the premium, but before the issuance of a share certificate and an insurance policy, the Company determines that the premium for the first insurance policy to be issued to an entity should be adjusted, the Company will notify such
entity as to any increase or decrease in the premium amount to be paid. In the event of a
decrease in the amount to be paid, the Company shall remit to the entity any excess amounts at
the time of issuance of the share certificate and an insurance policy. In the event of an increase
in the amount to be paid, such entity shall pay an increased amount prior to the issuance of the
share certificate and an insurance policy.

If a Certified CrossFit Trainer is accepted as a Class C Common shareholder, said
shareholder/policyholder will be required to pay $200.00 to the Company as and for contributed
capital, as discussed above, in addition to the premium for the initial policy of insurance to be
issued by the Company to the Certified CrossFit Trainer. Upon receipt of payment, the
Company will issue a share certificate representing one (1) share of the Company’s Class C
Common stock to the policyholder/shareholder, together with an insurance policy in favor of the
policyholder/shareholder. If, after receiving payment of the premium, but before the issuance of
a share certificate and an insurance policy, the Company determines that the premium for the
first insurance policy to be issued to the policyholder/shareholder should be adjusted, the
Company will notify such policyholder/shareholder as to any increase or decrease in the
premium amount to be paid. In the event of a decrease in the amount to be paid, the Company
shall remit to the policyholder/shareholder any excess amounts at the time of issuance of the
share certificate and an insurance policy. In the event of an increase in the amount to be paid,
such policyholder/shareholder shall pay an increased amount prior to the issuance of the share
certificate and an insurance policy.

III. RISK FACTORS

A. Economic Risk

The following economic risks may affect the ability of the Company to achieve its
objectives:

1. Dependence Upon Others for Management.

The Company has no employees and does not anticipate hiring employees in the future.
Rather, the business and operation of the Company from inception is, in large part, run by third
parties under independent contracts with the Company.

Pursuant to a program administration agreement, Nexo Insurance Services, Inc. (“Nexo”) will
manage the general business and operations of the Company. Pacific Risk Solutions, LLC
(“PRS”) provides certain captive management services, many of which are required by the
Commissioner. Certain other services (e.g., legal, tax, accounting, and actuarial services) will be
performed by other entities under separate agreements with the Company. Thus, whether the
Company will be successful or not will be dependent, in large part, upon the performance of
these third parties under these agreements.

The entities that will provide services to the Company under these various agreements
may terminate them upon relatively short notice, either with or without cause. Should this occur,
the Company would be required to obtain services from other sources. Because the Company
does not have employees, the Company would have to obtain these services by contracting with other third parties or by hiring employees with the necessary skills and experience. In some cases, the Company might not be able to immediately replace these services. However, the Company presently expects to be able to timely locate and retain third parties who could provide necessary services. It is also possible that if the Company is required to obtain services provided by other third parties, the costs to the Company for such services could be increased, and the quality of such services could be impacted.

2. Operating History.

The Company was incorporated on November 16, 2009 and received its license on December 11, 2009. It has no prior annual operating experience or financial statements from which potential Common shareholders may evaluate the prior performance and activities of the Company. While certain key personnel of CrossFit, Nexo and PRS have experience in the fitness, risk management and the captive insurance industries, respectively, there can be no assurance that the Company will be successful or will be able to achieve favorable underwriting results in the short or long-term.

3. Competition.

The current state of the professional liability insurance industry is favorable to the Company. In the future competition may arise that could adversely affect the Company’s ability to market its insurance policies to Affiliates. Historically, such insurance business has been subject to swings in the general level of price competition and availability of coverage. In the future, the Company may be vulnerable to price competition from larger or other insurers who are better able to absorb adverse loss experience or who have developed large books of business.


In past years, insurers have generally experienced fluctuations in both the frequency and severity of liability insurance claims accompanied by rising legal and investigative expenses. In many cases, these factors have given rise to substantial overall underwriting losses. Accordingly, certain companies have either been forced to withdraw or deemed it prudent to withdraw from underwriting certain lines of insurance. If an increase in frequency and severity of claims occurs, it will be difficult to assure the adequacy of rates charged by the Company relative to the risk it has assumed. There can be no absolute assurance that the Company’s rates will prove sufficient to ensure acceptable underwriting results.

5. Risks of Improper Underwriting.

Underwriting decisions are inherently subjective and underwriting policies adopted may result in inadequate reserves and consequent underwriting losses.

Because the Company is a risk retention group formed under the LRRA, it is not subject to all of the insurance laws and regulations of the State of Montana or of other states in which it does business, many of which are intended to give protection to policyholders. The state insurance guaranty funds of Montana or other states, which are generally available to satisfy claims by policyholders against insolvent insurers, are not available to policyholders of the Company. Thus, if the Company becomes insolvent, state insurance guaranty funds would not be available to satisfy the claims of the Company’s policyholders. Conversely, this exemption from guaranty funds also eliminates the Company’s policyholders from the obligation to pay the mandatory premium surcharge associated therewith.

7. No Assurance of Future Growth.

The Company is new and has no prior operating history or experience. Many of the Company’s expenses are fixed, irrespective of the premium volume written, the expense ratios of the Company normally should decrease as premium volumes increase. Thus, the financial prospects of the Company are, to a significant extent, dependent upon the growth of the Company, its premium volume and its operating results on that premium volume. The Company’s rate of growth is, to a significant degree, dependent upon the Company’s capitalization, which determines the level of premiums the Company may write. CrossFit, Nexo, PRS and the Commissioner will regularly monitor the Company’s capital position to determine whether it is adequate to support the Company’s writings. While the Company will seek to attract additional insured shareholders and raise capital through this and other offerings in the future, there is no assurance that those efforts will prove successful.

8. Indemnification of Nexo and PRS; Insurance.

Under the management agreements between the Company, Nexo and PRS, the Company has agreed to indemnify each of those entities for claims or suits, including the cost of defense, arising out of losses to policyholders caused directly by the Company’s negligent acts, omissions or intentional conduct. Under such management agreements, Nexo and PRS will each be obligated to maintain separate general liability policies of insurance issued by an admitted carrier in their respective states of domicile.

B. Regulatory Risk

Montana Law (as it applies to captive insurance companies and risk retention groups) and the LRRA are the primary statutes governing the formation and operation of the Company. There are, however, limited interpretive or judicial opinions regarding their substantive provisions. Accordingly, there can be no assurance that the Company’s principal objectives or proposed operations will be consistent with future regulatory or judicial decisions under such laws.

The LRRA exempts risk retention groups from non-domiciliary state laws or rules that regulate or attempt to regulate such groups. However, such non-domiciliary states may require such groups to:
1. Comply with the unfair claim settlement practices law of that state;

2. Pay applicable premium and other taxes which are levied on admitted insurers and/or policyholders of that state;

3. Participate in any mechanism established in that state for the equitable apportionment among insurers of liability insurance losses and expenses incurred on policies written through such mechanism;

4. Submit to an examination of the group’s financial condition if the state in which the group is chartered has not done so;

5. Comply with a lawful order issued in a delinquency proceeding or in a voluntary dissolution proceeding;

6. Comply with that state’s laws regarding deceptive, false or fraudulent acts or practices;

7. Comply with an injunction issued by a court of competent jurisdiction, upon a petition by a state Insurance Commissioner alleging that the group is in hazardous financial condition or is financially impaired; and

8. Declare in any policy issued by the group that the group is not subject to all of the state’s insurance laws and regulations, and that state insolvency guaranty funds are not available to the shareholders of the risk retention group.

Many states have adopted legislation which subjects the Company to essentially each of the above-listed requirements.

In addition, the LRRA requires a risk retention group to file a copy of its feasibility study and certain other documents with each state in which it intends to do business. A state may not discriminate against a risk retention group. However, any federal or state court may enjoin the sale of insurance by, or operation of a risk retention group, which is financially impaired. In addition, the process of registering as an out-of-state risk retention group in certain states is a long and difficult process. Accordingly, while the requirements in the LRRA for a risk retention group to register and do business in a state other than its state of domicile may appear fairly straightforward, there can be no assurances that the Company will be able to register in each state in which it intends to do business within a short or particular period of time.

While the Company should not be subject to substantial regulation by states other than Montana, there can be no assurance that other states will not attempt to impose additional regulatory requirements upon the Company in the future. In fact, in a number of cases, such has been the case against other operating risk retention groups.

Under Montana Law and applicable administrative regulations, the Company is strictly regulated by and is required to submit to the Commissioner filings of financial and other
information and detailed annual reports. Failure to comply with applicable regulatory standards could result in monetary penalties and/or the suspension or revocation of the Company’s Certificate of Authority.

C. Conflicts of Interest and Services to Other Risk Retention Groups or Captive Insurers by Third Party Service Providers.

The Company will be party to administrative services or management agreements with Nexo and PRS which will be continuous in nature, unless terminated pursuant to the specific terms thereof. Under the Company’s program administration agreement with Nexo, Nexo will be responsible for, among other things, the marketing, underwriting, and processing of contracts, endorsements, notices of cancellation, coding, risk management, loss control, and claims management. Under the management agreement with PRS, PRS will be primarily responsible for captive management and other general administrative functions and regulatory affairs of the Company. While Nexo and PRS will each attempt to either provide or contract for all services under their respective agreements, they may have conflicts of interest in allocating their business time and services between the Company and other ventures in which they may be involved. These ventures include providing services similar to the services they provide to the Company to other captive insurance companies and other risk retention groups. However, neither Nexo nor PRS provide services to any other party which may be in direct conflict with the services which the Company provides to its insureds.

The providers of other services to the Company could have similar or other conflicts of interest or render services to other risk retention groups or captive insurers.

IV. THE COMPANY AND ITS OPERATIONS

A. Incorporation and Licensure

The Company was incorporated in the State of Montana on November 16, 2009. A copy of the Company’s Articles of Incorporation currently in effect is attached hereto as Exhibit “A”.

A copy of the Company’s By-Laws currently in effect is attached hereto as Exhibit “B”.

The Insurance Commissioner of the State of Montana issued a Certificate of Authority to the Company on December 11, 2009, which generally authorizes the Company to, among other things, transact the business of a captive insurance company under Montana Law. A copy of the Company’s Certificate of Authority is attached hereto as Exhibit “C”.

B. Initial Capitalization and Use of Proceeds

The Company will be capitalized with a minimum of $500,000, the entirety of which will be provided in cash. The initial capitalization will come from the proceeds from the sale of shares of common stock in the Company and from a loan from CrossFit Foundation in the amount of approximately $10,000. The initial shareholders of the Company will be: CrossFit
200 shares of Class A common stock), CrossFit Affiliates (each of whom shall own five (5) shares of Class B common stock) and Certified CrossFit Trainers (each of whom shall own one (1) share of Class C common stock).

The amount of proceeds, if any, raised through this offering will depend on the number of CrossFit Affiliates and Certified CrossFit Trainers which become shareholders pursuant to this offering, if any. Any proceeds realized pursuant to this offering will be utilized as initial capital and surplus of the Company.

The Company shall also borrow approximately $10,000 from CrossFit Foundation. The funds to be loaned to the Company are the proceeds of a solicitation made by CrossFit, Inc. for contributions to the CrossFit Foundation made by individuals and organizations. The terms of the loan will require the Company to repay the CrossFit Foundation over a period of 24 months at an interest rate of 2% plus prime. The debt owed to the CrossFit Foundation shall be unsecured and shall be subordinated to the general obligations of the Company. Any repayment of the loan to the CrossFit Foundation shall also be subject to prior approval by the Montana Department of Insurance.

C. Management

Management of the Company is the responsibility of its Board of Directors. Currently, the following persons (and noting their affiliations) comprise the Company’s Board of Directors:

Kurtis M. Bowler, Rainer CrossFit
Thomas E. Crubaugh, CrossFit, Inc.
Greg Glassman, CrossFit, Inc.
Lauren Glassman, CrossFit, Inc.
Dan MacDougald, CrossFit, Inc. and CrossFit Atlanta
Dale F. Saran, Former CrossFit Veritas Affiliate, Current CrossFit, Inc.
J. Todd Widman, CrossFit Flathead

Pursuant to the Company’s Articles of Incorporation, By-Laws and Montana Law, as of the close of the first annual meeting of the Shareholders of the Company, the Company is required to have at least eleven (11) directors, one of whom must be a resident of the State of Montana.

The officers (and noting their affiliations) of the Company are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
<th>Affiliation</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. Todd Widman</td>
<td>President</td>
<td>CrossFit Flathead</td>
</tr>
<tr>
<td>Dan MacDougald</td>
<td>Vice President</td>
<td>CrossFit, Inc. and CrossFit Atlanta</td>
</tr>
<tr>
<td>Kurtis Bowler</td>
<td>Vice President</td>
<td>Rainer CrossFit</td>
</tr>
</tbody>
</table>
D. Financial Statements

As of the date hereof, the Company does not have audited financial statements. Unaudited pro-forma financial statements of the Company, as submitted to the Commissioner as part of the Company’s initial captive insurance application will be provided upon request.

E. Business Plan

1. Policies

The Company issues a policy for each CrossFit Affiliate for professional liability insurance. A single master policy will be issued for each Certified CrossFit Trainer for professional liability insurance.

Each of the Company’s policies has limits of $1,000,000 per occurrence and $1,000,000 annual aggregate. The Company presently retains only $100,000 of the insured risk, and cedes the remaining $900,000 per occurrence and annual aggregate, to Lloyds of London reinsurance company.

The policy form (which is attached as Exhibit E) contains important provisions regarding the extent of, and limitations on, coverage. As a prospective Class B or C Common shareholder and prospective insured of the Company, you should carefully review it in its entirety. The statements made in this Offering Circular with respect to the policy form are qualified in their entirety by the specific provisions of the policy. Alterations to policy forms used by the Company may be made at the Company’s discretion.

It is anticipated that the Company will collect annual premiums in one annual installment; however, the Company will set up a premium financing arrangement through Nexo for those shareholders that request such arrangements. Rates for each shareholder will vary depending on the underwriting criteria adopted by the Company, which criteria may include, but will not be limited to the size and the location of the shareholder. Additional rating adjustments may be made for claims experience and other objective and subjective underwriting criteria.

The rates to be charged by the Company in future years will be based on claims experience and will normally be determined on an annual basis by the Company based upon an
analysis and recommendations from the Company’s independent actuary, Nexo and PRS. The Company will rely, in part, on an annual review of claim and loss experience covering the Company and other insurers writing similar professional liability insurance, if available, to be made by its actuary.

2. Underwriting Results

The adequacy of the consideration obtained by the Company for the coverage written is measured by the underwriting results. Underwriting results are commonly measured by the combined or “trade” ratio, which, in turn, is the sum of the loss and expense ratios. Underwriting results are generally unprofitable when the combined ratio is over one hundred percent (100%) and generally profitable when the combined ratio is under one hundred percent (100%), excluding the effects of investment income and capital gains and losses on investments sold.

The Company’s loss ratio (ratio of losses and loss adjustment expenses incurred to net earned premiums) is a function of the frequency and severity of claims giving rise to liability. To determine the amount of loss and loss adjustment expenses incurred under policies in a given year, the Company will add the amount of any claims paid and claim adjustment expenses in that year and the change in the loss reserve from the preceding year. The loss reserve consists of an estimate of the amount of losses and loss expenses on claims reported, but not paid.

Loss reserves are based not only on historical experience, but also on a judgment of the effects of such forces as economic and social changes as well as the shareholder’s experience with the type of risk involved, the Company’s knowledge of the circumstances surrounding individual claims and the industry’s experience with respect to the probable number and nature of claims arising from losses not yet reported. Consequently, they are inherently subject to a number of highly variable circumstances.

The Company’s expense ratio consists of underwriting expenses, taxes and other expenses of doing business not related to claims adjustment, divided by the net premium written. A portion of such expenses will be payments made to Nexo and PRS pursuant to the terms of their management agreements with the Company. Additionally, substantial expenses may be incurred with respect to various other service providers as may be retained by the Company, with oversight by the Board of Directors.

3. Investments

The Company’s investments will be managed by Wells Fargo Bank, N.A. and other companies with asset management experience for risk retention groups and captive insurance companies. Such investments will be managed in accordance with any investment and reserve requirements imposed by Montana Law, the Commissioner and other applicable laws and/or regulations. A primary factor in the management of the Company’s investments is to ensure that the maturities of such investments be appropriately scheduled to enable the Company to comply with liquidity requirements with respect to claims payments.
4. Dividends

Pursuant to the Company’s current Articles of Incorporation, the shareholders will be entitled to dividends, when and as declared by the Company’s Board, except that no dividends shall be paid without the consent of the Montana Insurance Commissioner.

5. Premium to Surplus Ratio

The premium to surplus ratio of an insurance company measures the relationship between net premiums written in a particular year (premiums written, less premiums ceded to others) and statutory capital and surplus (admitted assets, less liabilities determined on a statutory accounting basis). While there is no applicable statutory provision requiring maintenance of any particular premium to surplus ratio, regulatory authorities regard this ratio as an important indicator of an insurance company’s ability to withstand abnormal loss experience. An historical standard in the casualty insurance industry is a premium to surplus ratio of 3 to 1, although ratios for various types of professional liability insurance may be lower, e.g., 1.5 to 1. The Company will strive to maintain a premium to surplus ratio of approximately 3 to 1 or below.

6. Reinsurance

Reinsurance is an arrangement whereby one insurer agrees to indemnify another against losses incurred on a contract of insurance. It is typically used by insurance companies to spread risks underwritten by them. To the extent that the Company obtains reinsurance with respect to a substantial portion of the risks assumed pursuant to the insurance policies issued by the Company to its shareholders, the Company’s ability to fulfill its obligations under such policies will be largely dependent upon the performance of the Company’s reinsurance providers. The failure of reinsurers to honor their obligations under such reinsurance policies can cause the Company to be liable for the entire amount of risks assumed pursuant to the insurance policies, as well as the loss of any premiums paid to such reinsurers, with the result of potentially catastrophic losses to the Company.

Even if the Company were to obtain reinsurance policies from reputable companies believed to have adequate capital and reserves, there can be no assurance that such reinsurers would, in fact, fulfill their obligations under such reinsurance policies, nor can there be any assurance of the Company’s ability to pay claims under those policies if the reinsurers fail to do so. This risk is similar to that faced by most insurers, but is much more significant in the early years of an insurer’s operations, particularly if the insurer has not been adequately capitalized or has not built surplus sufficient to offset such risks. Similarly, the lack of reinsurance in an insurer’s early years of operations may adversely affect the insurer’s ability to pay claims if the insurer has not been adequately capitalized or has not built surplus sufficient to offset insured losses.

Presently, the Company retains $100,000 per occurrence out of the total $1,000,000 per occurrence and annual aggregate limits insured by the Company. The remaining $900,000 per
occurrence and annual aggregate per project is ceded to Lloyds of London reinsurance company acting as the reinsurer for the program.

7. Competition

Currently, the insurance industry is not providing professional liability insurance in a competitive manner to CrossFit and its Affiliates. The Company believes that the policies it writes are written at a competitive price with similar policies, if any, offered by other companies.

8. Sales and Service

The Company will issue policies only to shareholders of CrossFit Risk Retention Group, Inc. New Affiliates and Certified CrossFit Trainers will be offered the opportunity to become shareholders and insureds of the Company as described above.

F. Regulation

The Company is subject to extensive regulation by the Commissioner. The Commissioner’s regulatory powers include: 1) the granting and revocation of a Certificate of Authority to provide liability coverage, 2) setting standards of solvency that the Company must maintain, 3) establishing paid in surplus and reserve requirements, 4) determining the form and content of financial statements, 5) authorizing the types and amounts of investments the Company can make, and 6) approving changes to the Company’s leadership, ownership and business plan. Applicable insurance law also requires the Company to file detailed annual reports, and its accounts are subject to examination by the Commissioner at any time. The Company also is subject to periodic financial and regulatory compliance examinations by the Commissioner. The regulatory powers of the Commissioner are primarily for the benefit of those who are insured by the Company. Failure to comply with applicable legal or regulatory standards could result in monetary penalties and/or the suspension or revocation of the Company’s Certificate of Authority.

The Company intends to offer insurance in all fifty States and the District of Columbia.

Pursuant to the LRRA, the Company is largely exempt from regulation by the Department(s) of Insurance of states other than the State of Montana, the Company’s State of domicile. There are certain exceptions in the LRRA, however, that permit the departments of insurance of non-domiciliary states in which the Company operates to require the Company to comply with certain tax laws applicable to insurers, comply with certain registration and examination requirements and comply with certain other state laws or regulatory requirements. However, and in the event of insolvency, policyholders of the Company will be unable to take advantage of the insurance guaranty funds of any state, including the guaranty fund of the State of Montana.

G. Service Providers
1. Program Administration

Pursuant to a program administration agreement that has been entered into between Nexo and the Company, and which will be ongoing until terminated by either party, but subject to annual review, Nexo will provide certain services, including preliminary underwriting recommendations, development and drafting of policy forms, policy issuance, premiums collection, marketing and account service, risk management and loss control.

2. Captive Management

The Company will enter into a captive management agreement with PRS. Applicable regulations require the management of a captive insurance company to be approved by the Commissioner. Evidence of the expertise and experience of PRS was submitted to and approved by the Commissioner with the Company’s application for a Certificate of Authority. Under the Captive Management Agreement, PRS will, among other things, be responsible for or the preparation of financial statements and annual reports (including without limitation the statutory financial statements) that are required to be filed with the Commissioner and the states in which the Company is registered to do business.

3. Actuarial Services

Actuarial services for the Company currently are provided by Charles Lenz, ACAS, MAAA, of Perr & Knight, Inc., Pacific Palisades, California. He provides actuarial services to several captive insurance companies and, consequently, has developed considerable knowledge and expertise in the general field of casualty insurance.

4. Audit and Tax Services

Audit and Tax services for the Company will provided by Mike Tobiason, CPA of Anderson ZurMuehlen & Co., P.C., Certified Public Accountants, Missoula, Montana. He provides audit and tax services to several captive insurance companies and, consequently, has developed considerable knowledge and expertise in the general field of captive insurance and risk retention groups.

5. Investment Services

Initial Investment Services will be provided by Wells Fargo, Helena, Montana Branch. The initial funding of the RRG will be held in cash. Upon the issuance of polices and collection of premium, the Board of Directors will request RFP’s for Investment Services for the Company.

6. Legal Services

Legal services in Montana for the Company currently are provided by Stanley T. Kaleczyc and Kimberly A. Beatty of Browning, Kaleczyc, Berry & Hoven, P.C., Helena, Montana. The firm provides domicile legal services to several captive insurance companies and
consequently has developed considerable knowledge in the field of insurance, captive insurance and risk retention groups.

Claims legal counsel for the Company will be provided by Dan MacDougald. Mr. MacDougald is also general legal counsel to CrossFit, Inc.

6. Claims Handling Services

Claims Handling Services will be provided by National Claims Professionals. The firm provides claims administration services in all fifty states, including the District of Columbia.

H. Employees

The Company presently does not have employees. It is not anticipated that any employees will be needed since the Company’s operations will be performed under service agreements with various independent providers. Employees may be engaged if and when necessary for the operation of the Company.

I. Prohibitions on Transfer

The LRRA and Montana law require all shareholders to be policyholders of the Company, and vice versa. Therefore, the shares of the Company cannot be transferred to any third party. Sale or transfer of stock to another CrossFit Affiliate or Certified CrossFit Trainer is also prohibited. The foregoing transfer restrictions shall not apply to any transfer by operation of law to any successor-in-interest to the business of a Class B Shareholder pursuant to merger, consolidation, reorganization or other changes in corporate structure, so long as (i) the Company approves the eligibility for insurance of such successor-in-interest, and (ii) such successor-in-interest continues to be insured by the Company. If a shareholder’s insurance coverage provided by the Company is terminated, cancelled, or lapses for any reason, the shareholder’s status as such will terminate automatically. Should this occur, shareholders are required to surrender their shares to the Company as provided in the Company’s By-Laws.

The Company is required to redeem shares held by its shareholders who fail to maintain their eligibility as shareholders, or their status as insureds terminates for any reason whatsoever. The redemption price shall be the lower of the cost of the stock or the book value of the stock as determined at the prior fiscal year-end. All distributions will be made after March 1 of each year at such date as set by the Board of Directors and upon consent of the Montana Insurance Commissioner.

A shareholder’s status automatically terminates upon the cancellation, termination or lapse of the shareholder’s policy of insurance under the Company for whatever reason. Shareholder may also voluntarily terminate their status as such, provided such termination is in accordance with the shareholder’s policy of insurance, the Company’s Articles of Incorporation, By-Laws and applicable Montana law.
J. Tax Matters

The following summary is a general discussion of the expected federal income tax consequences to the Company and its shareholders. It assumes that shareholders hold stock as a “capital asset” within the meaning of the Internal Revenue Code of 1986, as amended (“Code”). This summary is based on the Code, regulations promulgated thereunder, published rulings and court decisions, all of which may be subject to change. Any such changes may or may not be retroactive with respect to transactions prior to the date of such changes.

The Company’s Montana counsel has not rendered, nor will it render, an opinion on the federal tax consequences to the Company and its shareholders. However, the following discussion addresses what the Company believes are the material federal tax consequences of purchasing insurance from and becoming a shareholder in the Company. With the exception of a brief discussion on Montana State premium taxes, this summary does not discuss any aspects of state, local or foreign laws, and does not discuss the effect of the acquisition of stock by investors subject to special treatment under the Code, such as tax exempt organizations. Prospective shareholders are strongly urged to consult their own tax advisors with reference to their own tax situation.

1. Federal Income Taxation of the Company

As an insurance company, the Company’s tax liability will be governed by Section 831 of the Code. In general, the Company will be subject to federal tax at rates up to 34% on its underwriting and investment income. In the event that the Company does not write a significant premium volume, its tax rates may be lower. If the Company writes less than $1,200,000 of premiums annually, the Company may elect to be taxable only on taxable investment income and not on underwriting income.

In calculating its income, the Company will be required to discount loss reserves to account for the time value of money. The Company will be allowed a tax deduction for reinsurance premiums paid by it.

The Company will treat its receipt of paid-in capital as non-taxable contributions to capital and not as premiums includable in gross income.

The Company will deduct policyholder dividends paid to its insureds. Such distributions, if any, will be taxable to the insureds in the year received by them.

In the event that the Company does not qualify as an insurance company, then its tax treatment would be substantially different from that set forth above and likely would be less favorable. If the Company is able to achieve its targets in terms of the number of insureds and volume of business, the Company anticipates that it will qualify as an insurance company for federal income tax purposes.

The Company also expects to be subject to tax in one or more states where it presently does or plans to do business. In some states, the taxation of insurance companies is much like
federal taxation (although at lower rates) and in other states, the Company will be taxed based on the amount of premiums written from that state.

2. Deductibility of Premiums

The Company believes that premiums paid for liability insurance purchased from the Company should be deductible if the premiums are ordinary and necessary business expenses, and so long as the coverage offered by the Company qualifies as “insurance” for federal income tax purposes. The Internal Revenue Service (“IRS”) has previously issued rulings regarding what factors constitute the necessary risk shifting and distribution to qualify for deductibility. It cannot be predicted how the IRS or the courts will view the issue of premium deductibility in the future.

3. Premium Taxes

The Company may be required to pay taxes on premiums written in the states in which it does business. The present tax on premiums imposed by the State of Montana is 2.75% of the net premiums.

Montana’s premium tax is in lieu of all other Montana excise, privilege, franchise, income, license and similar taxes, licenses and fees upon insurers.

K. Accounting and Audit

The insurance accounting regulations under which the Company files its financial statements with the Montana Insurance Department specify methods of accounting treatment that reflect results of the Company’s operations and other financial data differently than if such statements were prepared in conformity with generally accepted accounting principles (“GAAP”). The Company prepares and files statements in conformity with statutory accounting principles (“STAT”). Financial statements prepared pursuant to STAT are generally more conservative than financial statements prepared pursuant to GAAP.

The Company will file STAT statements with the Montana Insurance Department annually for the year ending as of December 31 of each preceding year.

Auditing services for the Company are provided under contract with Anderson-ZurMuehlen & Co., P.C., Certified Public Accountants, Helena, Montana.

L. Liquidation and Dissolution

It is possible that a myriad of factors, despite the best efforts of the Company and its service providers could cause the Company to become financially impaired or insolvent. Should this happen, the Company would most likely be liquidated and/or dissolved by the Commissioner pursuant Montana Annotated Code Title 33, Chapter 2, Part 13 (“Liquidation Law”). Under the
Liquidation Law, and upon an order from the court, the Commissioner, as Liquidator, would become vested with title to all of the Company’s property, contracts, rights of action and all books and records, by operation of law. This would include the Company’s assets existing at the time of liquidation. In other words, if the Company were liquidated pursuant to the Liquidation Law, the Company would effectively lose control over the operations of the Company and all books, records, property, assets, contracts and rights of action once owned by the Company would be “owned” and controlled by the Liquidator. The Liquidator would then be required to take whatever action he/she deems necessary for the protection of the Company’s insureds, claimants, creditors and the public in general, which would include but not be limited to, running off any remaining business of the Company, paying creditors, settling claims, etc.

Pursuant to the Company’s current Articles of Incorporation, shareholders will be entitled to be paid out of assets available for distribution in the event of liquidation or dissolution.

M. Rating

It is possible that issues could be raised by outside parties regarding the acceptability of the insurance provided by the Company. For example, such parties may require proof of insurance from an “A”-rated carrier or insurer. Since the Company is new, it does not, and it may never, have a rating from any of the insurance industry’s national independent rating organizations. Accordingly, the insurance the Company presently provides and the insurance it may provide in the future do not and may not meet such requirements.

Similarly, such parties may require proof of insurance from a carrier or insurer that has a certain minimum amount of capital or surplus, which the Company may or may not be able to meet.

N. Additional Information

The Company’s application for a Certificate of Authority to transact insurance business and all attachments thereto are on file with the State Auditors Office, Insurance Department of the State of Montana, at 840 Helena Avenue, Helena, Montana 59601. Although the Commissioner does not allow public review of the Company’s filed documents, such documents are available upon request from the Company for reasonable review by the shareholders. Other information may be obtained by any prospective shareholder by a written request directed to the Company as follows: Attention: Dale Saran, Secretary, CrossFit Risk Retention Group, Inc., C/O Browning, Kaleczyc, Berry and Hoven, P.C., 825 Northern Blvd., Suite 105, Helena, Montana, 59601.
EXHIBITS

Exhibit A: Articles of Incorporation and Amendments
Exhibit B: By-Laws
Exhibit C: Certificate of Authority
Exhibit D: Subscription Agreement
Exhibit E: Form of Professional Liability Errors and Omissions Policy
EXHIBIT A

Articles of Incorporation
RE: CROSSFIT RISK RETENTION GROUP, INC.
ARTICLES OF INCORPORATION
Filing Date: November 16, 2009
Filing Number: D199485-1012254

November 24, 2009

Dear Sir or Madam:

I’ve approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

[Signature]
Linda McCulloch
Secretary of State
I, Monica J. Lindeen, State Auditor and Commissioner of Insurance of the state of Montana, hereby certify that I am the duly elected, qualified, and acting State Auditor of the state of Montana, and that pursuant to the provisions of Sections 33-28-102, 103 and 105, MCA, 2007, I have examined the attached Articles of Incorporation of CROSSFIT RISK RETENTION GROUP, INC. and I hereby certify that they conform with those provisions of the Montana Code Annotated. The establishment and maintenance of this proposed corporation will promote the general good of this state. In accordance with the referenced code provisions, I hereby approve the Articles of Incorporation of CROSSFIT RISK RETENTION GROUP, INC., in order that the same may be filed in accordance with the law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Office of State Auditor. Done at the city of Helena, the capital of said state, this 16th day of November, 2009.

Monica J. Lindeen
Montana Commissioner of Securities and Insurance
Office of the State Auditor
ARTICLES OF INCORPORATION OF
CROSSFIT RISK RETENTION GROUP, INC.
A Montana Corporation

Pursuant to the Montana Business Corporation Act and the Captive Insurance statutes of Montana, the undersigned, of legal age, adopt the following Articles of Incorporation:

I. CORPORATE NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the Corporation is CROSSFIT RISK RETENTION GROUP, INC. The initial principal place of business of the Corporation will be in Helena, Lewis & Clark County, Montana.

II. DURATION

This corporation shall have a perpetual existence.

III. CORPORATE STRUCTURE AND PURPOSES

The Corporation will be a risk retention group pursuant to Montana Code Annotated, Title 33, Chapter 11 and a captive insurance company pursuant to Montana Code Annotated, Title 33, Chapter 28.

The purposes for which the Corporation is formed are to:

(1) provide to CrossFit Inc, CrossFit Affiliates and Certified CrossFit Trainers who are shareholders of the Corporation the following: (a) professional liability insurance, (b) risk assessment and minimization services/analysis; and (c) such other services as the Corporation determines appropriate; and

(2) to otherwise to engage in any lawful business for which captive insurance companies may be incorporated pursuant to the Montana Business Corporation Act and the Captive Insurance statutes of Montana.

IV. AUTHORIZED SHARES

The capital stock shall consist of three classes of stock, designated as common stock with no par value. The classes of stock and the number of authorized shares within each class are as follows:

Class A: 50,000 shares which may be issued only to CrossFit Inc.
Class B: 50,000 shares which may be issued only to CrossFit Affiliates
Class C: 50,000 shares which may be issued only to Certified CrossFit Trainers.
The holder of Class A shares may only vote for Class A directors. The holders of Class B shares may only vote for Class B directors. The holders of Class C shares may only vote for the Class C director.

V. COMMENCEMENT OF OPERATION

The Corporation will not commence its operation until these Articles have been approved by the Montana Department of Insurance and filed with the Montana Secretary of State.

VI. REGISTERED AGENT AND ADDRESS

The name and address of the registered office/agent in Montana is as follows:

Stanley T. Kaleczyc
Browning, Kaleczyc, Berry & Hoven, P.C.
825 Great Northern Boulevard
Suite 105
P.O. Box 1697
Helena, MT 59624
Phone: (406) 443-6820
Fax: (406) 443-6883

Signature of Agent

VII. INCORPORATORS

The names and addresses of the incorporators are as follows:

Tony Schmidt
2897 Kalawao Street
Honolulu, HA 96822
Phone: (808) 988 3215
Fax: (808) 988 3217

Kimberly A. Beatty
Browning, Kaleczyc, Berry & Hoven, P.C.
825 Great Northern Boulevard
Suite 105
Helena, MT 59624
Phone: (406) 443 6820
Fax: (406) 443 6883
Stanley T. Kaleczyc  
Browning, Kaleczyc, Berry & Hoven, P.C.  
825 Great Northern Boulevard  
Suite 105  
Helena, MT 59624  
Phone: (406) 443 6820  
Fax: (406) 443 6883

VIII. BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors of the Corporation shall be seven (7), who shall serve until the first annual meeting of the shareholders of the Corporation. At least one of the directors must be a Montana resident. Directors elected by the Class A shareholder need not be shareholders. Thereafter, at the first annual meeting of the shareholders, the number of directors shall be increased to eleven (11). The Class A Common shareholder is entitled to elect six (6) members to the Board of Directors one of whom must be a Montana resident. The Class B Common shareholders collectively are entitled to elect up to four (4) members to the Board of Directors. The Class C Common shareholders collectively are entitled to elect one (1) member to the Board of Directors.

The names and addresses of the persons who shall serve as the initial Directors until the first annual meeting of Shareholders or until their successor are elected and qualified are as follows:

Greg Glassman  
1250 Connecticut Avenue  
Washington, D.C. 20036

Lauren Glassman  
1250 Connecticut Avenue  
Washington, D.C. 20036

J. Todd Widman  
1945 Greatview Drive  
Kalispell, Montana 59901

Dale F. Saran  
3334 Patriot Way  
West Greenwich, Rhode Island 02817

Dan MacDougald  
1483-A Chattahoochee Ave.  
Atlanta, Georgia 30318
Thomas E. Crubaugh  
707 Clubhouse Drive  
Aptos, California 95003

Kurtis M. Bowler  
20521 – 124th ST. CT. E.  
Booney Lake, Washington 98391

Directors may be removed pursuant to the provisions set forth in the Bylaws of the Corporation.

IX. STOCK PURCHASES

The initial Shareholders of the Corporation shall be those who have capitalized the Corporation by participating in the initial offering of shares of stock in the Corporation.

Once the Montana Department of Insurance has issued a Certificate of Authority to the Corporation and after the initial offering of shares has been closed, the terms, conditions, rights and obligations related to the purchase of stock shall be as set forth in the Bylaws and supporting documents of the Corporation.

XI. RESTRAINTS ON ALIENATION OF STOCK

All shares of stock of the Corporation shall be deemed restricted stock and all certificates representing the shares of stock shall have the following legend written, stamped, or printed on the face or reverse thereof reading substantially as follows:

THIS SHARE CERTIFICATE IS ISSUED ONLY TO AN INSURED OF THE CORPORATION. THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE BEEN ACQUIRED BY THE HOLDER FOR THE HOLDER'S OWN ACCOUNT, AND NOT WITH A VIEW TO SALE OR TRANSFER THEREOF. THE SHARE EVIDENCED BY THIS CERTIFICATE MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, GIFTED, HYPOTHECATED, PLEDGED OR ENCUMBERED OR OTHERWISE DISPOSED OF EXCEPT IN ACCORDANCE WITH THE TERMS OF THE SUBSCRIPTION AND SHAREHOLDERS AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED SHAREHOLDER HEREOF, A COPY WHICH IS ON FILE AT THE OFFICES OF THE CORPORATION.

PURSUANT TO THE LIABILITY RISK RETENTION ACT OF 1986, THE SHARES EVIDENCED BY THIS CERTIFICATE ARE EXEMPTED FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND STATE SECURITIES LAWS. ACCORDINGLY, NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS REVIEWED THE MERITS OF OR APPROVED THE ISSUANCE OF THESE SHARES.
XII. INDEMNIFICATION

The Corporation shall indemnify, defend and hold harmless a Shareholder of the Corporation to the fullest extent permissible by Montana law, including without limitation, pursuant to the provisions of the Montana Corporation Act and the Insurance statutes of Montana.

The Corporation shall indemnify, defend and hold harmless a director of the Corporation to the fullest extent permissible by Montana law, including without limitation, pursuant to the provisions of the Montana Corporation Act and the Insurance statutes of Montana.

XIV. AMENDMENTS

These Articles of Incorporation may be amended, altered, or repealed, or have added thereto additional provisions from time to time as may then be permitted by the laws of the State of Montana by a vote of at least a majority of the Shareholders.

IN WITNESS WHEREOF, the incorporator has executed this instrument this 27th day of October, 2009.

Tony J. Schmidt,  
Incorporator

Kimberly A. Beatty,  
Incorporator

Stanley J. Kaleczyc,  
Incorporator
EXHIBIT B

By-Laws
BYLAWS OF CROSSFIT RISK RETENTION GROUP, INC.  
(the "Corporation")

ARTICLE I

SHAREHOLDERS

Section 1. Classes of Stock. There shall be three classes of common stock authorized and issued by the Corporation:

   Class A shares which may be issued only to CrossFit Inc.
   Class B shares which may be issued only to CrossFit Affiliates
   Class C shares which may be issued only to Certified CrossFit Trainers.

Each class of shares shall be voting shares, with each share entitled to one vote. Cumulative voting shall not be permitted.

Each class of shares shall be entitled to dividend distributions as the same may be declared from time to time by the Board of Directors of the Corporation, with each class of common stock receiving the same dividend per authorized and issued share.

Section 2. Annual Meetings. The annual meeting of the shareholders shall be held within the State of Montana in the city of the principal place of business or location of the principal office of the Corporation, unless the Montana Commissioner of Insurance otherwise consents to a different location for the meeting. Unless the Montana Commissioner of Insurance otherwise consents to a different time, the annual meeting shall be held within the first six months of each calendar year, at which time vacancies existing or occurring on the Board of Directors of the Corporation must be filled. At the annual meeting, the president shall report on the activities and financial condition of the Corporation. The shareholders shall elect directors to each of the positions on the Board that is up for reelection. Additionally, the shareholders shall consider and act upon other matters that are raised consistent with the notice and voting requirements of the Montana Business Corporation Act and the Montana Insurance Code.

Section 3. Special Meetings. The Corporation shall hold a special meeting of shareholders on the call of the Chairman of the Board, the President, the Secretary, a majority of the Board of Directors or the holders of at least 10% of each Class of Shares entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date, and deliver to the Corporation's secretary one or more written demands for the meeting that describe the purpose for which it is to be held. It shall be held either within or without the State of Montana, as may be designated in the notice of special meeting. A special meeting may not be called by any other person. At a special meeting, no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting. Such special meeting shall be held in the city of the principal place of business or location of the principal office of the Corporation, unless the Montana Commissioner of Insurance otherwise consents to a different location for the meeting.
Section 4. Notice of Meetings; Order of Business. Whenever shareholders are required or permitted to take any action at a meeting, a written notice delivered either in person or by mail of the meeting shall be given that shall state the date, time and place of the meeting and, in the case of a special meeting, each purpose for which the meeting is called. Unless otherwise provided by law, the Articles of Incorporation or these Bylaws, the written notice of any meeting of shareholders (which term includes an annual or special meeting, whether or not so stated) shall be given not less than 10 nor more than 50 days before the date of the meeting to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the shareholder at his address as it appears on the records of the Corporation.

Notice of any meeting of shareholders to act upon a plan of merger, consolidation or sale of all or substantially all of the Corporation’s assets shall be given to each shareholder entitled to vote at such meeting not less than 20 nor more than 60 days before the date of such meeting. Any such notice shall be accompanied by a copy of the proposed plan of merger, consolidation or sale.

Section 5. Quorum. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, at each meeting of shareholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes of each class of stock which could be cast by the holders of all outstanding shares of stock of each class entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the shareholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in these Bylaws until a quorum shall attend. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock held by it in a fiduciary capacity.

Section 6. Adjournments. Any meeting of shareholders may be adjourned from time to time to reconvene at the same place or some other place, and notice need not be given of any such adjourned meeting if the date, time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 7. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board, if any, or in his absence, by the President, or in his absence, by a Vice President, or in the absence of the foregoing persons, by a chairman designated by the Board of Directors, or in the absence of such designation, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 8. Voting; Proxies; Revocation of a Proxy. Except as otherwise provided by the Articles of Incorporation, each shareholder entitled to vote at a meeting of shareholders shall be entitled
to one vote for each share of stock held by him/her which has voting power on the matter in
question. Each shareholder entitled to vote at a meeting of shareholders, or to express consent or
dissent to corporate action in writing without a meeting, may authorize another person or persons
to act for him by proxy, but no such proxy shall be voted or acted upon after 11 months from its
date, unless the proxy provides for a longer period. A shareholder may revoke any proxy by
attending the meeting and voting in person or by filing an instrument in writing revoking the
proxy or by delivering a proxy in accordance with applicable law bearing a later date to the
Secretary of Corporation. Voting at meetings of shareholders need not be by written ballot and,
unless otherwise required by law, need not be conducted by inspectors of election unless so
determined by the holders of shares of stock having a majority of the votes which could be cast
by the holders of all outstanding shares of stock entitled to vote thereon which are present in
person or by proxy at such meeting. At all meetings of shareholders for the election of directors
a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall,
unless otherwise provided by law, the Articles of Incorporation or these Bylaws, be decided by
the vote of the holders of shares of stock having a majority of the votes which could be cast by
the holders of all shares of stock outstanding and entitled to vote thereon.

Section 9. Fixing Date for Determination of Shareholders of Record. In order that the
Corporation may determine the shareholders entitled (i) to notice of or to vote at any meeting of
shareholders or any adjournment thereof, (ii) to express consent to corporate action in writing
without a meeting, (iii) to receive payment of any dividend or other distribution or allotment of
any rights, (iv) to exercise any rights in respect of any change, conversion or exchange of stock,
or for the purpose of any other lawful action, the Board of Directors may fix a record date, which
record date shall not precede the date upon which the resolution fixing the record date is adopted
by the Board of Directors and which record date: (i) in the case of determination of shareholders
entitled to vote at any meeting of shareholders or adjournment thereof, shall, unless otherwise
required by law, not be more than 50 nor less than 10 days before the date of such meeting; (ii)
in the case of determination of shareholders entitled to express consent to corporate action in
writing without a meeting, shall not be more than 10 days from the date upon which the
resolution fixing the record date is adopted by the Board of Directors; and (iii) in the case of any
other action, shall not be more than 50 days prior to such other action. If no record date is fixed:
(i) the record date for determining shareholders entitled to notice of or to vote at a meeting of
shareholders shall be at the close of business on the day next preceding the day on which notice
is given, or, if notice is waived, at the close of business on the day next preceding the day on
which the meeting is held; (ii) the record date for determining shareholders entitled to express
consent to corporate action in writing without a meeting when no prior action of the Board of
Directors is required by law, shall be the first date on which a signed written consent setting forth
the action taken or proposed to be taken is delivered to the Corporation in accordance with
applicable law, or, if prior action by the Board of Directors is required by law, shall be at the
close of business on the day on which the Board of Directors adopts the resolution taking such
prior action; and (iii) the record date for determining shareholders for any other purpose shall be
at the close of business on the day on which the Board of Directors adopts the resolution relating
thereto. A determination of shareholders of record entitled to notice of to vote at a meeting of
shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of
Directors may fix a new record date for the adjourned meeting.
Section 10. List of Shareholders Entitled to Vote. The Secretary shall prepare and make, at least 10 days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any shareholder who is present.

Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the shareholders entitled to examine the stock ledger, the list of shareholders or the books of the Corporation, or to vote in person or by proxy at any meeting of Shareholders.

Section 11. Action By Written Consent of Shareholders. Any action required or permitted to be taken at any meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by a majority of the shareholders entitled to vote with respect to the subject matter thereof and such written consent is filed with the minutes of proceedings of the shareholders. Such consent shall have the same force and effect as a unanimous vote of the shareholders.

Section 12. Conduct of Meetings. The Board of Directors may adopt by resolution such rules for the conduct of the meeting of shareholders as it shall deem appropriate. Except to the extent inconsistent with such rules as adopted by the Board of Directors, the chairman of any meeting of shareholders shall have the right and authority to prescribe such rules and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to shareholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number; Qualifications. The number of directors constituting the initial Board of Directors of the Corporation shall be seven (7), one of whom shall be a Montana resident.
At the first annual meeting of the shareholders, the number of directors shall be increased to eleven (11). The Class A Common shareholder is entitled to elect six (6) members to the Board of Directors, one of whom must be a Montana resident. The Class B Common shareholders collectively are entitled to elect up to four (4) members to the Board of Directors. The Class C Common shareholders collectively are entitled to elect one (1) member to the Board of Directors.

Directors who represent the Class A shareholder need not be shareholders.

Directors who represent Class B shareholders must themselves be Class B shareholders.

The Director who represents Class C shareholders must himself or herself be a Class C shareholder.

Section 2. Election; Resignation; Removal; Vacancies. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the first annual meeting of the shareholders, until his/her successor has been elected and qualified, or until his/her earlier death, resignation, or removal from office.

At the first annual meeting of the shareholders, the eleven (11) members of the Board shall be elected as follows: The Class A shareholder shall elect six (6) directors; the Class B shareholders shall separately elect four (4) directors; the Class C shareholders shall separately elect one (1) director. The term of office of each director shall be one year, until the next annual meeting of the shareholders following each director’s election if their successor has been elected and qualified, or until the director’s earlier death, resignation, or removal from office. A director may succeed himself/herself for any number of consecutive terms. No amendment to this section may shorten the term of a director unless the director is first removed under these Bylaws.

Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, the President, or the Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect upon delivery thereof to the Board of Directors or to the designated officer. A resignation need not be accepted in order to be effective.

Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, at any meeting of the shareholders called expressly for such purpose, any director who is a Class B or Class C shareholders may be removed, with or without cause, by a vote of shareholders of such class of shareholders of which such director is a member. Such removal shall be by a majority of the shares issued and outstanding of such class and entitled to vote for the director whose removal is sought. A director who has been elected by the Class A shareholder may be removed, with or without cause, at any time by the Class A shareholder.

Any newly created directorship or any vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders entitled to vote called for that purpose. Any newly created directorship or any vacancy occurring in the Board of Directors for any other cause may be filled
by a majority of the remaining members of the Board of Directors, although less than a quorum,
or by a majority of the votes cast at a meeting of shareholders, and each director so elected shall
hold office until the expiration of the term of office of the director whom he/she has replaced or
until his/her successor is elected and qualified.

Section 3. Regular Meetings. A regular meeting of the Board of Directors may be held at such
place within or without the State of Montana, as long as at least one of the meetings is held in
Montana per year. The meetings may occur at such time as the Board of Directors may from
time to time determine and, if so determined, a notice thereof need not be given.

Section 4. Special Meetings. A special meeting of the Board of Directors may be held at any
time or place within or without the State of Montana whenever called by the Chairman of the
Board, President or by any two members of the Board of Directors. Notice of a special meeting
of the Board of Directors shall be given by the person or persons calling the meeting upon at
least forty-eight (48) hours’ notice before the special meeting if such notice is delivered
personally or sent by fax transmission with message confirmed, or upon three (3) days’ notice if
sent by overnight courier guaranteeing next day delivery.

Section 5. Telephonic Meetings Permitted. Members of the Board of Directors, or any
committee designated by the Board of Directors, may participate in a meeting thereof by means
of conference telephone or similar communications equipment by means of which all persons
participating in the meeting can hear each other, and participation in a meeting pursuant to this
By-law shall constitute presence in person at such meeting.

Section 6. Quorum; Vote Required for Action. At all meetings of the Board of Directors a
majority of the whole Board of Directors shall constitute a quorum for the transaction of
business. Except in cases in which the Articles of Incorporation or these Bylaws otherwise
provide, the vote of a majority of the directors present at a meeting at which a quorum is present
shall be the act of the Board of Directors.

Section 7. Organization. Meetings of the Board of Directors shall be presided over by the
Chairman of the Board, if any, or, in his absence, by the President, or in their absence, by a
chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in
his/her absence the chairman of the meeting may appoint any person to act as secretary of the
meeting.

Section 8. Action by Written Consent of Directors. Unless otherwise restricted by the Articles
of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of
the Board of Directors, or of any committee thereof, may be taken without a meeting if all
members of the Board of Directors or such committee, as the case may be, consent thereto in
writing, and the writing or writings are filed with the minutes of meetings of the Board of
Directors or such committee.

Section 9. Interested Directors; Quorum. No contract or transaction between the Corporation
and one (1) or more of its directors or officers, or between the Corporation and any other entity
in which one (1) or more of its directors or officers, are directors or officers, or have a financial
interest, shall be void or voidable solely for this reason, or solely because the director or officer
is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (i) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 10. Compensation. By resolution of the Board of Directors once the Corporation is licensed, each Director or Officer of the Corporation shall receive no compensation in the first three years but will be reimbursed for reasonable travel expenses, for attendance at each regular or special meeting of the Board of Directors, or any committee thereof. Whether the Board of Directors will be compensated on a going-forward basis after the expiration of the initial 3-year term will be subject to the discretion of the Shareholders upon a majority vote of the Shareholders of each class of stock entitled to vote.

ARTICLE III

COMMITTEES

Section 1. Executive Committee. The Board of Directors may, by resolution duly adopted by a majority of the whole Board of Directors, designate three (3) or more directors to constitute an Executive Committee, at least one of whom must be a director who is a Class B or Class C shareholder. One of such directors shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his/her term as a director, or until his/her earlier resignation from the Executive Committee, in either case unless sooner removed as a member of the Executive Committee or as a director by any means authorized by these Bylaws.

The Executive Committee shall have and may exercise all of the right, powers and authority of the Board of Directors, except as expressly limited by the Business Corporation Act of the State of Montana, as amended from time to time.

The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such places as may be provided by its rules. The Chairman of the Executive Committee or, in the absence of a Chairman, a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee, and another member thereof chosen by the Executive Committee shall act as Secretary. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members thereof shall be required for any action of the Executive Committee.
The Executive Committee shall keep minutes of its meetings and deliver such minutes to the Board of Directors.

Section 2. Other Committees. The Board of Directors may, by resolution duly adopted by a majority of the whole Board of Directors, appoint such other committee or committees as it shall deem advisable and with such limited authority as the Board of Directors shall determine from time to time.

Section 3. Other Provisions Regarding Committees. The Board of Directors shall have the power at any time to fill vacancies in, change the membership of, or discharge any committee. Members of any committee shall be entitled to such compensation for their services as such as from time to time may be fixed by the Board of Directors and in any event shall be entitled to reimbursement for all reasonable expenses incurred in attending committee meetings. Any member of a committee may waive compensation for any meeting. No committee member who receives compensation as a member of any one or more committees shall be barred from serving the Corporation in any other capacity or from receiving compensation and reimbursement of reasonable expenses for any such other service.

ARTICLE IV

OFFICERS

Section 1. Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one more Assistant Treasurers. The President shall have the power to appoint additional corporate officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of shareholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. The election or appointment of any officer by itself shall not create contract rights for such officer. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation, by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by: (i) the Board of Directors at any regular or special meeting or, (ii) if the office is one which was initially filled by the President, by the President.

Section 2. Powers and Duties of Officers. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed in a resolution by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

Section 3. Bonding of Officers and Employees. The officers and employees of the Corporation shall maintain a fidelity bond in favor of the Corporation as may be required by applicable law or by action of the Board of Directors.
ARTICLE V

DAY-TO-DAY MANAGEMENT

Section 1. The Board of Directors shall have the authority to hire a person or company (Manager) who will be responsible to the Board of Directors for the daily management of the Corporation in accordance with the policies and procedures established by the Board of Directors. The Manager shall be responsible for the appointment, tenure, and salaries of all employees of the Corporation. The Manager shall be responsible for the timely presentation to the Board of Directors of an annual program plan and for the development of a proposed budget in accordance with parameters established by the Board of Directors or any committee thereof. The Manager shall report at each meeting of the Board of Directors on the activities of the Corporation and related matters. The Manager need not be a member of the Board of Directors.

ARTICLE VI

STOCK

Section 1. Ownership Restrictions. Only shareholders of the Corporation who have been approved as a suitable underwriting risk shall have the right to purchase shares of the common stock of this Corporation.

Section 2. Availability. The shares available for purchase will be:

(1) 50,000 shares of Class A common stock authorized by the original Articles of Incorporation of this Corporation;
(2) 50,000 shares of Class B common stock authorized by the original Articles of Incorporation of this Corporation;
(3) 50,000 shares of Class C common stock authorized by the original Articles of Incorporation of this Corporation.

Section 3. Par Value. Shares of each class of stock in the Corporation shall have a par value of $200.

Section 4. Transfer Restrictions. Shareholders shall not sell, assign, transfer, gift, hypothecate, pledge, encumber or otherwise dispose of the shares, and the shares will not be transferable to any person, corporation, partnership or other entity in any manner, including, without limitation, assignment, gift, bequest, intestacy, seizure or sale by legal process, except with the prior written consent of the Corporation. The foregoing transfer restrictions shall not apply to any transfer by operation of law to any successor-in-interest to the business of a Class B Shareholder pursuant to merger, consolidation, reorganization or other changes in corporate structure, so long as (i) the Corporation approves the eligibility for insurance of such successor-in-interest, and (ii) such successor-in-interest continues to be insured by the Corporation. Any transfer or sale, purported transfer or sale, of shares in violation of the restrictions or applicable federal or state law shall be null, void, and ineffective against the Corporation.
Section 5. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman of the Board, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation specifying the number of shares in the Corporation owned by the holder. Any signature on such certificate may be a facsimile. If any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. A certificate representing shares of stock that are subject to restrictions on transfer or to other restrictions may have a notation of such restriction imprinted thereon.

Section 6. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new stock certificate in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 7. Redemption of Shares of a Departing Shareholder. In the event a shareholder of the Corporation no longer is insured by the Corporation for any reason whatsoever, the Corporation shall redeem the shares of such former insured effective the date of cancellation or termination of such insurance policy or policies at the lower of the cost of the stock or the book value of the stock as determined at the prior fiscal year-end. All distributions will be made after March 1 of each year at such date as determined by the Board of Directors and upon consent of the Montana Insurance Commissioner. Such redeemed shares shall be returned to the Treasury of the Corporation.

ARTICLE VII

INDEMNIFICATION

Section 1. Right to Indemnification. An individual made a party to a proceeding because the individual is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to an employee benefit plan may be indemnified against liability incurred in the proceeding if the individual: (a) conducted themselves in good faith; (b) reasonably believed in the case of conduct in their official capacity, that their conduct was in the Corporation’s best interests and in all other cases, that their conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceedings, had no reasonable cause to believe their conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or it equivalent is not, of itself, a determination that the director did not meet the necessary standard of conduct. Indemnification is limited to reasonable expenses incurred in connection with the proceeding. The Corporation shall be required to indemnify a person in connection with a Proceeding (or part thereof) initiated by such person only if the Proceeding (or part thereof) was authorized by the Board of Directors.
Section 2. Indemnification Not Permitted. The Corporation may not indemnify any director, officer, employee, or agent under this Article with respect to liability for (a) actions by or on behalf of the Corporation in which such person was adjudged liable to the Corporation; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) violations of the standards of care imposed by the state of Montana Nonprofit Corporation Act; or (d) any transaction from which the director, officer, employee, or agent derived an improper personal benefit. For purposes of this Section 2, no director shall be deemed to have obtained an improper personal benefit by virtue of the Corporation having entered into a contract or other business arrangement with such director or any company or organization with which the director is affiliated or associated, provided that such affiliation or association is disclosed to the Board of Directors prior to the Corporation entering into such contract or other business arrangement, and provided further that each such contract or other business arrangement between the Corporation and the director as affiliated or associated organization is approved in adverse by a majority of the full Board of Directors.

Section 3. Prepayment of Expenses. The Corporation may, in its discretion, pay the expenses (including attorney’s fees) incurred by a director or officer in defending a Proceeding in advance of its final disposition; provided, however, that the payment of such expenses shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 4. Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty (60) days after a written claim therefor has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim.

Section 5. Non-Exclusivity of Rights. The rights conferred on any person by this Article shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, these Bylaws, agreement, vote of shareholders or disinterested directors or otherwise.

Section 6. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership trust or other enterprise against such losses, whether or not the Corporation would have the power to indemnify such person against such losses under the State of Montana General Corporation Law.

Section 7. Other Indemnification. The Corporation’s obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another Entity shall be reduced by any amount such person may collect from such other Entity by way of indemnification, or from such other Entity’s insurance company.

Section 8. Amendment or Repeal. Any repeal or modification of any provision of this Article shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.
ARTICLE VIII
OPERATING AND REPORTING REQUIREMENTS

Section 1. Reinsurance. The Corporation may take credit for reserves on risks ceded to a reinsurer as long as it does not allow credit for reinsurance if the reinsurance contract does not result in the complete transfer of the risk or liability to the reinsurer or credit, as an asset or deduction from liability, to any ceding insurer for reinsurance unless the reinsurance is payable by the assuming on the basis of the liability of the ceding insurer under the contract reinsured without diminution because of the insolvency of the ceding insurer. The reinsurance must also be effected through a written agreement of reinsurance setting forth the terms, provisions and conditions governing the reinsurance.

Section 2. Change of Officers or Directors. The Corporation shall report to Montana’s Insurance Commissioner (the “Commissioner”) within thirty (30) days after any change in its executive officers or directors, including in its report a statement of the business and professional affiliations of any new executive officer or director.

Section 3. Compensation Restrictions. No director, officer, or employee of the Corporation may, except on behalf of the Corporation, accept, or be the beneficiary of, any fee, brokerage, gift, or other emolument because of any investment, loan, deposit, purchase, sale, payment or exchange made by or for the Corporation, but such person may receive reasonable compensation for necessary services rendered to the Corporation in his or her usual private, professional or business capacity. Any profit or gain received by or on behalf of any person in violation of this rule shall inure to and be recoverable by the Corporation.

Section 4. Change in Business or Other Information. The Corporation must receive the prior approval of the Commissioner in order to change the nature of the business stated in the Corporation's plan of operation filed with the commissioner. The Corporation will notify the Commissioner if there are any other changes in the information that the Corporation has already filed.

Section 5. Annual Audit. The Corporation must have an annual audit by an independent certified public accountant, authorized by the Commissioner, and must file the audited financial report with the Commissioner within one hundred and eighty (180) days of the Corporation's fiscal year end. The annual audit report is considered part of the Corporation's annual report of financial condition, except with respect to the date by which it must be filed with the commissioner. The annual audit must contain the following information, as prescribed by Montana law: the opinion of the independent certified public accountant; a report on evaluation of internal controls; the accountant's letter of qualifications; financial statements; and certification of loss reserves and loss expense reserves by an actuary approved by the Commissioner.

Section 6. Principal Place of Business. The Corporation’s principal place of business will be within the State of Montana. Its actual location within the state will be designated by the Board of Directors.
Section 7. Coverage Restrictions. The Corporation may not insure any risks other than those of the shareholders of the Corporation or their affiliated companies. The Corporation may not provide personal lines of insurance or provide health insurance coverage.

Section 8. Material Changes in Corporation. The Corporation shall submit to the Commissioner for approval a description of the coverages, deductibles, coverage limits, and rates, together with any additional information that the Commissioner may reasonably require. In the event of any subsequent material change in any of the items filed or submitted to the Commissioner, the Corporation shall submit an appropriate revision to the Commissioner for approval and may not offer any additional kinds of insurance until a revision of the description is approved by the commissioner. The Corporation shall inform the Commissioner of any change in rates within 30 days of the adoption of the change.

Section 9. Annual Report. On or before March 1 of each year, the Corporation shall submit to the Commissioner a report of its financial condition in a form and manner as required by the Commissioner, verified by oath of two of its executive officers. The Corporation shall report using generally accepted accounting principles, unless the commissioner requires the use of statutory accounting principles, with any necessary or useful modifications or additions required by the commissioner. The Commissioner may also require the report to be supplemented by additional information.

Section 10. Corporate Records. The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

The Corporation shall keep a copy of the following records at its principal office or a location from which the records may be recovered within two (2) business days: (a) its articles or restated articles of incorporation and all amendments to them currently in effect; (b) its bylaws or restated bylaws and all amendments to them currently in effect; (c) resolutions adopted by its Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations if shares issued pursuant to those resolutions are outstanding; (d) the minutes of all shareholders’ meetings and records of all action taken by shareholders without a meeting for the past three (3) years; (e) the financial statements available to shareholders for the past three (3) years; (f) a list of the names and business addresses of its current directors and officers; and (g) its most recent annual report delivered to the secretary of state.

ARTICLE IX

MISCELLANEOUS
Section 1. Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section 2. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of incorporation and the words “Corporate Seal”.

Section 3. Waiver of Notice of Meetings of Shareholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any meeting of the shareholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 4. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time.

Section 5. Amendment of Bylaws. These Bylaws may be altered or repealed, and new bylaws made, by the Board of Directors.

ATTEST TO BYLAWS: The undersigned, being the President of the Corporation does hereby certify that the foregoing is a true and correct copy of the bylaws of CROSSFIT RISK RETENTION GROUP, INC., duly adopted by said corporation by unanimous consent of all directors of the corporation on the 14th day of December, 2009.

(Corporate Seal)

NAME: Todd Widman
President

NAME: Dale Saran
Secretary

CROSSFIT RISK RETENTION GROUP, INC.
Office of the State Auditor  
State of Montana  
Department of Insurance  

CERTIFICATE OF AUTHORITY  
CAPTIVE  

THIS IS TO CERTIFY that, pursuant to Title 33, Chapter 28 of the Insurance Code of the State of Montana, 

CROSSFIT RISK RETENTION GROUP, INC. 

of Helena, MT, organized under the laws of Montana, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State of Montana, subject to the provisions of this certificate, insurance business as a captive risk retention group, as now or may hereafter be defined in the Insurance Laws of the State of Montana. 

This Certificate shall be effective on December 11, 2009. 

This Certificate is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all of the applicable laws and lawful requirements made under authority of the laws of the State of Montana as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter, be changed or amended. 

This Certificate is at all times the property of the State of Montana and shall continue in force as long as the Company is entitled thereto under the laws of the State of Montana and until suspended or revoked or otherwise terminated, at which time the Company shall promptly deliver this Certificate to the Insurance Commissioner of the State of Montana. 

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, at the State Capital, City of Helena, this 11th day of December, 2009. 

Monica J. Lindeen  
Montana Commissioner of Securities and Insurance  
Office of the State Auditor
EXHIBIT D
Subscription Agreement – B Shares
SUBSCRIPTION AGREEMENT

CROSSFIT RISK RETENTION GROUP, INC.

For

CLASS B COMMON STOCK

This Agreement is made between CrossFit Risk Retention Group, Inc. (“CrossFit RRG”) and ________________ (“CrossFit Affiliate” or “Subscriber”).

Pursuant to the terms and conditions stated herein and in consideration of the Professional Liability Insurance being offered by CrossFit RRG exclusively to its shareholders in exchange for the Subscriber’s agreement to purchase Class B common stock in CrossFit RRG and become an insured under the terms of the Professional Liability Insurance Policy to be underwritten and issued by CrossFit RRG, the CrossFit Affiliate hereby represents and agrees as follows:

1. The Subscriber represents that it is a CrossFit Affiliate of CrossFit, Inc. and is in good standing with CrossFit, Inc. as of the date of the execution of this Subscription Agreement.

2. The CrossFit Affiliate agrees to purchase five (5) shares of Class B Common Stock (“Class B Stock”) in CrossFit RRG for One Thousand Dollars and no cents ($1,000.00) (“Purchase Price”) subject to the terms and conditions stated herein, in the Articles of Incorporation of CrossFit RRG, the Bylaws of CrossFit RRG, and as further set forth in the Prospectus which accompanies this Subscription Agreement.

3. The CrossFit Affiliate acknowledges and agrees that the Class B Stock which it agrees to acquire is restricted stock, with no market value, and which may not be sold, assigned, transferred, pledged or hypothecated to any third party and may only be redeemed by CrossFit RRG on such terms and conditions as may be set forth in the Articles of Incorporation and Bylaws of CrossFit RRG or may be otherwise established pursuant to act of the Board of Directors of CrossFit RRG.

4. The CrossFit Affiliate agrees that it shall tender the Purchase Price for the Class B Stock together with an executed copy of this Subscription Agreement by returning the same to CrossFit RRG to the following address:

CrossFit RRG, c/o Pacific Risk Solutions, LLC 2897 Kalawao Street, Honolulu, Hawaii 96822 or via fax at 808-988-3217 or via email at tschmidt@pacificrisksolutions.com

5. CrossFit RRG agrees to keep the Purchase Price tendered by the CrossFit Affiliate in escrow with Wells Fargo Bank, N.A. until either a sufficient amount of money is obtained from all subscribers of all classes of stock in
CrossFit RRG to capitalize CrossFit RRG in the amount determined by the Montana Department of Insurance, at which time the escrowed amounts shall be released from escrow and remitted to CrossFit RRG; or, if a sufficient amount of money to capitalize CrossFit RRG is not obtained, the Subscriber shall have its Purchase Price refunded in full as provided in paragraph 7 of this Subscription Agreement.

6. The CrossFit Affiliate further acknowledges and agrees that the Purchase Price shall be used to fund capital and surplus requirement established by the Montana Department of Insurance (the “Department”) as a condition precedent to the issuance of the Professional Liability Insurance Policy, and to defray start-up and operational costs of CrossFit RRG.

7. In the event that an insufficient number of subscribers is obtained to meet the initial capital and surplus requirement of the Department by December 11, 2009 (the “Cancellation Date”), this Subscription Agreement shall be cancelled and the Subscriber’s Purchase Price shall be refunded the Purchase Price.

8. Subscriber acknowledges and agrees that it has received together with this Subscription Agreement a copy of the Confidential Offering Circular dated December 14, 2009, together with Exhibits A through E; and, Subscriber has had the opportunity to read the same and consult with legal counsel of Subscriber’s choosing before executing and returning this Subscription Agreement together with the Purchase Price.

9. This Subscription Agreement shall be governed under the laws of the state of Montana, the domiciliary state of CrossFit RRG. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

10. To the extent any provision contained herein is found by a court of competent jurisdiction to be inconsistent with the terms and conditions of the Articles of Incorporation and Bylaws of CrossFit RRG, the Articles of Incorporation and Bylaw shall control.

11. This Subscription Agreement may be executed in counterparts.

AGREED to this ____ day of ____________, 20__.  

By: ____________________________

Its: ____________________________

CROSSFIT AFFILIATE
Countersigned:

CROSSFIT RISK RETENTION GROUP, INC.

By: ____________________________

Its: ____________________________
EXHIBIT E

Professional Liability Errors & Omissions Policy
COMMON POLICY DECLARATIONS

<table>
<thead>
<tr>
<th>COMPANY NAME AREA</th>
<th>PRODUCER NAME AREA</th>
</tr>
</thead>
</table>

| NAMED INSURED: | |
| Mailing Address: | |

| POLICY PERIOD: FROM | TO | AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE |

1 BUSINESS DESCRIPTION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

<table>
<thead>
<tr>
<th>THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROFESSIONAL LIABILITY COVERAGE PART</td>
</tr>
<tr>
<td>COMMERCIAL GENERAL LIABILITY COVERAGE PART</td>
</tr>
</tbody>
</table>

NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guarantee funds are not available for your risk retention group.

| TOTAL: | $ | |

Premium shown is payable: $__________ at inception. $__________
PROFESSIONAL LIABILITY INSURANCE DECLARATIONS

PRODUCER: Nexo Insurance Services Inc.
19563 E. Main Street, Suite 206
Parker, CO 80138

PRODUCER #: 0001

RENEWAL OF: New Policy

Item 1. NAMED INSURED:

Item 2. ADDRESS:

Item 3. POLICY PERIOD: FROM May 15, 2009 TO May 31, 2010
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 4. LIMITS OF LIABILITY (Inclusive of claim expenses):

$1,000,000 Each Claim
$1,000,000 Policy Aggregate

Item 5. DEDUCTIBLE (Inclusive of claim expenses): $1,000 Each Claim

Item 6. PREMIUM:

Item 7. PROFESSIONAL SERVICES:
CrossFit Training and Exercise Programs conducted by licensed CrossFit Affiliates or Certified CrossFit Trainers

Item 8. RETROACTIVE DATE:

Item 9. ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:

<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Endorsement Form</th>
<th>Endorsement Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFPL 00001 1009</td>
<td></td>
<td>Errors and Omissions Policy Form</td>
</tr>
<tr>
<td>PN CW 02 05 05</td>
<td></td>
<td>Notice To Policyholders – Privacy Policy</td>
</tr>
<tr>
<td>PN CW 05 01 06</td>
<td></td>
<td>Notice To Policyholders-U.S. Treasury Department's Office Of Foreign Assets Control (&quot;OFAC&quot;)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Endorsement Form</td>
<td>Endorsement Title</td>
</tr>
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<td>--------------------</td>
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</tr>
<tr>
<td>Endorsement No. 001</td>
<td></td>
<td>In Witness Endorsement</td>
</tr>
<tr>
<td>Endorsement No. 002</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTICE**

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guarantee funds are not available for your risk retention group.

(Authorized Representative)

_Todd Widman, President_  
_Dale Saran, Secretary_  

GRR  
Form
**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

| COMPANY NAME AREA | Nexo Insurance Services, Inc.  
| | 19563 E. Main Street, Suite 206  
| | Parker, CO 80138 |

NAMED INSURED:  
MAILING ADDRESS:  

POLICY PERIOD:  FROM TO  
AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

<table>
<thead>
<tr>
<th>DESCRIPTION OF BUSINESS</th>
<th>LIMITS OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence – Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Annual Aggregate all coverage parts</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

RETROACTIVE DATE (CG 00 02 ONLY)  
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: None  
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

FORM OF BUSINESS:  
0 INDIVIDUAL  
PARTNERSHIP  
JOINT VENTURE  
TRUST  
LIMITED LIABILITY COMPANY  
ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION:  

---
### Classification and Premium

<table>
<thead>
<tr>
<th>Location Number</th>
<th>Classification Code No.</th>
<th>Premium Base</th>
<th>Rate</th>
<th>Advance Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Prem Ops</td>
<td>Prod/Comp Ops</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

State Tax or Other (if applicable) $ 

Total Premium (Subject to Audit) $ 

Premium Shown is Payable: 
- At Inception $ 
- At Each Anniversary $ 

(If policy period is more than one year and premium is paid in annual installments) 

Audit Period (If Applicable) 
- 0 Annually 
- 0 Semi-Annually 
- 0 Quarterly 
- 0 Monthly 

### Endorsements

Endorsements attached to this policy: 

- 
- 
- 

These declarations, together with the common policy conditions and coverage form(s) and any endorsement(s), complete the above numbered policy.

Countersigned: 

By: (Authorized Representative) 

(Date) 

Note: Signatures may be inserted here, on the policy cover or elsewhere at the company's option.
CrossFit Risk Retention Group, Inc.  PROFESSIONAL LIABILITY POLICY
A Stock Company  DECLARATIONS
(herein called “the Company”)

POLICY No.: EO

Renewal/Rewrite of: ________________ New

<table>
<thead>
<tr>
<th>“Named Insured” and Mailing Address</th>
<th>Producers Name and Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

"POLICY PERIOD": From 11/01/2009 to 11/01/2010 At 11-01:A.M. Standard Time at the address of the "Named Insured" as stated herein In consideration of the payment of premium, in reliance upon the statements herein Or attached hereto and subject to all of the terms of this policy, the Company agrees with the "Named Insured" as follows:

Item I  “Named Insured’s Business:
   CrossFit Affiliate or CrossFit Trainer

Item II  Limits of Liability:
   $1,000,000 Each “Claim” / $1,000,000 Aggregate

Item III  Deductible
   $5,000 Per Claim (including “Claims Expenses”)

Item IV  Retroactive Date
   Policy Inception Date

Item V  Premium
   $58,123.00 Example Premium

Item VI  Forms attached at inception: See Schedule of Forms CRRG 0001 0809
NOTICE – CLAIMS MADE INSURANCE POLICY

Except to such extent as may otherwise be provided herein, the coverage afforded by this policy is limited generally to liability for only those claims that are first made against the insured while the policy is in force. Please review the policy carefully and discuss the coverage thereunder with your insurance agent or broker or legal adviser.

NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance solvency guarantee funds are not available for your risk retention group.

A SIGNED COPY OF THE “NAMED INSURED” APPLICATION FOR THIS POLICY IS MADE A PART HEREOF, AT INCEPTION.

This policy is not binding unless countersigned by CrossFit Risk Retention Group, Inc. or its Authorized Representative.

Countersigned On:

Date: _____--/--/2009____

At: ___________Helena, Montana___________

Counter Signed By: ________________________________

Authorized Representative
**SCHEDULE OF FORMS**

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECPL0001 0809</td>
<td>PROFESSIONAL LIABILITY DECLARATION</td>
</tr>
<tr>
<td>CRRG 0001 0809</td>
<td>PROFESSIONAL LIABILITY INSURANCE (CLAIMS MADE)</td>
</tr>
<tr>
<td>End1 0809MP</td>
<td>MINIMUM RETAINED PREMIUM</td>
</tr>
<tr>
<td>End2 0809EX</td>
<td>CrossFit AFFILIATE OR TRAINER – ADDITIONAL EXCLUSIONS</td>
</tr>
<tr>
<td>End3 0809TR</td>
<td>PROFESSIONAL LIABILITY TERRORISM EXCLUSIONS (ABSOLUTE)</td>
</tr>
<tr>
<td>End4 0809SS</td>
<td>SERVICE OF SUIT</td>
</tr>
</tbody>
</table>

CrossFit Risk Retention Group, Inc.
PROFESSIONAL LIABILITY INSURANCE

Claims-Made

This is a Claims-Made Policy. Coverage afforded by this policy is limited to liability for only those “Claims” that are first made against you and reported in writing to us during the policy period or an extended “Claim” reporting period. Please review this policy carefully to determine your rights, duties and what is and is not covered. Our limit of liability will include the amounts incurred for “Damages” and “Claims” against the deductible, if applicable, borne by the insured.

Throughout this policy, the words “you” and “your” refer to the “Insured.” “Insured” means: any person or organization qualifying as such under Section II. Definitions, the words “we”, “us” and “our” refer to CrossFit Risk Retention Group, a Montana Stock Company, (the “Company”) providing this insurance. Refer to “Section II. Definitions” for the meaning of other phrases that appear in quotation marks.

In consideration of the premium paid, and in reliance upon the statements in the Application which is made a part of this Policy, and subject to the terms and conditions of this Policy and the Declarations, the Company agrees with the “Named Insured” as follows:

I. INSURING AGREEMENT

We will pay on behalf of the “insured” those amounts in excess of the Deductible, if applicable, stated in the Declarations which you are legally obligated to pay as “Damages” for a “Claim” which is first made against you during the “policy period” and reported to us in writing during the “policy period”, or an Extended “Claim” Reporting Period, provided that the following additional conditions are met:

A. The “claim”, results from a “professional incident” that takes place within the POLICY TERRITORY;
B. The “claim” results, from a “professional incident” that takes place during the “policy period” or on or after the “retroactive date” stated in the Declarations;
C. Prior to the effective date of this policy, no “Insured” had knowledge of a “professional incident” or circumstance that could reasonably be expected to result in a “claim”; and
D. We receive notice of a “claim” within sixty (60) days after the expiration or termination date of this policy in accordance with:
   1. Section VII. “INSURED’S” DUTIES IN THE EVENT OF A “CLAIM”
   2. Section V. Extended “CLAIM” REPORTING PERIOD.
Our obligation to pay “damages” applies only to the amount that exceeds the deductible, if any, stated in the Declarations.

We have the right and duty to defend any “claim” or suit against the “Insured” seeking “damages” because of a “professional incident”, even if any of the allegations of the suit are groundless, false or fraudulent. We may make such investigations of any “claim” or suit as we deem expedient. We shall not be obligated to pay settlement, judgment and/or “claims expenses” or to defend any “claim” or suit after the applicable limit liability has been exhausted by payment of “damages” and/or “claims expenses”:

We have no obligation and/or any duty to defend any “claim” or suit for which coverage is excluded hereunder or not otherwise afforded by this policy and we shall not be obligated to pay any “claims expenses” incurred by the “Insured” in the defense of any “claim” or suit not covered by this policy.

II. DEFINITIONS

A. “Advertising Activities” means a notice that is broadcast or published to the general public or specific market segments about your products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   1. Notices that are published include material placed on the Internet or on similar electronic means of communication, and
   2. Only that part of a web-site that promotes your goods, products or services for the purpose of attracting customers or supporters shall be considered “Advertising Activities.”

B. “Advertising Injury” means injury arising out of one or more of the following alleged occurrences committed in the course of the “Named Insured’s” “Advertising Activities”:
   1. Libel, slander or defamation;
   2. Disparaging a person’s organization’s goods, products or services;
   3. Oral or written publication of material that violates a person’s right of privacy,
   4. Misappropriation of advertising ideas or style of doing business;
   5. Piracy or unfair competition;
   6. Use of another’s advertising ideas; or
   7. Infringing upon another’s copyright, title, slogan, patent, trademark, trade name, trade dress, or service mark.

C. “Automobile” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto). “Automobile” also includes vehicles commonly described as mobile equipment, whether or not self-propelled, subject to vehicle registration or designed for use principally off public roads.
D. “Bodily Injury” means physical injury, sickness, disease, mental anguish, or emotional distress sustained by a person, including death resulting from any of these any time.

E. “Claims” means

1. A demand received by you for money or services; or
2. A written notice received by any “Insured” resulting from a “Professional Incident” that may result in a demand for money or services; or
3. Service of suit, or notice received of the litigation of arbitration or other proceedings against you. “Claim” includes “related claims”. “Related claims” means two or more “Claims” arising out of a negligent act, error or omission or negligent acts, errors or omissions that are logically or causally connected.

F. “Claim Expenses”

1. Fees charged by an attorney designated by us;
2. All other fees, costs and expenses resulting from the investigation, adjustment, and defense of a “claim”; and the premiums for appeal, attachment or similar bonds, but only for bond amounts that are within our limit of liability.
3. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under this policy;
4. Allowable expenses of $250 per day but no more than $5,000 in total for the compensation to all “Insureds” for personally attending any legal proceeding at our request. These allowable expenses shall not be applied towards reducing the applicable deductible amount and are in addition to the limit of liability.

“Claim Expenses” do not include salaries or expenses of our regular employees or officials.

G. “Damages” means a monetary judgment, award or settlement. However, “damages” does not include:

1. Punitive or exemplary damages or any damages which are a multiple of compensatory damages;
2. Amounts the “Insured” as required to pay as restitution;
3. Fines, penalties, sanctions, taxes or fees assessed against any “Insured”;
4. Judgments or awards arising from acts deemed uninsurable bylaw.

H. “Discrimination” means any alleged violation of any right which is or may be protected by state or federal constitutions, statutory or common law, ordinance, rule or regulation which prohibits conduct that has an unfavorable, unfair or disparate affect on individuals because of their personal status or characteristics, including but not limited to race, color, religion, national origin, age, sex, marital or parental status, sexual orientation or preference, disability, handicap, pregnancy, medical condition, or any other physical or mental characteristics or impairment;
I. “Insured” means:
   1. The “Named Insured”;
   2. Your current principals, partners, executive officers, directors, stockholders, trustees or employees or independent contractor Level 1 Certified Trainers while acting on your behalf within the course and scope of their duties as such;
   3. Your heirs, executors, administrators, and legal representatives in the event of death, incapacity or bankruptcy, but only for liability arising out of a “professional incident” performed by or on behalf of the “Named Insured” prior to such “Insured’s” death, incapacity or bankruptcy;
   4. Leased personnel under you supervision, but only while acting on your behalf within the course and scope of their lease agreement and only if the “Named Insured” has agreed in writing to provide insurance to leased personnel;
   5. Any temporary worker under your supervision, who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

J. “Intellectual Property” means property that is created through the intellectual efforts of its creator which is claimed to be protected by law.

K. “Named Insured” means the entity or individual named in the Declarations and any subsidiaries directly owned by the Named Insured which is engaged in a certified or licensed Crossfit activity,

L. “Other Insurance” includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, inter-insurance exchanges, mutual insurance companies, stock insurance companies, risk retention groups, reciprocal exchanges, mutual benefit or assistance programs, or any other plan or agreement of risk assumption.

M. “Personal Injury” means injury, other than “advertising injury” or “bodily injury”, arising out of one or more of the following alleged wrongful conduct,
   1. False arrest, detention or imprisonment;
   2. Malicious prosecution;
   3. Wrongful entry or wrongful eviction;
   4. Invasion of right of private occupancy;
   5. Oral or written publication of material that slanders or libels a person or organization or defames or disparages a person’s or organization’s goods, products or services;
   6. Oral or written publication of material that violates a person’s right of privacy.

N. “Policy Period” means the period noted in the Declarations, or any shorter period resulting from a termination or cancellation of this policy.
O. “Professional Incident” means a negligent act, error or omission in the rendering of, or failure to render “professional services” by you or a person acting under your direction, control or supervision and for whose acts, errors or omissions you are legally liable.

P. “Professional Services” means work performed by you for others involving CrossFit Training and Exercise Programs conducted by licensed CrossFit Affiliates or Certified CrossFit Trainers.

Q. “Property Damage” means:
   1. Physical injury to or destruction of tangible property, including all resulting loss of use of that property; or
   2. Clean-up costs; or
   3. Loss of use of tangible property that has not been physically injured or destroyed.

R. “Retroactive Date” means the date stated in Item 5 of the Declarations and is the earliest date that “professional incidents” to which this insurance applies which will be covered by this policy.

S. “Sexual Harassment” means behavior of a licentious, immoral or sexual nature including, but not limited to, physical abuse, sexual abuse, sexual advances, sexual harassment, coercion, quid-pro-quo offer of work-favor for sexual favors, or other verbal or physical conduct of a sexual nature that detrimentally affects the working environment or that creates a hostile work environment.

T. “Trade Secret” means any information, including but not limited to customer lists, formulas, patterns, methods, programs, techniques, processes or a compilation which is claimed to be confidential, proprietary and subject to protection from use or disclosure by applicable law;

U. “Wrongful Act” means any act, error, omission, misstatement, misleading statement, neglect or breach of duty owed to the corporation individually or collectively by the directors or officers of the “Named Insured”. It is agreed that any “claim” or suit that is customarily covered in whole or in part by a Directors and Officers Liability policy shall not be covered under this policy.

III. POLICY TERRITORY

This policy applies to "professional incidents" anywhere in the world provided the original suit for such damages is brought within the United States of America, its territories or possessions.

IV. EXCLUSIONS

This Policy does not apply to:

   A. any “claim” made by any “Insured” against any other “Insured”;
   B. any liability based upon or arising out of any “claim” or circumstances that is reported to any other insurer by an “Insured” prior to the effective date of this policy;
   C. any liability based in whole or in part on any knowingly wrongful, dishonest, fraudulent, criminal or malicious act committed by or at the directory of any “Insured” in the course
of providing “professional services”. This exclusion does not apply to any liability of the “Named Insured” who did not personally participate or personally commit the knowingly wrongful, dishonest, fraudulent, criminal or malicious act, if coverage would otherwise be afforded for the resulting “damages” by this policy;

D. any liability based upon or arising out of the ownership, maintenance, use, loading, unloading, or entrustment to others, including the loaning thereof, of:
   1. any airplane, helicopter or aircraft;
   2. any “automobile”, motorcycle, moped, truck, three-wheeler, snowmobile or other motor vehicle of whatever type of nature, whether designed for travel on or off public roads, or
   3. any motor or sail boats or other watercraft, of whatever type of nature, owned, operated, rented by or loaned to any “Insured”;

E. any liability based upon or arising out of any "professional incident" or circumstances that any "Insured" knows or should reasonably anticipate would result in a "claim" prior to the effective date of this policy;

F. any liability based upon or arising out of the use of any airplane, helicopter or aircraft;

G. any liability based upon or arising out of the use of any "automobile", motorcycle, moped, truck, three-wheeler, snowmobile or other motor vehicle of whatever type or nature, whether designed for travel on or off public roads,

H. any liability based upon or arising out of the use of any motor or sail boats or other watercraft, of whatever type or nature, owned, operated, rented by or loaned to any "Insured";

I. any liability based upon or arising out of the accessing or misuse of confidential information;

J. any liability based upon or arising out of any misappropriation, infringement, or use of a copyright, title, slogan, patent, trademark, trade name, trade dress, service mark, domain name, "trade secret" or any violation of an "intellectual property" right or law;

K. any liability based upon or arising out of any refusal to employ; termination of employment; or coercion, demotion, discipline, evaluation, reassignment or other employment-related act, omission, policy or practice. This exclusion applies whether you are held liable as an employer or in any other capacity;

L. any liability based upon or arising out of "discrimination"; violation of civil rights; or any allegation that a person was subjected to unfair: treatment or a denial or reduction of benefits, privileges or accommodations in violation of any, law; statute, ordinance, or regulation designed to: ensure equal access to opportunities, goods, services, facilities, and accommodations;

M. any liability based upon or arising out of "sexual harassment";

N. any business enterprise:
1. that is wholly or partly owned by you or to any "Claim" made by or against any business enterprise not named in the Declarations;  
2. that wholly or partly owns you;  
3. in which you are a partner, any subsidiary, affiliate or sister company of yours,  
4. that controls, operates or manages you;  
5. in which you are a partner, employer, officer, director, sole proprietor, stockholder or trustee; or to any "Claim" made against  
   a. you, solely because you are a partner, employer, officer, director, sole proprietor, stockholder or trustee for any person or legal entity not named in the Declarations.  

This exclusion does not apply if the business enterprise is listed as an "Insured" in this policy or in an endorsement attached hereto.  

O. any liability based upon or arising out of the deficiency or malfunction of any product, process, technique or equipment which is sold, manufactured or furnished by or on behalf of the "Insured";  
P. any liability based upon or arising out of express warranties or guarantees;  
Q. any liability based upon or arising out of fee disputes;  
R. any liability based upon or arising out of nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from a nuclear facility;  
S. any liability based upon or arising out of the presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any substances including asbestos which are or may be injurious to public health or the environment (herein called hazardous substances) into or upon land, the atmosphere or any water course or body of water.  

It is further agreed, that this policy does not apply to any liability including expenses for:  

1. the costs of clean up or removal of hazardous substances; or  
2. the cost of such actions as may be necessary to monitor, assess and evaluate: the presence, discharge, dispersal; escape, release, or threat of same, of hazardous substances. Or  
3. the cost of disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
4. any loss, cost or expense arising out of any governmental direction or request that
   the “Insured” test for, monitor, clean up, remove, contain; treat, detoxify or
   neutralize pollutants.

T. any liability of an "Insured" as a result of "bodily injury" to an employee, leased worker or
   temporary worker or the spouse or relative of an employee, leased worker or temporary
   worker; or to any obligation of the "Insured" to indemnify or to assume the defense or
   indemnity of another because of such "bodily injury";

U. any obligation for which the "Insured" or any carrier as his insurer may be liable, under
   any Workers' Compensation, Unemployment Compensation, Disability Benefits Law, the
   Employee Retirement Income Security Act of 1974, as amended and in effect from time to
   time, or any rule or regulation promulgated thereunder, or under any similar law; and to
   any liability arising out of the sickness, disease or death resulting therefrom of any
   employee of the "Insured" arising out of and in the course of his employment by the
   "Insured"; or to any liability based upon or arising out of the performance of the
   "Insured's" duties in their capacity as a fiduciary, as defined and described in the
   Employee Retirement Income Security Act of 1974, as amended and in effect from time to
   time, or any rule or regulation promulgated thereunder, or under any similar law.

v. EXTENDED "CLAIM" REPORTING PERIOD
   A. Automatic Extended "Claim" Reporting Period

      If we or you terminate or non-renew this insurance for any reason, other than:

      1. non-payment of premium;
      2. non-payment of deductible;
      3. non-compliance with any terms and conditions of this policy; or
      4. fraud or material misrepresentation;

      you shall be entitled to a period of (60) sixty days from the date of policy expiration or
      termination to report "claims" which take place on or after the retroactive date and prior
      to such expiration or termination date. This Automatic Extended "Claim" Reporting Period
      may not be canceled by us and does not require payment of an additional premium.

      If the Optional Extended "Claim" Reporting Period offered in item B. below is purchased,
      then this Automatic Extended "Claim" Reporting Period shall be included within such
      Optional Extended "Claim" Reporting Period.

      The Automatic Extended "Claim" Reporting Period does not reinstate or increase the
      Limits of Liability of this policy.
The Automatic Extended "Claim" Reporting Period does not extend the "policy period" or change the scope of coverage afforded by this policy.

B. Optional Extended "Claim" Reporting Period

If we or you terminate or non-renew this insurance for any reason, other than:

1. non-payment of premium;
2. non-payment of deductible;
3. non-compliance with the terms and conditions of this policy; or
4. fraud or material misrepresentation;

upon the payment of an additional premium, you shall have the option to extend the period by which a "claim" that takes place on or after the retroactive date and prior to the expiration or termination date can be made against you and reported to us.

The premium for the Optional Extended "Claim" Reporting Period shall not exceed 175% of the annual premium for one (1) year. The purchase of an Optional Extended "Claim" Reporting Period shall be endorsed hereon.

Your right to purchase the Optional Extended "Claim" Reporting Period must be exercised by notice in writing to us, not later than thirty (30) days after the expiration or termination date of this policy. Effective notice must indicate the number of months up to 12 months for which you are requesting the Optional Extended "Claim" Reporting Period and must include payment of premium for such period. If such written notice and the premium are not received by us within (30) days, then you shall not be entitled to purchase an Optional Extended "Claim" Reporting Period at a later date.

At the commencement of any Optional Extended "Claim" Reporting Period, the entire additional premium shall be deemed earned, and in the event You terminate the Optional Extended "Claim" Reporting Period before its term for any reason, we shall not be obligated to return to you any portion of the premium.

The purchase of an Optional Extended "Claim" Reporting Period does not reinstate or increase the Limits of Liability of this policy.

Our liability shall further be limited to cover only those "claims" arising out of "professional incident" that takes place subsequent to the "retroactive date" and prior to the expiration or termination date of this policy. The Optional Extended "Claim" Reporting Period does not extend the "policy period" or change the scope of coverage afforded by this policy.
With respect to items A and B above, any claims reported during an Extended “Claim” Reporting Period must be reported in accordance with Section VIII., “INSURED’S” DUTIES IN THE EVENT OF A “CLAIM”.

VI. LIMITS OF LIABILITY

The applicable limit of liability stated in the Declarations is the maximum we shall pay regardless of the number of

i. "Insureds";

ii. individuals or organizations that make a "claim"; or

iii. "claims" made.

A. Limit of Liability Each "Claim"

The limit of liability shall apply in excess of the Deductible, if applicable, stated in the Declarations. The liability of the Company for each “claim” or series of “related claims” shall not exceed the amount stated in the Declaration as applicable to each “claim”. This limit is the maximum amount the Company will pay for “claim expense(s)” and “damages” attributable to each “claim” or series of “related claims”, including those “claims” or “related claims” reported in accordance with Section V. Extend “Claim” Reporting Period. If two or more policies issued by us apply to the same "claim" or "related claims", then each "claim" limit shall not exceed the amount stated in the Declarations of the policy in effect at the time the first "claim" was made.

B. Limit of Liability Aggregate

Subject to Limit of Liability - Each "Claim", the liability of the Company shall in no event exceed the amount stated in the Declarations as aggregate as a result of all "claims". This limit is the total amount of "claim expense(s)" or "damages" or both that the Company will pay under this policy for all "claims" including those "claims" reported in accordance with Section V., Extended "Claim" Reporting Period.

C. Deductible Each Claim

The deductible amount stated in the Declarations applies to each "claim" and shall be paid by the "Named Insured". The deductible shall be applied to the payment of "damages" or "claim expense(s)" or both.

The Company may advance payment of part or all of the deductible amount and, upon notification of such payment made, the "Insured" must promptly reimburse the Company for the deductible amounts advanced by the Company.
Once the limits of liability have been exhausted by payment of "damages" and/or "claim expense(s)", the Company will not defend or pay "damages" or "claim expense(s)" for any "claim".

VII. “INSURED’S” DUTIES IN THE EVENT OF A “CLAIM”

Each "insured" must comply with the following conditions:

A. If a "claim" to which this policy applies is made against you, then you must give written notice, as soon as practicable, and as otherwise required by this policy to us.

B. With regard to Item II. DEFINITIONS, E. 1, 2 and 3, when a "claim" is reported in writing to us, the notice must contain reasonably obtainable information regarding the alleged act, error or omission including, but not limited to names of the potential witnesses, name of the alleged claimant(s), and the extent and type of "claim" anticipated.

C. You must cooperate with us in the defense and investigation of any "claim". We may require that you submit to examination under oath, if required, produce and make available all records, documents and other materials which we deem relevant to the "claim".
   1. You must also, at our request, attend hearings, depositions and trials.
   2. In the course of investigation or defense you must provide us with written statements as requested by us or your attendance at meetings with us.
   3. You must assist us in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses, all without charge to us.

D. The right to either accept or reject arbitration of any "claim" by you shall be exercised only with our written consent.

E. Except and to the extent otherwise provided in this policy, you must not make any payment, admit any liability, settle any "claim" or assume any obligations without our prior written consent.

F. You must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that you may have.

G. You shall refrain from discussing the facts and circumstances of any "claim" with anyone other than our legal counsel, legal counsel retained for you by us, or our representatives.

VIII. Other Conditions

A. Transfer of Rights of Recovery

If there is a payment made by us; we shall be subrogated to all of your rights of recovery against any person or organization. You will cooperate with us and do whatever is necessary to secure these rights. You must not waive or prejudice such rights. We agree to waive this right of subrogation against a client of the "insured" to the extent that the "insured" had, prior to the "claim", entered into a written, duly executed agreement to waive such right.
B. How Other Insurance Applies

This insurance shall be excess of and not contribute with "other insurance", whether collectable or not, that affords coverage for a "professional incident". If one or more policies issued by us and one or more policies issued by another insurer apply to the same "claim" or "related claims", our pro-rata share will be determined by the total of the Limits of Liability of our policy in effect at the time the first "claim" was made and reported to us in writing and the Limits of Liability of all "other insurance".

This condition does not apply to "other insurance" that is written to apply in excess of the limits provided by this policy.

The insurance afforded by this policy does not apply to any "professional incident" for which an Insured has coverage under any other policy issued by us.

C. Changes Made to this Policy

The terms and conditions of this policy cannot be waived or changed except by specific written endorsement issued by us and made part of the policy.

D. Assignment of the "Insured's" Interest

The interest of the "Insured" under this policy is not assignable to any other person or organization.

E. Cancellation

This policy may be canceled by the "Named Insured" by returning the policy to us or its authorized representatives. The "Named Insured" can also cancel this policy by written notice to the Company stating at what future date cancellation is to be effective. If the "Named Insured" cancels, earned premium shall be computed using the customary short rate table or the amount stated elsewhere in this policy as Minimum Earned Premium, whichever is greater.

This policy can be canceled by us by written notice to the "Named Insured", at the address last known to us. We will provide written notice at least thirty (30) days before cancellation is to be effective.

There are exceptions to the length of the notice that must be provided to the "Named Insured". The "Named Insured" will only be entitled to at least ten (10) days notice if we cancel:

1. because you have failed to pay a premium when due; or
2. because you have failed to pay applicable deductible amounts due.

If we cancel, earned premium will be computed pro-rata, except that if we cancel for the reason specified in 1. or 2. above, earned premium will be computed in the same manner provided above when the "Named Insured" cancels.

The mailing of any notice of cancellation shall be sufficient proof of notice.

The effective date of cancellation terminates the "policy period". Return of unearned premium is not a condition of cancellation. Unearned premium will be returned by us as soon as practicable.

F. Bankruptcy

Bankruptcy or insolvency of the "Insured" or the "Insured's" estate shall not relieve us of any of our obligations under this policy.

G. Application

The statements in the Application are your representations and are deemed material. This policy is issued based upon the truth and accuracy of such representations. Upon the binding of coverage, the Application shall be attached and become part of this policy.

H. Audit

We may examine and audit your books and records at any time during the "policy period" and within three (3) years after the final termination of this policy, as far as they relate to this policy.

I. Multiple "Insureds", "Claims" and Claimants

The number of "Insureds" covered by this policy shall not operate to increase the limits of liability as specified in the Declarations. A series of "related claims" will be considered a single "claim". This policy shall only apply if the first or earliest "claim" arising from a "professional incident" is made during the "policy period". These provisions apply regardless of the number of "Insureds" involved in such a "claim", the number of "claims" made, or the number of people or organizations that make the "claim". The number of "claims" made or the number of people or organizations that make "claims" shall not operate to increase the limits of liability as specified in the Declarations.

Once a "claim" has been first made under this policy or a predecessor or successor policy of the Company,
only the policy against which the "claim" was first made and reported to us shall be available to pay "damages and or "Claims expenses", if coverage is afforded by the policy, and under no circumstances will any other policy of the Company apply.

J. Action Against Us:

No action shall be brought against us by you to recover for any loss or "damages" under this policy unless, as a condition precedent thereto you have fully complied with all the terms and Conditions of this policy; and the amount of such, loss or "damages" has been fixed or rendered certain:

   a. by final judgment against you after trial of the issues; or
   b. the time to appeal such judgment has expired without an appeal being taken; or
   c. if appeal is taken, after the appeal has been determined; or
   d. the "claim" is settled in accordance with the terms and conditions of this policy.

In no event shall any action brought by anyone be maintained against us unless such action is brought within twenty-four (24) months from the time the right to bring action first becomes available.

K. False or Fraudulent Claims

If you report any "claim" knowing such "claim" to be false or fraudulent, this policy shall become void and all insurance coverage hereunder shall be forfeited as of the inception date of this policy.

L. Terms and Conditions of Policy Conformed to Statute

Where necessary, the terms and conditions of this policy will be amended to conform to applicable law.

M. Premium

The premium amount for this policy is stated in the Declarations and is for coverage for the "policy period". If during the "policy period" there is a change in coverage afforded, we have the right to adjust the premium as of the date of change. Any premium adjustment shall be made in accordance with our prevailing rules and rates.

Premium shown as advance premium is a minimum and deposit premium. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable by notice to the first "Named Insured".

If the premium for this policy is a flat premium, it is not subject to adjustment.
This policy shall not be binding upon the Company unless accompanied by a signed Application: and a Declarations Page countersigned on the aforesaid Declarations page by a duly authorized representative of the Company.
R.I.C.O. EXCLUSION

In consideration of the premium charged, it is agreed that such insurance as is afforded by this policy does not apply to any extent to any claim made or suit brought against the Insured because of "any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 USC Sections 1961 Et Seq, and any amendments thereto, or any rules or regulations promulgated there-under".

It is further agreed that with respect to any “claim” made or suit brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment, or attorney fees arising out of such claims.
MINIMUM RETAINED PREMIUM

It is agreed that in the event of cancellation of this policy by the Insured as specified herein, return premium shall be computed at .90 of the pro rata unearned policy premium (or minimum premium if applicable) subject however to a retention by the Company of not less than 25% of the premium shown on the declarations or renewal certificate. Nothing in this endorsement is deemed to affect the Company's cancellation rights.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for nonpayment, subject, however, to retention by the Company of the minimum premium as shown above.
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY TERRORISM EXCLUSION

(ABSOLUTE)

This endorsement modifies insurance provided under the following

PROFESSIONAL LIABILITY COVERAGE PART

This policy does not apply to "damages", including but not limited to "bodily injury", "property damage", "personal injury" or advertising injury" arising, directly or indirectly, out of an "act of terrorism".

"Act of terrorism" means activities against persons, organizations or property of any nature:

A. That involve the following or preparation for the following:
   1. Use or threat of force or violence; or
   2. Commission or threat of a dangerous act; or
   3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

B. When one or both of the following applies:
   1. The effect is to intimidate or coerce a government of the civilian population or any segment thereto; or to disrupt any segment of the economy, or
   2. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
SERVICE OF SUIT

(NOT APPLICABLE IN DELAWARE AND NEW JERSEY)

In the event of our failure to pay any amount claimed to be due, we, at your request, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

Service of process in such suit may be made upon suit instituted against any one of them upon this contract, we will abide by the final decision of such Court or of any late Court in the event of an appeal.

The above named is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or which make provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor: or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and we hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.
Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.

CFRRG End MT 0001 1009

Endorsement XI

It is agreed that Section III – A – Cancellation is modified to include as respects State of Montana:

**33-15-1103. Midterm cancellation.** (1) An insurer may not cancel an insurance policy before either the expiration of the agreed term or 1 year from the effective date of the policy or renewal date, whichever is less, except:
   (a) for reasons specifically allowed by statute;
   (b) for failure to pay a premium when due; or
   (c) on grounds stated in the policy which pertain to the following:
      (i) material misrepresentation;
      (ii) substantial change in the risk assumed, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk when the contract was written;
      (iii) substantial breaches of contractual duties, conditions, or warranties;
      (iv) determination by the commissioner that continuation of the policy would place the insurer in violation of this code;
   (v) financial impairment of the insurer; or
   (vi) any other reason approved by the commissioner.
   (2) Except as provided in 33-23-401, cancellation under subsection (1) is not effective until 10 days after a notice of cancellation is either delivered or mailed to the insured.
   (3) Subsections (1) and (2) do not apply to a newly issued insurance policy if the policy has been in effect less than 60 days at the time the notice of cancellation is mailed or delivered. A cancellation under this subsection is not effective until 10 days after the notice is delivered or mailed to the insured.
   (4) If a policy has been issued for a term longer than 1 year and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, the insurer may not cancel the policy except:
      (a) for reasons specifically allowed by statute;
(b) for failure to pay a premium when due; or
(c) on grounds stated in the policy which pertain to those grounds listed in subsection (1)(c).
COVERAGE PART B – LIMITED COMMERCIAL GENERAL LIABILITY -

A. Coverages

1. Limited Commercial General Liability

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" solely arising out of CrossFit Training and Exercise Programs conducted by licensed CrossFit Affiliates or Certified CrossFit Trainers to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", to which this insurance does not apply. We may at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph D. – Liability And Medical Expenses Limits Of Insurance in Section II – Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph f. Coverage Extension – Supplementary Payments.

   b. This insurance applies:

(1) To "bodily injury' only if:

   (a) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory";

   (b) The "bodily injury" occurs during the policy period; and

   (c) Prior to the policy period, no insured listed under Paragraph C.1. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" occurred, then any continuation, change or resumption of such "bodily injury" during or after the policy period will be deemed to have been known before the policy period.

(2) Caused by or arising out of your business during CrossFit Training and Exercise Programs conducted by licensed CrossFit Affiliates or Certified CrossFit Trainers but
only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" "will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury"

(3) Becomes aware by any other means that "bodily injury" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

f. Coverage Extension – Supplementary Payments

(1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(a) All expenses we incur.

(b) Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(c) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
(e) All costs taxed against the insured in the "suit".

(f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the limit of liability.

(2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(b) This insurance applies to such liability assumed by the insured;

(c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

(e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(f) The indemnitee:

(i) Agrees in writing to:

   i. Cooperate with us in the investigation, settlement or defense of the "suit";

   ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
iii. Notify any other insurer whose coverage is available to the indemnitee; and

iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(ii) Provides us with written authorization to:

i. Obtain records and other information related to the "suit"; and

ii. Conduct and control the defense of the indemnitee in such "suit".

(3) So long as the conditions in Paragraph (2) are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) Exclusions in Section II – Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or

(b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above are no longer met.

2. Medical Expenses

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the Limits of Insurance of Section II – Liability. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

B. Exclusions

1. Applicable To Commercial General Liability Coverage This insurance does not apply to:

a. Contractual Liability

"Bodily injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
b. Liquor Liability

"Bodily injury" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

c. Workers' Compensation And Similar Laws - Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employer's Liability "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

   (a) Employment by the insured; or

   (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

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(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

   (I) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

   (II) "Bodily injury" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

   (III) "Bodily injury" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

   (i) Any insured; or

   (ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

   (i) "Bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not
apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

(g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the
ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;

2. A watercraft you do not own that is:
   
   a. Less than 26 feet long; and
   
   b. Not being used to carry persons or property for a charge;

3. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

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

   b. The operation of any of the following machinery or equipment:

      I. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

      II. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

h. Mobile Equipment

"Bodily injury" arising out of:

1. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

2. The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.
i. War

"Bodily injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", caused by the rendering or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(3) Supervisory, inspection or engineering services;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Body piercing services; and

(9) Services in the practice of pharmacy.

However this exclusion shall not apply to Professional Services or Errors & Omissions as may be insured in Coverage Part A

r. Criminal Acts
"arising out of a criminal act committed by or at the direction of the insured.

s. Distribution Of Material In Violation Of Statutes

"Bodily injury", arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. To any insured, except "volunteer workers".

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Included within the "products-completed operations hazard".

f. Excluded under Business Liability Coverage.

3. Applicable to both Commercial General Liability and Medical Expense coverage

Bodily Injury And Medical Expenses Coverage — Nuclear Energy Liability Exclusion

This insurance does not apply:
a. Under Commercial General Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(1) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

d. As used in this exclusion:

(1) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
(2) "Hazardous properties" include radioactive, toxic or explosive properties;

(3) "Nuclear facility" means:

   (a) Any "nuclear reactor";

   (b) Any equipment or device designed or used for:
       (i) Separating the isotopes of uranium or plutonium;
       (ii) Processing or utilizing "spent fuel"; or
       (iii) Handling, processing or packaging "waste";

   (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

   (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

   and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

C. Who Is An Insured

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to
their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

   a. Your "volunteer workers", your "employees", or independent contractors who are (1). CrossFit certified trainers,) and (2) only while performing duties related to the conduct of your business, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company. However, none of these "employees", independent contractors or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "":

      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b); or

      (d) Arising out of his or her providing or failing to provide professional health care services.

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits of Insurance of Section II – Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b b. Persons or organizations making claims or bringing "suits".

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2. The most we will pay for the sum of all damages because of all:

   a. "Bodily injury", and medical expenses arising out of any one "occurrence"; and
   b. sustained by any one person or organization;

   is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

3. Aggregate Limits The most we will pay for:

   a. All "bodily injury" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
   b. All:

      (1) "Bodily injury" (2)Plus medical expenses;

   The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit
a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.
A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance of Section II – Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

F. Liability And Medical Expenses Definitions

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

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

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

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time arising out of a CrossFit certoifoided workout and under direct supervision of of a CrossFit certified trainer.
4. "Coverage territory" means:
   
a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

c. All other parts of the world if the injury or damage arises out of:
   
   (1) Goods or products made or sold by you in the territory described in Paragraph a. above;

   (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

   (3) "" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker". Employee shall also include independent contractors who are CrossFit certified trainers.

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

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89. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

   (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection or engineering services.

910. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
102. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self propelled or not, on which are permanently mounted:
   (1) Power cranes, shovels, loaders, diggers or drills; or
   (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not selfpropelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:
   (a) Snow removal;
   (b) Road maintenance, but not construction or resurfacing; or
   (c) Street cleaning;

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

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

113. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

125. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

136. "Products-completed operations hazard":

a. Includes all "bodily injury" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:
(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

147. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "" to which this insurance applies are alleged. "Suit" includes:

   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits

158. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

16. 9"Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

1720. "Your product":

   a. Means:

      (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

         (a) You;

         (b) Others trading under your name; or

         (c) A person or organization whose business or assets you have acquired; and

      (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

   b. Includes:
(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

1821. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO LIABILITY)

A. Cancellation

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

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

   c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

7. It is further agreed that the cancellation provisions of Endorsement 1 attached hereto relative to Montana Statutes shall apply.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe and healthful; or

   b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

   1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section I – Property.

   2. Business Liability Coverage is excess over:

      a. Any other insurance that insures for direct physical loss or damage; or
b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.

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

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one year period. The premium must be:
   a. Paid to us prior to the anniversary date; and
   b. Determined in accordance with Paragraph 2. above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

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

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Commercial General Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Endorsement No 1

Conformity to Montana Statutes Endorsement - MCA 33-23-103

Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.

CFRRG End MT 0001 1009

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Endorsement 2

It is agreed as respects Section III – A – Cancellation is modified to include as respects State of Montana:

**33-15-1103. Midterm cancellation.** (1) An insurer may not cancel an insurance policy before either the expiration of the agreed term or 1 year from the effective date of the policy or renewal date, whichever is less, except:
   (a) for reasons specifically allowed by statute;
   (b) for failure to pay a premium when due; or
   (c) on grounds stated in the policy which pertain to the following:
      (i) material misrepresentation;
      (ii) substantial change in the risk assumed, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk when the contract was written;
      (iii) substantial breaches of contractual duties, conditions, or warranties;
      (iv) determination by the commissioner that continuation of the policy would place the insurer in violation of this code;
      (v) financial impairment of the insurer; or
      (vi) any other reason approved by the commissioner.
   (2) Except as provided in 33-23-401, cancellation under subsection (1) is not effective until 10 days after a notice of cancellation is either delivered or mailed to the insured.
   (3) Subsections (1) and (2) do not apply to a newly issued insurance policy if the policy has been in effect less than 60 days at the time the notice of cancellation is mailed or delivered. A cancellation under this subsection is not effective until 10 days after the notice is delivered or mailed to the insured.
   (4) If a policy has been issued for a term longer than 1 year and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, the insurer may not cancel the policy except:
      (a) for reasons specifically allowed by statute;
      (b) for failure to pay a premium when due; or
      (c) on grounds stated in the policy which pertain to those grounds listed in subsection (1)(c).