



Coalition Executive Risks Coverage

Coalition policy number: C-4LQK-150417-MLPSME-2024

PREPARED FOR

Meridian Lake Park Corp

PRODUCED BY

Hanna Wolf

HUB International Midwest Limited
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Notice

This contract is delivered as surplus line coverage under the Nonadmitted Insurance Act. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the Colorado Insurance Guaranty Association Act.



**COLORADO POLICYHOLDER NOTICE
CLAIMS-MADE INSURANCE POLICY
SURPLUS LINES POLICIES**

THIS POLICY IS A CLAIMS-MADE POLICY WHICH PROVIDES LIABILITY COVERAGE ONLY IF A CLAIM IS MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTED PERIOD.

Coalition Not for Profit Company Executive Risks Policy

Declarations

POLICY NO	C-4LQK-150417-MLPSME-2024
RENEWAL OF	New
BROKER	John H Allen, JR
BROKER LICENSE NO	15927
BROKER ADDRESS	55 E Jackson Boulevard Chicago, IL 60604

Important Notice

The Liability Coverage Parts of this Policy provide claims made and reported coverage, which applies only to Claims first made against the Insureds during the Policy Period or the Extended Reporting Period, if applicable, and reported in accordance with each Purchased Liability Coverage Part's notice provision. Defense Costs shall be applied against the Retention, if applicable. Defense Costs paid by the Insurer shall reduce and may completely exhaust the Limit(s) of Liability under the Policy's Liability Coverage Parts.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Company and Address

Meridian Lake Park Corp
318 Elk Ave
Crested Butte, US-CO
81224

Item 2. Policy Period

August 15, 2024 to August 15, 2025
12:01 a.m. local time at the address shown in Item 1.

Item 3. Policy Premium

Premium	Amount
COVERAGE PREMIUM	\$12,434.00
TOTAL	\$12,434.00

Item 4. Coverage Summary

Coverage Part	Included	Coverage Part Limit of Liability	Pending or Prior Proceeding Date	Subject to Shared Limit of Liability
DIRECTORS & OFFICERS AND ENTITY LIABILITY	✓	\$1,000,000	August 15, 2023	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
EMPLOYMENT PRACTICES LIABILITY	✓	\$1,000,000	August 15, 2023	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
FIDUCIARY LIABILITY	N/A	N/A	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ADDITIONAL LIMITS OF LIABILITY FOR DEFENSE COSTS	N/A	N/A	N/A	N/A
AGGREGATE LIMIT OF LIABILITY	✓	\$1,000,000		
CRIME	N/A	N/A	N/A	N/A

Coverage under this policy is provided only for those Coverage Parts and Insuring Agreements for which a Limit of Liability appears. If no Limit of Liability is shown for a Coverage Part or Insuring Agreement, such Coverage Part or Insuring Agreement is not provided by this policy. The Coverage Part Limit of Liability shown above for each Coverage Part is the most the Insurer(s) will pay for all Loss on all Claims under such Coverage Part regardless of the number of Insuring Agreements purchased within each Coverage Part. If Coverage Part Limit of Liability are shared, the Insurer's maximum aggregate limit for all Loss covered under all Coverage Parts combined shall be the largest of such shared Limit of Liability. Such shared Limit of Liability shall be part of and not in addition to the Aggregate Limit of Liability.

Item 5. Coverage Schedule

Directors & Officers and Entity Liability Coverage Part

Insuring Agreements	Limit of Liability	Retention
A. Individual Non-Indemnified Liability Coverage		\$0
B. Individual Indemnified Liability Coverage	\$1,000,000	\$20,000
C. Entity Liability Coverage		\$20,000
D. Investigative Inquiry Coverage	\$50,000	\$20,000
E. Crisis Management Coverage	\$100,000	N/A
F. Retired Independent Directors Coverage	\$50,000 Each Retired Independent Director	\$20,000
	\$250,000 Aggregate Limit of Liability for All Retired Independent Directors	
Coverage Extensions		
Additional Limit of Liability for Executives	\$1,000,000	\$0
Excess Benefits Coverage	\$1,000,000	\$2,000

Employment Practices Liability Coverage Part

Insuring Agreements	Limit of Liability	Retention
A. Employment Practices Liability Coverage	\$1,000,000	\$20,000
B. Third Party Liability Coverage	\$1,000,000	\$20,000
C. Workplace Violence Coverage	\$250,000	\$20,000

Fiduciary Liability Coverage Part

Insuring Agreements	Limit of Liability	Retention
A. Fiduciary Liability Coverage	N/A	N/A
B. Voluntary Settlement Program Coverage	N/A	N/A
Covered Civil Penalties		
Section 502(i) Penalties	N/A	N/A
Section 502(l) Penalties	N/A	N/A
Section 502(c) Penalties	N/A	N/A
Pension Protection Act Penalties	N/A	N/A
COBRA Penalties	N/A	N/A
HIPAA Penalties	N/A	N/A
Section 4975 Penalties	N/A	N/A
PPACA / HCEA Penalties	N/A	N/A
Healthcare Insurance Exchange Claim	N/A	N/A
United Kingdom Pensions Penalties	N/A	N/A

Crime Coverage Part

Insuring Agreements	Limit of Liability	Deductible
A. Fidelity Coverage		
1. Employee Theft Coverage	N/A	N/A
2. Client Coverage	N/A	N/A
B. Forgery and Alteration Coverage	N/A	N/A
C. Premises Coverage		
1. Money or Securities	N/A	N/A
2. Property	N/A	N/A
D. In Transit Coverage		
1. Money or Securities	N/A	N/A
2. Property	N/A	N/A

E. Money Order and Counterfeit Currency Fraud	N/A	N/A
F. Computer Fraud Coverage	N/A	N/A
G. Fund Transfer Fraud Coverage	N/A	N/A
H. Social Engineering Fraud Coverage	N/A	N/A
I. Credit Card Fraud Coverage	N/A	N/A
J. Expenses Coverage		
1. Investigative Expenses	N/A	N/A
2. Computer Violation Expenses	N/A	N/A

Item 6. Extended Reporting Period

Period	Percentage of Annual Premium
1 Year	100%
3 Years	150%
6 Years	200%

Item 7. Insurers and Quota Share Percentage

Insurer	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23)			
↳ AUL 1274	25%	\$250,000	\$3,108.50
↳ AML 2001	25%	\$250,000	\$3,108.50
↳ AXS 1686	25%	\$250,000	\$3,108.50
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)			
↳ RNR 1458	25%	\$250,000	\$3,108.50

The obligations of each **Insurer** in Item 7 of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.

Item 8. Notice of Claim or Potential Claim

BY EMAIL claims@coalitioninc.com

BY PHONE 1.833.866.1337

BY MAIL Attn: Coalition Claims
44 Montgomery Street, Suite 4210
San Francisco, CA 94105

Item 9. Forms and Endorsements Effective at Inception Policy

The following schedule contains a general description of the coverages provided. For a detailed description of the terms conditions, exclusions and limitations of this insurance you must refer to the applicable policy forms and endorsements identified.

Name of Endorsement / Form Code	D&O	EPL	Fiduciary	Crime
Not-For-Profit Company Declarations ERUSP-00DC-0923-N1	✓	✓		
Not-For-Profit General Terms and Conditions ERUSP-00PF-0923-G2	✓	✓		
Not-For-Profit Management and Company Liability Coverage Part ERUSP-00PF-0923-N1	✓			
Employment Practices and Third Party Liability Coverage Part ERUSP-00PF-0923-E1		✓		
BIOMETRIC INFORMATION DEFENSE COSTS SUBLIMIT ERUSP-50EN-00E017-0724-01		✓		
Disclosure Pursuant to Terrorism Risk Insurance Act ERUSP-00EN-040002-0923-01	✓	✓		
EMPLOYED LAWYERS SUBLIMIT ADDED ERUSP-50EN-00P012-0923-01 Sublimit: \$1,000,000	✓			
EXECUTIVE OFFICER DISCLOSURE MANAGEMENT COSTS COVERAGE ADDED ERUSP-50EN-00A018-0923-01 Sublimit: \$100,000 / \$250,000	✓			
IRCA CLAIMS DEFENSE COSTS COVERAGE ADDED ERUSP-50EN-00E015-0923-01 Sublimit: \$100,000		✓		
WAGE AND HOUR DEFENSE COST SUBLIMIT (STATE SPECIFIC) ERUSP-50EN-00E016-0923-01 Sublimit: \$250,000		✓		
WAR AND TERRORISM EXCLUSION NMA2918	✓	✓		
WARN ACT DEFENSE COSTS COVERAGE SUBLIMIT ENDORSEMENT ERUSP-50EN-00E028-0724-01		✓		
BREACH OF CONTRACT EXCLUSION AMENDED (ABSOLUTE WORDING, NOT-FOR-PROFIT DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART ONLY) ERUSP-50EN-00N009-0124-01	✓			

BREACH OF CONTRACT EXCLUSION AMENDED (INDEPENDENT CONTRACTOR ONLY) ERUSP-50EN-00E019-1123-01		✓		
Bodily Injury and Property Damage Exclusion Amended (Absolute Wording, D&O Only) ERUSP-50EN-03P005-0923-01	✓			
Bodily Injury and Property Damage Exclusion Amended (Absolute Wording, EPL Only) ERUSP-50EN-03E002-0923-01		✓		
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ERUSP-50EN-040001-0923-01	✓	✓		
DEVELOPER EXCLUSION ERUSP-50EN-00P045-0923-01	✓			
EMPLOYEE PRIVACY VIOLATION COVERAGE ADDED (SUBLIMIT FOR DEFENSE COSTS) ERUSP-50EN-00E006-0923-01 Sublimit: \$100,000		✓		
ENVIRONMENTAL MISMANAGEMENT CLAIM ENDORSEMENT ERUSP-50EN-00A054-1023-01	✓			
EXECUTIVE PERSONAL PROTECTION COSTS COVERAGE ADDED ERUSP-50EN-00P014-0923-01	✓			
PHYSICAL OR SEXUAL ABUSE EXCLUSION ADDED ERUSP-50EN-00A031-0923-01	✓	✓		
REPORTING AND NOTICE PROVISION AMENDED ERUSP-50EN-00A036-1023-01	✓	✓		
SERVICE OF SUIT ERUSP-50EN-04A051-0923-01	✓	✓		
STATE AMENDATORY INCONSISTENCY ADDED ERUSP-50EN-00P037-0923-01	✓	✓		
UK CORPORATE MANSLAUGHTER COSTS ENDORSEMENT ERUSP-50EN-00A055-1023-01	✓			

The titles of the endorsements are provided for convenience only. Coverage provided pursuant to these endorsements shall be interpreted and applied without regard to such titles.

These Declarations, along with the completed and signed **Application**, the Purchased Coverage Part(s), and any written endorsements shall constitute the contract between the **Insureds** and the **Insurer**.



Authorized Representative



NOT-FOR-PROFIT GENERAL TERMS AND CONDITIONS

In consideration of the **Parent Organization's** payment of the premium, in reliance upon the information provided to the **Insurer**, including in and with the **Application**, and subject to the limits of liability and applicable retention(s), exclusions, conditions, and other terms of this **Policy**, the **Insurer**, and the **Insureds** agree as follows:

SECTION I

SEVERABILITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to each and every Coverage Part of this **Policy**. The terms and conditions of each Coverage Part apply only to that Coverage Part and shall not be construed to apply to any other Coverage Part.

SECTION II

DEFINITIONS

Whenever used in this **Policy**, the terms that appear in bold below shall have the meanings set forth in this Definitions section of the General Terms and Conditions. However, if a term also appears in bold in a particular Coverage Part and is defined in that Coverage Part, that definition shall apply for purposes of that particular Coverage Part. Terms that appear in bold in the General Terms and Conditions but are not defined in this Definitions section and are defined in other Coverage Parts of this **Policy** shall have meanings ascribed to them in those Coverage Parts.

Application

means:

1. all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy of which this **Policy** is a renewal or replacement; and
2. all publicly available documents prepared by the **Company** during the twelve (12) months preceding the inception of this **Policy** which are reviewed by the **Insurer** in connection with the underwriting of this **Policy** or any policy issued by the **Insurer** of which this **Policy** is a renewal or replacement.

All such applications, attachments, information, materials, and documents are deemed attached to and incorporated into this **Policy**.

Claim

shall have the meaning ascribed to that term in each applicable Coverage Part.

Defense Costs

shall have the meaning ascribed to that term in each applicable Coverage Part.

Executive

shall have the meaning ascribed to that term in each applicable Coverage Part

Extended Reporting Period

means one of the periods described in Item 6 of the Declarations which is elected and purchased pursuant to Section VI of the **Policy's** General Terms and Conditions.

Insured

shall have the meaning ascribed to that term in each applicable Coverage Part.

Insured Person

shall have the meaning ascribed to that term in each applicable Coverage Part.

Insurer

means the insurance company providing this insurance

Interrelated Wrongful Acts	means all Wrongful Acts that as a common nexus any fact, circumstance, situation, event, transaction, cause or series of facts, circumstances, situations, events, transactions, or causes.
Liability Coverage Parts	means the Directors & Officers and Entity Liability Coverage Part, Employment Practices Liability Coverage Part, and Fiduciary Liability Coverage Part.
Non-Liability Coverage Parts	means the Crime Coverage Part.
Organization or Company	means: <ol style="list-style-type: none">1. the Parent Organization, Parent Company, or Named Insured; and2. any Subsidiary and includes any such organization as a debtor-in-possession or the bankruptcy estate of such entity under United States bankruptcy law or an equivalent status under the law of any other jurisdiction.
Parent Organization, Parent Company, and Named Insured	all mean the entity named in Item 1 of the Declarations.
Plan	shall have the meaning ascribed to that term in each applicable Coverage Part.
Policy	means, collectively, the Declarations, the Application , this policy, and all endorsements.
Policy Period	means the period from the effective date of the inception of this Policy to the Policy expiration date set forth in Item 2 of the Declarations, or its earlier cancellation date, if any.
Subsidiary	any non-profit entity under Section 501(c)(3) of the Internal Revenue Code, as amended, foundation, charitable trust, or political action committee during any time in which the Parent Organization owns or controls, directly or through one or more Subsidiaries, the present right to elect or appoint more than 50% of such entity's directors or trustees.
Takeover	means: <ol style="list-style-type: none">1. the acquisition by another entity, person, or group of entities or persons acting in concert, of the right to elect or appoint more than 50% of an Organization's directors or trustees.2. the acquisition of all or substantially all of the Parent Organization's assets, by another entity, person, or group of entities or persons acting in concert, or the merger of the Parent Organization into or with another entity such that the Parent Organization is not the surviving entity.
Wrongful Act	shall have the meaning ascribed to that term in each applicable Coverage Part.

SECTION III

LIMITS OF LIABILITY

1. With respect to the **Liability Coverage Parts**, the **Insurer's** liability under this **Policy** is as follows:

- a. The amount specified in Item 4 of the Declarations shall be the **Insurer's** total aggregate limit of liability for all **Loss** and **Derivative Investigative Costs** covered under all **Liability Coverage Parts** combined;
 - b. The respective Limit of Liability for each **Liability Coverage Part**, as specified in the Declarations of that **Liability Coverage Part**, shall be the **Insurer's** maximum aggregate liability for all **Loss** and **Derivative Investigation Costs** covered under such Coverage Part;
 - c. The Limit of Liability of each **Liability Coverage Part** shall be part of, and not in addition to, the total aggregate Limit of Liability specified in Item 4 of the Declarations.
 - d. **Defense Costs** are part of, and not in addition to, the Limit of Liability of each **Liability Coverage Part** and the payment by the **Insurer** of **Claims Expenses** reduces and may exhaust such Limits of Liability.
2. With respect to the **Non-Liability Coverage Parts**, the **Insurer's** maximum liability shall be the respective Limits of Liability specified in the Declarations of the **Non-Liability Coverage Parts**.

SECTION IV

INTERRELATED CLAIMS

With respect to the **Liability Coverage Parts**:

1. all **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times, regardless of whether such date is before or during the **Policy Period**:
 - a. the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** is first made; or
 - b. the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** shall be deemed to have been made pursuant to Notification section of the applicable **Liability Coverage Part**.
2. In the event an **Investigative Inquiry** arises from the same **Wrongful Act** or **Interrelated Wrongful Acts** alleged in a prior **Claim**, the **Investigative Inquiry** shall be deemed to have been made at the earliest of the following times, regardless of whether such date is before or during the **Policy Period**:
 - a. the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** is first made; or
 - b. the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** shall be deemed to have been made pursuant to Notification section of the applicable **Liability Coverage Parts**.
3. All **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be subject to the same Retention and Limits of Liability applicable to the earliest interrelated **Claim**.

SECTION V

WARRANTY

It is warranted that the particulars and statements contained in the **Application** are to be considered incorporated into and constituting a part of this **Policy** and each Coverage Part. By acceptance of this **Policy**, the **Insureds** agree that:

1. The statements in the **Application** are their representations, that such representations shall be deemed material to the acceptance of the risk or hazard assumed by the **Insurer** under this **Policy**, and that this **Policy** and each Coverage Part are issued upon reliance upon the truth of such representations; and
2. The **Application** shall be construed as a separate application for coverage by each of the **Insured Persons**. In the event the **Application** contains any misrepresentation or omission (i) made with the intent to deceive, or (ii) which materially affects either the acceptance of the risk or the hazard assumed by the **Insurer** under a Liability Coverage Part, then such Liability Coverage Part shall be void ab initio as to:
 - a. any **Company** and **Plan** to the extent such **Company** or **Plan** indemnifies an **Insured Person** who knew the facts that were not truthfully disclosed in the **Application**; and
 - b. any **Company** and **Plan** if an **Executive** of such **Company** or **Plan** knew the facts that were not truthfully disclosed in the **Application**;
3. Whether or not such **Executive** or other **Insured Person** knew the **Application** contained such misrepresentation or omission. No knowledge of one **Insured Person** shall be imputed to any other **Insured Person** for purposes of this Section V.
4. The **Insurer** shall not be entitled to rescind the **Policy** with respect to any **Insured**.

SECTION VI

EXTENDED REPORTING PERIOD

With respect to the **Liability Coverage Parts**:

1. If this **Policy** is canceled or is not renewed for reasons other than failure to pay premiums, then the **Parent Organization** shall have the right to purchase an **Extended Reporting Period** for the additional period and additional premium set forth in Item 6 of the Declarations.
2. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew.
3. This right to purchase an **Extended Reporting Period** shall lapse unless written notice of election to purchase the **Extended Reporting Period**, together with payment of the applicable additional premium, is received by the **Insurer** within sixty (60) days after the effective date of cancellation or, in the event of a refusal to renew, within sixty (60) days after the **Policy** expiration date.
4. If an **Extended Reporting Period** is purchased, then coverage otherwise afforded by this **Policy** shall be extended to apply to **Claims**: (1) first made during such **Extended Reporting Period**; and (2) reported to the **Insurer** pursuant to the Notification section of the applicable Coverage Part, but only to the extent such

Claims are for **Wrongful Acts** before the effective date of such termination of coverage or the date of any conversion of coverage described in Section VII, Changes in Control, whichever is earlier.

5. The entire premium for the **Extended Reporting Period** shall be deemed fully earned at the inception of such **Extended Reporting Period**.
6. The purchase of an **Extended Reporting Period** shall not in any way increase or reinstate the Limits of Liability of the Policy or any Coverage Part.

SECTION VII

CHANGES IN CONTROL

1. In the event of a **Takeover**, then:
 - a. any applicable coverage under the **Liability Coverage Parts** shall continue until the expiration of the **Policy Period**, solely for **Claims** for **Wrongful Acts** committed before the effective date of such **Takeover**;
 - b. any applicable coverage under the Crime Coverage Part shall terminate;
 - c. the **Parent Organization** shall give written notice of such **Takeover** to the **Insurer** as soon as practicable, but in no event later than the expiration of the **Policy Period**, together with such information as the **Organization** may require; and
 - d. the entire premium for this **Policy** shall be deemed fully earned as of the effective date of such event.
2. If before or during the **Policy Period** an **Organization** acquires voting rights in another entity such that the acquired entity becomes a **Subsidiary**, then coverage shall be provided for such **Subsidiary** and its **Insureds** with respect to any:
 - a. **Liability Coverage Part**, solely for **Claims** for **Wrongful Acts** after such acquisition; or
 - b. **Non-Liability Coverage Part**, solely after the effective date of such acquisition subject to the Liability for Prior Losses Section of such **Non-Liability Coverage Part**.
3. If before or during the **Policy Period** an **Organization** ceases to be a **Subsidiary**, then with respect to any:
 - a. **Liability Coverage Part**, coverage for such **Subsidiary** and its **Insureds** shall continue until termination of this **Policy** but only for **Claims** for **Wrongful Acts** while such **Organization** was a **Subsidiary**;
 - b. **Non-Liability Coverage Part**, such **Subsidiary** and its **Insureds** shall cease to be **Insureds** as of the effective date of such cessation and coverage under this **Policy** shall apply as provided in such **Non-Liability Coverage Part**.

SECTION VIII

POLICY TERMINATION, CANCELLATION, AND NONRENEWAL

1. This **Policy** shall terminate at the earliest of the following times:

- a. upon receipt by the **Insurer** of written notice of cancellation from the **Parent Organization**, provided that this **Policy** may not be cancelled by the **Parent Organization** after the effective date of any **Takeover**;
 - b. upon expiration of the **Policy Period** set forth in Item 2 of the Declarations;
 - c. fifteen (15) days after receipt by the **Parent Organization** of a written notice of cancellation from the **Insurer** based upon nonpayment of premium, unless the premium is paid within such fifteen (15) day period; and
 - d. at such other time as may be agreed upon by the **Insurer** and the **Parent Organization**.
2. The **Insurer** shall refund the unearned pro rata portion of the premium if this **Policy** is cancelled by the **Parent Organization**. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such cancellation, but such payment shall be made as soon as practicable.
 3. If the **Insurer** elects not to renew this **Policy**, the **Insurer** shall notify the **Parent Organization** at least thirty (30) days prior to the expiration of the **Policy Period**. The **Insurer's** offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute an election by the **Insurer** not to renew this policy. Where permitted by applicable law the **Insurer** may provide such written notice of cancellation or non-renewal by electronic transmission. The mailing (or electronic transmission where permitted) of such notice as aforesaid will be sufficient proof of notice and this **Policy** will terminate at the date and hour specified in such notice.
 4. Notice of cancellation or nonrenewal will state the specific reason for cancellation or nonrenewal and the effective date of cancellation or nonrenewal, respectively.

SECTION IX

COORDINATION OF COVERAGE PARTS

Any **Loss** covered under more than one **Liability Coverage Part** shall be first covered under the Employment Practices Liability Coverage Part, if applicable, subject to its terms, conditions, and limitations. Any remaining portion of such **Loss** which is not paid under the Employment Practices Liability Coverage Part shall then be covered under the Directors & Officers and Entity Liability Coverage Part, if applicable, subject to its terms, conditions, and limitations. Any remaining portion of such **Loss** which is not paid under the Employment Practices Liability Coverage Part or the Directors & Officers and Entity Liability Coverage Part shall be paid under the Fiduciary Coverage Part, if applicable, subject to its terms, conditions, and limitations.

SECTION X

ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

With respect to the **Liability Coverage Parts**, coverage under this **Policy** shall extend to **Claims for Wrongful Acts** of an **Insured Person** made against:

1. the lawful spouse or domestic partner of such **Insured Person** solely by reason of such spouse or domestic partner's status as a spouse or domestic partner,

or such spouse or domestic partner's ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**;
or

2. the estate, heirs, legal representatives, or assigns of such **Insured Person** if such **Insured Person** is deceased, or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is legally incompetent, insolvent, or bankrupt;

provided that no coverage afforded by this Section X shall apply with respect to any **Loss** arising from an act, error, or omission by an **Insured Person's** spouse, domestic partner, estate, heirs, legal representatives, or assigns.

SECTION XI

SUBROGATION

Solely with respect to any **Liability Coverage Part**, in the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery, including without limitation any right of recovery from the **Company** for **Loss** incurred by **Insured Persons** which is indemnifiable by the **Company**. The **Insureds** shall do everything necessary to enable the **Insurer** effectively to bring suit in the name of the **Insureds**. In any subrogation claim against the **Company** to enforce the **Insured Persons'** right of indemnification, the shareholder and board of director resolutions of the **Company** shall be deemed to provide indemnification to the fullest extent permitted by law, and the **Insurer's** recovery from the **Company** for such **Loss** shall not exceed the Retention applicable to the **Company** for such **Loss**. The **Insurer** shall not exercise its right of subrogation against an **Insured Person** with respect to payments under any and to the extent one of the following Exclusions applies to such **Insured Person**:

Liability Coverage Part	Exclusions
Directors & Officers and Entity Liability Coverage Part	Section III.H
Fiduciary Liability Coverage Part	Section III.J
Employment Practices Liability Coverage Part	Section III.G

SECTION XII

ACTION AGAINST INSURER AND ASSIGNMENT

No action may be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this **Policy**. No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the **Insurer** be impleaded by such **Insured** or legal representatives of such **Insured**. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.

SECTION XIII

AUTHORIZATION

By acceptance of this **Policy**, the **Parent Organization** agrees that it shall be considered the sole agent of, and shall act on behalf of, each **Insured** with respect to: (1) the payment of premiums and the receiving of any return premiums that may become due under this **Policy**; (2) the negotiation, agreement to and acceptance of endorsements; and (3) the giving or receiving of any notice provided for in this **Policy** (except the giving of notice of a **Claim, Investigative Inquiry**, or circumstances as provided in the Notification section of the applicable **Liability Coverage Part**). Each **Insured** agrees that the **Parent Organization** shall act on its behalf with respect to

all such matters.

SECTION XIV

BANKRUPTCY

Bankruptcy or insolvency of an **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

SECTION XV

TERRITORY

Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made anywhere in the world.

SECTION XVI

COMPLIANCE WITH TRADE SANCTIONS

This **Policy** does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the **Insurer** from providing such insurance.

SECTION XVII

TITLES AND HEADINGS

The titles and headings to the various sections, subsections, and endorsements of this **Policy** are included solely for ease of reference and do not limit coverage, expand coverage, or otherwise affect the provisions of such sections, subsections, or endorsements.

SECTION XVIII

ENTIRE AGREEMENT

By accepting this **Policy**, the **Insureds** agree that this **Policy** embodies all agreements existing between them and the **Insurer** or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or change in any part of this **Policy** or estop **Insurer** from asserting any right under the terms of this **Policy** or otherwise, nor shall the terms be deemed waived or changed except by a written endorsement issued by the **Insurer** to form part of this **Policy**.

SECTION XIX

COOPERATION

With respect to all Coverage Parts, the **Insureds** agree to provide the **Insurer** with all information, assistance, and cooperation which the **Insurer** reasonably requests and agree that in the event of a **Claim** or any other matter covered under this **Policy**, the **Insureds** will do nothing that shall prejudice the **Insurer's** position or its potential or actual rights of recovery. The failure of any **Insured Person** to cooperate and provide information in accordance with this Section XIX shall not impair the rights of any other **Insured Person** under this **Policy**.

SECTION XX

ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** to non-binding mediation. Unless otherwise agreed by the parties, such non-binding mediation shall be administered by the American Arbitration Association in accordance with its then-prevailing Commercial Mediation Rules. If the dispute is not resolved in mediation, then either party to the mediation may thereafter commence a judicial proceeding against the other party with respect to such dispute, provided that neither party may commence such a judicial

proceeding prior to ninety (90) days following termination of the mediation. The parties to the mediation shall share equally the fees and expenses of the mediator as well as other common expenses of the mediation process.

NOT-FOR-PROFIT DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the **Parent Organization's** payment of the premium, in reliance upon the information provided to the **Insurer**, including in and with the **Application**, and subject to the limits of liability and applicable retention(s), exclusions, conditions, and other terms of this **Policy**, the **Insurer**, and the **Insureds** agree as follows:

SECTION I

WHAT WE COVER – OUR INSURING AGREEMENTS

1. **Insuring Agreement A: Individual Non-Indemnified Liability Coverage**

The **Insurer** shall pay, on behalf of an **Insured Person**, **Loss** that the **Insured Person** becomes legally obligated to pay by reason of a **Claim** for a **Wrongful Act** that is first made against the **Insured Person** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the **Insurer** pursuant to Section IV of this Coverage Part, except to the extent such **Loss** has been indemnified by an **Organization**.

2. **Insuring Agreement B: Individual Indemnified Liability Coverage**

The **Insurer** shall pay, on behalf of an **Organization**, **Loss** for which the **Organization** has indemnified an **Insured Person** and which the **Insured Person** has become legally obligated to pay by reason of a **Claim** for a **Wrongful Act** that is first made against the **Insured Person** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the **Insurer** pursuant to Section IV of this Coverage Part.

3. **Insuring Agreement C: Entity Liability Coverage**

The **Insurer** shall pay, on behalf of an **Organization**, **Loss** that the **Organization** becomes legally obligated to pay by reason of a **Claim** for a **Wrongful Act** that is first made against the **Organization** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the **Insurer** pursuant to Section IV of this Coverage Part.

4. **Insuring Agreement D: Investigative Inquiry Coverage**

The **Insurer** shall pay, on behalf of an **Insured Person**, **Defense Costs** that the **Insured Person** becomes legally obligated to pay by reason of an **Investigative Inquiry** issued to such **Insured Person** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the **Insurer** pursuant to Section IV of this Coverage Part. The **Defense Costs** payable by the **Insurer** pursuant to this Insuring Agreement D shall not exceed the Limit of Liability set forth in Item 5 of the Declarations, which amount is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 4 of the Declarations. The coverage afforded pursuant to this Insuring Agreement D shall be subject to the same Retention that is applicable to Insuring Agreement B of this Coverage Part, unless the **Organization** fails or refuses to indemnify the **Insured Person** by reason of **Financial Impairment**.

5. **Insuring Agreement E: Crisis Management Coverage**

The **Insurer** shall pay, on behalf of an **Organization**, **Crisis Management Loss** that the **Organization** incurs on account of a **Crisis Management Event** that commences during the **Policy Period**, or the **Extended Reporting Period** if applicable, and is reported to the **Insurer** pursuant to Section IV of this Coverage Part. The **Crisis Management Loss** payable by the **Insurer** pursuant to this Insuring Agreement E shall not exceed the Limit of Liability set forth in Item 5 of the Declarations, which amount is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 4 of the Declarations. No Retention shall apply to **Crisis Management Loss** that is covered by this Insuring Agreement E.

6. Insuring Agreement F: Retired Independent Directors Coverage

If this Insuring Agreement is granted pursuant to the Declarations, the **Insurer** shall pay, on behalf of a **Retired Independent Director**, all **Loss** that the **Retired Independent Director** becomes legally obligated to pay by reason of a **Claim** for a **Wrongful Act** that is first made against the **Retired Independent Director** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the **Insurer** pursuant to Section IV of this Coverage Part, except to the extent such **Loss** has been indemnified by a **Company**; provided, however, that coverage under this Insuring Agreement F shall only apply if: (1) the **Retired Independent Director** is a **Retired Independent Director** when the **Claim** is first made against such **Retired Independent Director**, and (2) the Limit of Liability otherwise applicable to this Coverage Part is exhausted by reason of payment by the **Insurer** of **Loss**. The Limit of Liability for **Retired Independent Directors** under this Insuring Agreement, if purchased, shall be an additional Limit of Liability not to exceed the amount set forth in Item 5 of the Declarations, which amount is in addition to, and not part of, the Aggregate Limit of Liability set forth in Item 4 of the Declarations.

SECTION II

DEFINITIONS

Words and phrases that appear in uppercase bold in this **Policy** have the meanings set forth below:

Claim

means:

1. a written demand against an **Insured** for monetary, non-monetary, equitable, or injunctive relief which is commenced by the **Insured's** receipt of such written demand;
2. a civil, administrative, or regulatory proceeding against an **Insured** which is commenced by the service of a complaint or similar pleading;
3. a criminal proceeding against an **Insured** which is commenced by an arrest or the return of an indictment, information, or similar document;
4. an arbitration or mediation proceeding against an **Insured** which is commenced by the receipt of a demand for arbitration, demand for mediation, or similar document;
5. a civil, criminal, administrative, or regulatory investigation of an **Insured Person** which is commenced by the service upon, or other receipt by, an **Insured Person** of a notice of charges, investigative order, or other written notice from the investigating authority identifying the **Insured Person** as an individual against whom a formal proceeding may be commenced;
6. an official request for **Extradition** of an **Insured Person**; or
7. a written request received by an **Insured** to toll or waive any statute of limitations.

Claim shall not include an **Investigative Inquiry**.

Crisis Management Event

means one of the following events:

1. the death, incapacity, or criminal indictment of an **Executive** of an **Organization**;
2. the public announcement of layoffs of **Employees** of an **Organization**;
3. the public announcement that an **Organization** has defaulted or intends to default on its debt;

4. the public announcement that an **Organization** intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of an **Organization**;
5. the public announcement that an **Organization** has caused the bodily injury, sickness, disease, death, or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including loss of use thereof; or
6. the public announcement of the commencement or threat of commencement of litigation or governmental or regulatory proceedings against an **Organization**.

Provided, however, that **Crisis Management Event** shall not include any event relating to:

1. any written demand, suit, or other proceeding pending against, or order, decree, or judgment entered for or against any **Insured**, on or prior to the applicable Pending or Prior Proceeding Date set forth in Item 4 of the Declarations;
2. any **Claim** which has been the subject of any written notice given under any other policy or Coverage Part of which this **Policy** is a renewal or replacement or which it succeeds in time;
3. the actual, alleged, or threatened discharge, dispersal, release, or escape of **Pollutants**, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**; or
4. the hazardous properties of nuclear materials.

Crisis Management Loss

means the following amounts incurred during the pendency of a **Crisis Management Event**, regardless of whether a **Claim** is ever made against an **Insured** arising from the **Crisis Management Event** and, in the case where a **Claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the **Claim**:

1. reasonable and necessary fees and expenses that a law firm, public relations firm, or other vendor incurs in connection with advising an **Organization** with respect to minimizing potential harm to the **Organization** arising from a **Crisis Management Event**; or
2. reasonable and necessary printing, advertising, mailing, or travels costs that an **Organization** incurs in connection with responding to a **Crisis Management Event**.

Defense Costs

means reasonable and necessary fees and expenses charged by any attorney designated by the **Insurer** to defend the **Insured**, and if authorized by the **Insurer**, all other fees and expenses resulting from the defense or appeal of any **Claim** or **Investigative Inquiry**, including premiums on appeal or attachment bonds arising out of a covered judgment; however, the **Insurer** shall not be obligated to apply for or furnish any such appeal bonds. **Defense Costs** shall not include salary, overhead, wages, or benefits of any **Insured Person**.

Employee

means any natural person whose labor or service is or was engaged and directed by an **Organization**, including a part-time, seasonal, leased and temporary employee, intern, or volunteer.

Enforcement Body

means any federal, state, local, or foreign law enforcement authority or other governmental investigative authority.

Executive

means any natural person who is or was:

1. a duly elected or appointed director, officer, trustee, trustee emeritus, member of the advisory board, or in-house general counsel of any **Organization** incorporated or chartered in the

United States of America, or a board observer, but only for work done on behalf of any **Company** incorporated in the United States of America and only if the **Company** agrees in writing to provide indemnification to such board observer; or

2. a holder of an equivalent position to those described in Subsection (1) above in any **Organization** incorporated or chartered in any jurisdiction other than the United States of America.

Excess Benefit means an “excess benefit” as defined in Section 4958 of the Internal Revenue Code, 26 U.S.C. § 4958.

Extradition means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation, or the execution of a warrant for the arrest of an **Insured Person** where such execution is an element of **Extradition**.

Financial Impairment means the status of an **Organization** resulting from:

1. the appointment by any federal or state official, agency or court of any receiver, trustee, or similar official to take control of, supervise, manage, or liquidate such **Organization**; or
2. such **Organization** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Independent Contractor means any person contracted by an **Organization**, but only while acting in their capacity as such. An **Independent Contractor** will qualify as an **Insured Person** only if the **Organization** provides indemnification to such **Independent Contractor** in the same manner as provided to its own **Employees**. However, an **Organization** may request that no coverage be provided for an **Independent Contractor** named in a specific **Claim**. Such request must be made in writing and within 90 days after the **Claim** is first reported to the **Insurer**.

Insured means the **Organization** and the **Insured Persons**.

Insured Person means any **Executive**, **Employee**, or **Independent Contractor** of an **Organization** acting either in his or her capacity as such or in an **Outside Capacity**.

Investigative Inquiry means any request for an interview, deposition, meeting, or for the production of documents issued by an **Enforcement Body**.

Loss means damages, judgments, settlements, pre-judgment or post-judgment interest awarded by a court, **Crisis Management Loss**, **Defense Costs** (including those resulting from a **Claim** for tax liability under the Internal Revenue Code, 26 U.S.C. §§ 4911, 4940(a), 4941, 4942, 4943, 4944, 4945, 6652(c)(1)(A) and (B), 6655(a)(1), or 6656(a) and (b), and **Excess Benefit** penalties assessed in the amount of 10% by the Internal Revenue Service (“IRS”) against any **Insured** for an **Executive’s** involvement in the award of an **Excess Benefit** and any **Defense Costs** resulting from such assessment; however, **Excess Benefit** penalties shall include:

1. any 25% penalty assessed by the IRS against an **Insured** deemed to have received an **Excess Benefit**;
2. **Defense Costs** to defend an **Insured Person** if such person is deemed to have received an **Excess Benefit**; or
3. any 200% penalty assessed by the IRS resulting from the failure to correct the award of an **Excess Benefit**.

Loss shall not include:

1. taxes, sanctions, liquidated damages, civil fines, criminal fines, sanctions, or penalties, except **Excess Benefit** penalties described above;
2. punitive, exemplary, or multiplied damages, except to the extent such damages are insurable under the law of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insureds**, **Insurer**, this **Policy**, or the **Claim** giving rise to such damages;
3. costs of compliance with any order for, grant of, or agreement to provide non-monetary relief, including injunctive relief;
4. any amount incurred by an **Insured** in the defense of any action, proceeding, or demand that was not then a **Claim** (other than **Defense Costs** covered by Insuring Agreement D (Investigative Inquiry Coverage), or **Crisis Management Loss**) even if (1) such amount also benefits the defense of a covered **Claim**; or (2) such action, proceeding, or demand subsequently gives rise to a **Claim**;
5. costs incurred in cleaning-up, removing, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring **Pollutants**;
6. any amount for which an **Insured** is not financially or legally obligated to pay; or
7. any amount uninsurable under the law pursuant to which this Coverage Part is construed.

Provided that subsections (1) through (6) above do not apply to **Defense Costs**.

Outside Capacity means service by an **Insured Person** in an **Outside Entity** with the **Organization's** knowledge and consent as any: (1) director or officer; (2) manager or member of the Board of Managers; (3) trustee, regent, governor; or (4) equivalent executive position of any of the foregoing, but solely during the time that such service is at the express direction of an **Organization**.

Outside Entity means:

1. any not-for-profit entity organized for a religious or charitable purpose under any not-for-profit organization act or statute; or
2. any other entity specifically added as an **Outside Entity** by written endorsement attached to this **Policy**;

that is not an **Organization**.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of hazardous substance issued by the United States Environmental Protection Agency, or any state, local, or foreign counterpart, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.

Wrongful Act means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by:

1. any **Insured Person** while acting in his or her capacity as such or any matter claimed against any **Insured Person** solely by reason of his or her status as such; or
2. an **Organization**, but only with respect to Insuring Agreement C (Entity Liability Coverage) of this Coverage Part;

including but not limited to any actual or alleged:

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. wrongful eviction from, wrongful entry into, or evasion of the right of private occupancy of premises;
4. slander, libel, or defamation, or disparagement of goods, products, or services;
5. oral or written publication of material that violates a person's right of privacy, provided, however, that this does not include any violation of any privacy law or consumer protection law protecting against the unauthorized acquisition, access, use, or disclosure of personally identifiable information that is in an **Insured's** care, custody, or control
6. plagiarism; or
7. infringement of copyright or trademark or unauthorized use of title.

SECTION III

EXCLUSIONS – WHAT IS NOT COVERED

1. **Exclusions Applicable to All Insuring Agreements other than Insuring Agreement E (Crisis Management Coverage)**

The **Insurer** shall not be liable for **Loss** on account of any **Claim** or **Investigative Inquiry**:

- | | |
|--------------------------------------|--|
| A. BODILY INJURY/
PROPERTY DAMAGE | for actual or alleged bodily injury, sickness, disease, death, assault, battery, mental anguish, emotional distress, or damages to or destruction of any tangible or intangible property including loss of use thereof, whether or not such property is damaged or destroyed. |
| B. PRIOR NOTICE | based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event, or Wrongful Act which has been the subject of any written notice given under any other policy or Coverage Part of which this Policy is a renewal or replacement or which it succeeds in time. |
| C. PRIOR OR PENDING
PROCEEDING | based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any written demand, suit, or other proceeding pending against, or order, decree, or judgment entered for or against any Insured , on or prior to the applicable Pending or Prior Proceeding Date set forth in Item 4 of the Declarations, or the same or substantially the same facts, circumstances, or situations underlying or alleged therein. |
| D. POLLUTION | based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving: <ol style="list-style-type: none"> 1. discharge, emission, release, dispersal, or escape of any Pollutants or any threat thereof; 2. treatment, removal, or disposal of any Pollutants; or |

3. regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any **Pollutants**;

Provided, however, that this exclusion shall not apply to unindemnified **Loss** that is otherwise covered by Insuring Agreement A (Individual Non-Indemnified Liability Coverage) of this Coverage Part.

- E. ERISA for any actual or alleged violation of the responsibilities, obligations, or duties imposed by the Employee Retirement Income Security Act of 1974, or any other matter claimed against an **Insured** in whole or in part in their capacity as a settlor of any benefit plan or trust.
- F. INSURED v. INSURED brought or maintained by, on behalf of, in the right of, or at the direction of any:
1. **Organization** against any other **Organization**;
 2. **Organization** against any **Insured Person**, provided that this subgraph (2) shall not apply to any **Claim** brought:
 - a. outside the United States of America or Canada; or
 - b. in the event of **Financial Impairment** of the **Organization**.
- G. OUTSIDE ENTITY v. INSURED for a **Wrongful Act** by an **Insured Person** while serving in an **Outside Capacity** where such **Claim** is brought:
1. by an **Outside Entity** against an **Insured Person** who is acting in his or her **Outside Capacity** in such **Outside Entity** at the time such **Claim** is first made, except with respect to any **Claim** brought outside the United States of America or Canada.
 2. by a director, officer, trustee, governor, or equivalent position of the **Outside Entity** in any capacity against an **Insured**, except with respect to any **Claim**:
 - a. brought outside the United States of America or Canada; or
 - b. for contribution or indemnity arising from another **Claim** otherwise covered under this **Policy**.
- H. CONDUCT based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
1. any deliberately fraudulent act or omission, or any willful violation of any statute or regulation, by an **Insured**, if a final, non-appealable adjudication in any underlying proceeding or action (other than a declaratory proceeding or action brought by or against the **Insurer**) establishes such an act or omission or violation; or
 2. an **Insured** having gained any personal profit, remuneration, or other advantage to which such **Insured** was not legally entitled, if a final, non-appealable adjudication in any underlying proceeding or action (other than a declaratory proceeding or action brought by or against the **Insurer**) establishes the gaining of such profit, remuneration or advantage.
- I. EMPLOYMENT AND OTHER based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving: (1) any employment or employment related matters

DISCRIMINATION

brought by or on behalf of any **Employee** or **Independent Contractor**, or (2) discrimination or harassment of a third party, including but not limited to any obligation under any workers' compensation, unemployment compensation, employers' liability, employee benefits, fair labor standards, labor relations, wage and hour, disability benefits, or social security benefits law, including any similar provisions of any federal, state, or local statutory or common law.

2. Exclusions Applicable Only to Insuring Agreement C (Entity Liability Coverage)

The **Insurer** shall not be liable for **Loss** on account of any **Claim** or **Investigative Inquiry**:

- A. CONTRACT based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged breach of any contract or agreement to which an **Organization** is a party, except and to the extent the **Organization** would have been liable in the absence of such contract or agreement.
- B. INTELLECTUAL PROPERTY based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged infringement, misappropriation, or violation of any patent or trade secrets;
- C. FALSE ADVERTISING based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any false advertising, misrepresentation in advertising or unfair or deceptive trade practices, with respect to advertising of the **Insured's** own goods, publications, or services.

For the purposes of determining the application of any Exclusion set forth in this Section IV., the **Wrongful Act** or knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**. Only the **Wrongful Act** or knowledge of an **Executive** shall be imputed to the **Organization** and its **Subsidiaries** under Insuring Agreement C. of this Coverage Part.

SECTION IV

NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Part, give the **Insurer** written notice of any **Claim**, **Investigative Inquiry**, or **Crisis Management Event** as soon as practicable, but in no event later than one hundred twenty (120) days after the expiration of the **Policy Period**. If any **Claim**, **Investigative Inquiry**, or **Crisis Management Event** is first made or commenced during the **Extended Reporting Period**, if purchased, written notice to the **Insurer** must be given as soon as practicable, but in no event later than the expiration of the **Extended Reporting Period**.
2. If, during the **Policy Period**, or **Extended Reporting Period**, if purchased, any of the **Insureds** first become aware of circumstances which may reasonably give rise to a future **Claim** and gives written notice to the **Insurer** as soon as practicable of all of the following:
 - a. a description of the allegations anticipated;
 - b. the identity of potential claimants;
 - c. the circumstances by which the **Insureds** first became aware of the noticed circumstances;
 - d. the identity of the **Insureds** involved; and
 - e. the nature of the potential monetary damages or non-monetary relief;

then any **Claim** or **Investigative Inquiry** made subsequently arising out of such circumstances shall be deemed for purposes of this Coverage Part to have been made at the time such notice was received by the **Insurer**. The Policy shall not afford coverage for any fees, expenses, or other costs incurred prior to the date such circumstances results in a **Claim** or **Investigative Inquiry** that is covered by the **Policy**.

3. Notice to **Insurer** shall be given to the address shown under Item 8 of the Declarations.
4. A **Claim** or **Investigative Inquiry** shall be deemed to have been first made against an **Insured** on the date an **Executive** or **Employee** within the **Organization's** human resources department becomes aware of such **Claim** or **Investigative Inquiry**.

SECTION V

DEFENSE AND SETTLEMENT

1. The **Insurer** shall have the right and duty to defend and select defense counsel with respect to any **Claim** covered by this Coverage Part. The duty to defend shall apply even if any of the allegations are groundless, false, or fraudulent. The **Insurer's** duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.
2. It shall be the duty of the **Insureds** and not the **Insurer** to defend any **Investigative Inquiry** that implicates coverage under Insuring Agreement D (Investigative Inquiry Coverage) of this Coverage Part.
3. The **Insurer** may make any investigation it deems necessary and may, with the consent of the **Insureds**, make any settlement of any **Claim** it deems appropriate, such consent not to be unreasonably withheld.
4. The **Insureds** shall not settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit liability with respect to any **Claim** or **Investigative Inquiry** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Defense Costs**, assumed obligation, or admission to which it has not consented. The **Insureds** shall promptly send to the **Insurer** all settlement demands or offers received by any **Insured** from any claimant(s).
5. The **Insureds** agree to provide the **Insurer** with all information, assistance, and cooperation which the **Insurer** reasonably requests and agrees to do nothing that may prejudice the **Insurer's** position or its potential or actual rights of recovery.

SECTION VI

ADDITIONAL LIMIT FOR EXECUTIVES (OPTIONAL)

1. Notwithstanding anything in this **Policy** to the contrary, the Additional Limit of Liability for **Executives**, if purchased, shall be an additional Limit of Liability not to exceed the amount set forth in Item 5 of the Declarations, which amount is in addition to, and not part of, the Aggregate Limit of Liability set forth in Item 4 of the Declarations;
2. The Additional Limit of Liability for **Executives** is available solely for unindemnified **Loss** resulting from a **Claim** for a **Wrongful Act** against an **Executive** that is otherwise covered under Insuring Agreement A (Individual Non-Indemnified Liability Coverage) of this Coverage Part;
3. The Additional Limit of Liability for **Executives** shall be excess of any insurance that is specifically excess to this Coverage Part and such excess insurance must be completely exhausted by payment of **Loss**, damages, or **Defense Costs** thereunder before the **Insurer** shall have any obligation to make any payment under the Additional Limit of Liability for **Executives**.

SECTION VII

OTHER INSURANCE

1. If any **Loss** under this Coverage Part is insured under any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this Coverage Part), this Coverage Part shall be excess of and shall not contribute with such other insurance, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise. When this **Policy** is excess of such other insurance, the **Insurer** will not have a duty to defend a **Claim** under this Coverage Part unless and until such other insurance has been exhausted via payments of loss and defense costs made thereunder by such other insurer.
2. Any coverage afforded under this Coverage Part for a **Claim** or **Investigative Inquiry** in connection with an **Insured Person** serving in an **Outside Capacity** for an **Outside Entity** shall be specifically excess of any indemnity (other than any indemnity provided by an **Organization**) and insurance available to such **Insured Person** by reason of serving in such **Outside Capacity**.

SECTION VIII

ALLOCATION

In the event the **Insurer** has a duty to defend a **Claim** in which both **Loss** that is covered by this Coverage Part and loss which is not covered by this Coverage Part is incurred, either because such **Claim** includes both covered and uncovered matters or because such **Claim** is made against both covered and uncovered parties, then:

1. the **Insurer** shall pay one hundred percent (100%) of **Defense Costs** incurred by the **Insureds** on account of such **Claim**; and
2. there shall be a fair and equitable allocation of any remaining loss incurred by such **Insured** on account of such **Claim** between covered **Loss**, and uncovered loss based upon the relative legal and financial exposures and the relative benefits obtained.

SECTION IX

PRIORITY OF PAYMENTS

1. If the amount of any **Loss** which is otherwise due and owing by the **Insurer** exceeds the then remaining Limit of Liability applicable to the **Loss**, the **Insurer** shall pay the **Loss**, subject to such Limit of Liability, in the following priority:
 - a. First, the **Insurer** shall pay any **Loss** covered under Insuring Agreement A (Individual Non-Indemnified Liability Coverage),
 - b. Second, only if and to the extent the payment in subsection (a) above does not exhaust the applicable Limit of Liability, the **Insurer** shall pay any **Loss** covered under any other applicable Insuring Agreement.
2. Except as otherwise provided in subsection (1) above, the **Insurer** may pay covered **Loss** as it becomes due under this Coverage Part without regard to the potential for other future payment obligations under this Coverage Part.

SECTION X

RETENTION AND PRESUMPTIVE INDEMNIFICATION

1. The **Insurer's** liability under this Coverage Part shall apply only to **Loss** which is in excess of the applicable Retention set forth in Item 5 of the Declarations. Such Retention shall be borne by the **Insureds** uninsured and at their own risk. If different parts of a single **Claim** are subject to different Retentions in different Insuring Agreements within this

Coverage Part, the applicable Retentions shall be applied separately to each part of such **Claim**, but the sum of such Retentions shall not exceed the largest applicable Retention.

2. If an **Organization** fails or refuses, other than for reason of **Financial Impairment**, to indemnify an **Insured Person** for **Loss** to the fullest extent permitted by statutory or common law, then any payment by the **Insurer** of such **Loss** shall be excess of the Retention set forth in Item 5 of the Declarations that is applicable to Insuring Agreement B (Individual Indemnified Liability Coverage).
3. For the purposes of determining an **Organization's** indemnification obligation to any advisory board member, each advisory board member shall be deemed a director or officer of such **Organization**. Accordingly, the **Organization** shall be deemed to have granted indemnification to each advisory board member to the fullest extent permitted by statutory or common law to the same extent as any director or officer of the **Organization**.

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

In consideration of the **Parent Company's** payment of the premium, in reliance upon the information provided to the **Insurer**, including in and with the **Application**, and subject to the limits of liability and applicable retention(s), exclusions, conditions, and other terms of this **Policy**, the **Insurer**, and the **Insureds** agree as follows:

SECTION I

WHAT WE COVER – OUR INSURING AGREEMENTS

1. **Insuring Agreement A: Employment Practices Liability Coverage**

The **Insurer** shall pay, on behalf of an **Insured**, **Loss** that the **Insured** becomes legally obligated to pay by reason of an **Employment Claim** for an **Employment Wrongful Act** that is first made against the **Insured** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the **Insurer** pursuant to Section IV of this Coverage Part.

2. **Insuring Agreement B: Third Party Liability Coverage**

The **Insurer** shall pay, on behalf of an **Insured**, **Loss** that the **Insured** becomes legally obligated to pay by reason of a **Third Party Claim** for a **Third Party Wrongful Act** that is first made against the **Insured** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the **Insurer** pursuant to Section IV of this Coverage Part.

3. **Insuring Agreement C: Workplace Violence Coverage**

The **Insurer** shall pay, on behalf of a **Company**, **Workplace Violence Expenses** that the **Company** incurs on account of a **Workplace Violence Event** that occurs during the **Policy Period**, or the **Extended Reporting Period** if applicable, and is reported to the **Insurer** pursuant to Section IV of this Coverage Part. The **Workplace Violence Expenses** payable by the **Insurer** pursuant to this Insuring Agreement C shall not exceed the Limit of Liability set forth in Item 5 of the Declarations, which amount is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 4 of the Declarations. No retention shall apply to **Workplace Violence Expenses** that are covered by this Insuring Agreement C.

SECTION II

DEFINITIONS

Words and phrases that appear in uppercase bold in this **Policy** have the meanings set forth below:

Claim

means any:

1. **Employment Claim**; or
2. **Third Party Claim**.

Defense Costs

means reasonable and necessary fees and expenses charged by any attorney designated by the **Insurer** to defend the **Insured**, and if authorized by the **Insurer**, all other fees and expenses resulting from the defense or appeal of any **Claim**, including premiums on appeal bonds; however, the **Insurer** shall not be obligated to apply for or furnish any such appeal bonds. **Defense Costs** shall not include salary, fees, overhead, wages, or benefits of any **Insured Person**.

Employee means any natural person whose labor or service is or was engaged and directed by a **Company**, including (1) a part-time, seasonal, leased and temporary employee, intern, or volunteer, (2) an **Independent Contractor**, and (3) applicant for employment with a **Company**.

Employment Claim means:

1. a written demand against an **Insured** for monetary, non-monetary, equitable, or injunctive relief which is commenced by the **Insured's** receipt of such written demand;
2. a civil, administrative, or regulatory proceeding against an **Insured** which is commenced by the service of a complaint or similar pleading, including but not limited to any proceeding before the Equal Employment Opportunity Commission;
3. a criminal proceeding against an **Insured** that is filed outside of the United States which is commenced by a return of an indictment, information, or similar document;
4. an arbitration or mediation proceeding against an **Insured** which is commenced by the receipt of a demand for arbitration, demand for mediation, or similar document; or
5. a written request received by an **Insured** to toll or waive any statute of limitations;

brought by or on behalf of an **Employee** in his or her capacity as such. **Employment Claim** shall not include a labor or grievance proceeding, which is pursuant to a collective bargaining agreement.

Employment Wrongful Act means any actual or alleged:

1. violation of any common or statutory law prohibiting any kind of employment-related discrimination, including any discrimination on the basis of race, religion, sex, sexual orientation, pregnancy, disability, age, genetics, or national origin;
2. harassment, including any type of sexual or gender harassment as well as any racial, religious, sexual orientation, pregnancy, disability, age, or national origin based harassment;
3. hostile work environment;
4. wrongful discharge or termination, whether actual or constructive;
5. breach of an express or implied employment contract;
6. wrongful failure or refusal to employ or promote, or wrongful demotion;
7. employment-related defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, humiliation, invasion of privacy, or the making of any negative or defamatory statement in connection with an employment reference;
8. employment-related wrongful discipline;
9. **Retaliation**; or
10. negligent hiring, retention, training, or supervision, infliction of emotional distress or mental anguish, failure to provide or enforce adequate or consistent corporate policies and procedures, wrongful deprivation of a career opportunity, or violation of an individual's civil rights, but only if employment-related and alleged on behalf of an

Employee in connection with items (1) through (9) of this definition.

Executive

means any natural person who is or was:

1. a duly elected or appointed director, officer, trustee, member of the advisory board, human resources manager, or in-house general counsel of any **Company** incorporated in the United States of America;
2. a duly elected or appointed: (1) manager or member of a duly constituted board of managers or equivalent position; (2) member of a duly constituted management committee; (3) member of a duly constituted advisory board; (4) human resources manager; or (5) in-house general counsel, of any **Company** formed as a limited liability company in the United States of America; or
3. a holder of an equivalent position to those described in Subsections (1) or (2) above in any **Company** incorporated, formed, or organized anywhere in the world.

Financial Impairment

means the status of a **Company** resulting from:

1. the appointment by any federal or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator, or similar official to take control of, supervise, manage, or liquidate such **Company**; or
2. such **Company** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Independent Contractor

means any natural person (1) who alleges to be an **Employee** of a **Company**; or (2) to whom a **Company** provides indemnification in the same manner as its **Employees**.

Insured

means the **Company** and the **Insured Persons**.

Insured Person

means any **Executive** or **Employee** of a **Company** acting in his or her capacity as such; provided, however, that an **Employee** who is an **Independent Contractor** is only an **Insured Person** for purposes of a **Claim** if a **Company** agrees to indemnify the **Independent Contractor** in the same manner as the **Company's** other **Employees** for liability arising out of that **Claim**;

Loss

means damages, judgments, settlements, front-pay, back-pay, pre-judgment or post-judgment interest awarded by a court, **Defense Costs**, and **Workplace Violence Expenses**; provided, however, that **Loss** shall not include:

1. taxes, civil fines, criminal fines, sanctions, or penalties (including tax penalties);
2. punitive, exemplary, multiplied, or liquidated damages, except to the extent such damages are insurable under the law of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insureds**, **Insurer**, this **Policy**, or the **Claim** giving rise to such damages;
3. costs of compliance with any order for, grant of, or agreement to provide non-monetary relief, including injunctive relief;
4. cost associated with providing any accommodation for persons with disabilities or any other status which is protected under any applicable federal, state, or local statutory law or common law anywhere in the world, including the Americans with Disabilities Act, the Civil Rights Act of 1964, and any amendments to or rules or regulations promulgated under such laws;

5. amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
6. future salary, wages, commissions, or benefits of a claimant who has been or shall be hired, promoted, or reinstated to employment pursuant to a settlement, order, or other resolution of any **Claim**.
7. salary, wages, commissions, benefits, or other monetary payments which constitute severance payments;
8. wages or any other compensation earned by a claimant in the course of his or her employment with a **Company**;
9. any amount incurred by an **Insured** in the defense of any action, proceeding, or demand that was not then a **Claim** (other than **Workplace Violence Expenses**) even if (1) such amount also benefits the defense of a covered **Claim**; or (2) such action, proceeding, or demand subsequently gives rise to a **Claim**;
10. costs incurred in cleaning-up, removing, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring **Pollutants**;
11. any amount for which an **Insured** is not financially or legally obligated to pay; or
12. any amount uninsurable under the law pursuant to which this Coverage Part is construed.

Provided that subsections (1) through (11) above do not apply to **Defense Costs**.

Pollutants

means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of hazardous substance issued by the United States Environmental Protection Agency, or any state, local, or foreign counterpart, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.

Retaliation

means retaliatory treatment against an **Employee** on account of such **Employee**:

1. exercising his or her rights under law, refusing to violate any law, or opposing any unlawful practice;
2. having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by the **Insured**;
3. disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or
4. filing any claim against a **Company** under the Federal False Claims Act, or any other federal, state, local, or foreign whistleblower law.

Third Party

Means any natural person who is a customer, vendor, service provider, client, or other business invitee of a **Company**; provided, however, **Third Party** shall not include any **Employee**.

Third Party Claim	means: <ol style="list-style-type: none">1. written demand against an Insured for monetary, non-monetary, or injunctive relief;2. a civil, administrative, or regulatory proceeding against an Insured which is commenced by the service of a complaint or similar pleading;3. an arbitration or mediation proceeding against an Insured which is commenced by the receipt of a demand for arbitration, demand for mediation, or similar document; or4. a written request received by an Insured to toll or waive any statute of limitations; brought by or on behalf of a Third Party in his or her capacity as such.
Third Party Wrongful Act	Means any actual or alleged: <ol style="list-style-type: none">1. harassment of a Third Party, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin based harassment; or2. discrimination of a Third Party, including any discrimination on the basis of race, religion, sex, sexual orientation, pregnancy, disability, age, or national origin. by a Company or any Insured Person while acting in his or her capacity as such.
Workplace Violence Event	means any actual or alleged intentional or unlawful: <ol style="list-style-type: none">1. use of deadly force, or2. threat of deadly force involving the display of a lethal weapon, which occurs at any building, facility, or property occupied by a Company in the conduct of its business and which did or could result in bodily injury or death to an Insured Person . Provided, however, that Workplace Violence Event shall not encompass any event based upon, arising out of, or in consequence of: <ol style="list-style-type: none">1. any actual or attempted robbery, or any other demands for money, securities, or property; or2. any riot, civil upheaval, or civil unrest.
Workplace Violence Expenses	Means the reasonable fees, costs, and expenses for: <ol style="list-style-type: none">1. The services of an independent security consultant for up to sixty (60) days following a Workplace Violence Event;2. The services of an independent public relations consultant for up to sixty (60) days following a Workplace Violence Event;3. Counseling services provided to Insured Persons by an independent counselor at a building, facility, or property occupied by a Company in the conduct of its business up to ninety (90) days following a Workplace Violence Event;4. The services of an independent forensic analyst for up to ninety (90) days following a Workplace Violence Event;

5. Reasonable medical, mental health, dental, and cosmetic expenses for an **Insured Person** who is a victim of a **Workplace Violence Event**;
6. Reasonable expenses of rest and rehabilitation of an **Insured Person** who is a victim of a **Workplace Violence Event** and such **Insured Person's** spouse; provided, however, that such coverage shall only be available for thirty (30) days' worth of such expenses and only if such expenses are incurred within twelve (12) months following the date of the **Workplace Violence Event**; or
7. the salary and/or wages which a **Company** continues to pay an **Employee** who has been a victim of a **Workplace Violence Event**; provided, however, that such coverage shall apply only to the salary and/or wages in effect at the time of such **Workplace Violence Event** and that such coverage will end ninety (90) days following the date of the **Workplace Violence Event**.

Wrongful Act

Means any:

1. **Employment Wrongful Act**; or
2. **Third Party Wrongful Act**.

SECTION III

EXCLUSIONS – WHAT IS NOT COVERED

The **Insurer** shall not be liable for **Loss** on account of any **Claim**:

- | | |
|---------------------------------------|---|
| A. BODILY INJURY /
PROPERTY DAMAGE | for actual or alleged bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible or intangible property including loss of use thereof, whether or not such property is damaged or destroyed; provided, however, this exclusion shall not apply to mental anguish or emotional distress. |
| B. PRIOR NOTICE | based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event, or Wrongful Act which has been the subject of any written notice given and accepted under any other policy or Coverage Part of which this Policy is a renewal or replacement or which it succeeds in time. |
| C. PRIOR OR PENDING
PROCEEDING | based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any written demand, suit, formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, or order, decree or judgment entered for or against any Insured on or prior to the applicable Pending or Prior Proceeding Date as set forth in Item 4 of the Declarations, or the same or substantially the same fact, circumstance, or situation underlying or alleged therein. |
| D. POLLUTION | based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving: <ol style="list-style-type: none"> 1. discharge, emission, release, dispersal, or escape of any Pollutants or any threat thereof; 2. treatment, removal, or disposal of any Pollutants; or 3. regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any Pollutants; |

Provided that this exclusion shall not apply to any **Employment Claim** alleging **Retaliation**.

- E. WAGE & HOUR based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the responsibilities, obligations, or duties imposed by the Fair Labor Standards Act, as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state, or local statutory or common law governing the classification of employees to determine their eligibility for compensation or the payment of wages, overtime, on-call time, rest periods, expense reimbursement, or minimum wages; provided, however, that this exclusion shall not apply to an **Employment Claim** alleging violations of the Equal Pay Act of 1963 or **Retaliation**.
- F. EXCLUDED STATUTES for any actual or alleged violation of the responsibilities, obligations, or duties imposed by the Employee Retirement Income Security Act of 1974, National Labor Relations Act, Labor Management Relations Act, Worker Adjustment and Retraining Notification Act, Consolidated Budget Reconciliation Act of 1985, Occupational Safety and Health Act, and Patient Protection and Affordable Care Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state, or local statutory or common law; provided, however, this exclusion shall not apply to any **Employment Claim** alleging **Retaliation** or violations of the Equal Pay Act of 1963.
- G. CONDUCT based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any deliberately fraudulent act or omission, or any willful violation of any statute or regulation, by an **Insured**, if a final, non-appealable adjudication in any underlying proceeding or action (other than a declaratory proceeding or action brought by or against the **Insurer**) establishes such an act or omission or violation.
- H. EMPLOYMENT BENEFITS based upon, arising out of attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged responsibilities, obligations, or duties of any **Insured** pursuant to any workers compensation, unemployment insurance, social security, disability benefits or pension benefits, or similar law; provided, however, this exclusion shall not apply to any **Employment Claim** alleging **Retaliation**.
- I. CONTRACT for any breach of any express or implied employment contract, provided that this exclusion shall not apply to:
1. **Loss** to the extent an **Insured** would have been liable for such **Loss** in the absence of such employment contract; or
 2. **Defense Costs**.

For the purposes of determining the application of any Exclusion set forth in this Section III., the **Wrongful Act** or knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**. Only the **Wrongful Act** or knowledge of an **Executive** shall be imputed to the **Company** and its **Subsidiaries**.

SECTION IV

NOTIFICATION

1. As a condition precedent to their rights to payment under this Coverage Part, the **Insureds** shall give to the **Insurer** written notice of any **Claim** or **Workplace Violence Event** as soon as practicable after an **Executive** or risk manager first learns of such **Claim** or **Workplace Violence Event** but in no event later than: (i) one hundred twenty (120) days after expiration of the **Policy Period**, or (ii) the expiration of the **Extended Reporting Period**, if exercised.
2. If, during the **Policy Period**, or **Extended Reporting Period**, if purchased, any of the **Insureds** first become aware of circumstances which may reasonably give rise to a

future **Claim** and gives written notice to the **Insurer** as soon as practicable of all of the following:

- a. a description of the allegations anticipated;
- b. the identity of potential claimants;
- c. the circumstances by which the **Insureds** first became aware of the noticed circumstances;
- d. the identity of the **Insureds** involved; and
- e. the nature of the potential monetary damages or non-monetary relief;

then any **Claim** made subsequently arising out of such circumstances shall be deemed for purposes of this Coverage Part to have been made at the time such notice was received by the **Insurer**. The **Policy** shall not afford coverage for any fees, expenses, or other costs incurred prior to the date such circumstances results in a **Claim** that is covered by the **Policy**.

3. Notice to **Insurer** shall be given to the address shown under Item 1 of the Declarations.
4. A **Claim** shall be deemed to have been first made against an **Insured** on the date an **Executive** or **Employee** within the **Company's** human resources department becomes aware of such **Claim**.

SECTION V

DEFENSE AND SETTLEMENT

1. The **Insurer** shall have the right and duty to defend and select defense counsel with respect to any **Claim** covered by this Coverage Part. The duty to defend shall apply even if any of the allegations are groundless, false, or fraudulent. The **Insurer's** duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.
2. The **Insurer** may make any investigation it deems necessary and may, with the consent of the **Insureds**, make any settlement of any **Claim** it deems appropriate, such consent not to be unreasonably withheld.
3. The **Insureds** shall not settle or offer to settle any **Claim**, incur any **Defense Costs** or otherwise assume any contractual obligation or admit liability with respect to any **Claim** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not consented. The **Insureds** shall promptly send to the **Insurer** all settlement demands or offers received by any **Insured** from any claimant(s).
4. The **Insureds** agree to provide the **Insurer** with all information, assistance, and cooperation which the **Insurer** reasonably requests and agrees to do nothing that may prejudice the **Insurer's** position or its potential or actual rights of recovery.

SECTION VI

OTHER INSURANCE

If any **Loss** under this Coverage Part is insured under any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this Coverage Part), this Coverage Part shall be excess of and shall not contribute with such other insurance, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise. When this **Policy** is excess of

such other insurance, the **Insurer** will not have a duty to defend a **Claim** under this Coverage Part unless and until such other insurance has been exhausted.

SECTION VII

ALLOCATION

In the event the **Insurer** has a duty to defend a **Claim** in which both **Loss** that is covered by this Coverage Part and loss which is not covered by this Coverage Part is incurred, either because such **Claim** includes both covered and uncovered matters or because such **Claim** is made against both covered and uncovered parties, then:

1. the **Insurer** shall pay one hundred percent (100%) of **Defense Costs** incurred by the **Insureds** on account of such **Claim**; and
2. there shall be a fair and equitable allocation of any remaining loss incurred by such **Insured** on account of such **Claim** between covered **Loss**, and uncovered loss based upon the relative legal and financial exposures and the relative benefits obtained.

SECTION VIII

RETENTION

1. The **Insurer's** liability under this Coverage Part shall apply only to **Loss** which is in excess of the applicable Retention set forth in Item 5 of the Declarations. Such Retention shall be borne by the **Insureds** uninsured and at their own risk. If different parts of a single **Claim** are subject to different Retentions in different Insuring agreements within this Coverage Part, the applicable Retentions shall be applied separately to each part of such **Claim**, but the sum of such Retentions shall not exceed the largest applicable Retention;
2. No Retention shall apply to any **Loss** under this Coverage Part incurred by an **Insured Person** if such **Loss** cannot be indemnified by a **Company** because such **Company** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is unable to do so by reason of **Financial Impairment**.

BIOMETRIC INFORMATION DEFENSE COSTS SUBLIMIT

Form Number	ERUSP-50EN-00E017-0724-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

- I. Item 5. of the Declarations, Coverage Schedule, for the Employment Practices Liability Coverage Part is amended to include the additional **Insuring Agreement: Biometric Defense Costs Coverage**:

Insuring Agreement	Sublimit of Liability	Retention
Biometric Defense Costs Coverage	\$250,000	\$20,000

- II. Section VIII RETENTION is amended to add the following:

The **Insurer's** liability pursuant to the **Biometric Defense Costs Coverage Insuring Agreement** under this Coverage Part on account of each **Biometric Information Claim** shall only apply to that part of **Defense Costs** which are in excess of the applicable Retention set forth in Item 5. of the Declarations, Coverage Schedule, for the **Biometric Defense Costs Coverage Insuring Agreement**. Such Retention to be borne by the **Insureds** uninsured and at their own risk.

- III. Section I WHAT WE COVER – OUR INSURING AGREEMENTS is amended to add the following:

Insuring Agreement: Biometric Defense Costs Coverage

The **Insurer** shall pay, on behalf of an **Insured**, **Biometric Information Claim Defense Costs** incurred by an **Insured** in connection with a **Biometric Information Claim** for a **Biometric Wrongful Act** first made against an **Insured** during the **Policy Period**, or the **Extended Reporting Period**, if applicable, and reported to the **Insurer** pursuant to Section IV. of this Coverage Part and subject to the Sublimit of Liability set forth in Item 5. of the Declarations, Coverage Schedule, for the Employment Practices Liability Coverage Part, which is part of, and not in addition to, the Aggregate Limit of

Liability set forth in Item 4. of the Declarations for the Employment Practices Liability Coverage Part.

IV. Section II DEFINITIONS is amended to add the following to the definition of **Claim**:

Claim shall also mean a **Biometric Information Claim**.

V. Section II DEFINITIONS is amended to add the following:

Biometric Information means any information used to identify a natural person based on an anatomical scan or any record of biological pattern or characteristic, including but not limited to such natural persons retina or iris scan, fingerprint, voiceprint, or any record of hand or face geometry. **Biometric Information** shall not include any information that is protected or regulated pursuant to the Health Insurance Portability and Accountability Act of 1996.

Biometric Information Claim

means:

1. written demand against an **Insured** for monetary, non-monetary, or injunctive relief;
2. a civil, administrative, or regulatory proceeding against an **Insured** which is commenced by the service of a complaint or similar pleading;
3. an arbitration or mediation proceeding against an **Insured** which is commenced by the receipt of a demand for arbitration, demand for mediation, or similar document; or
4. a written request received by an **Insured** to toll or waive any statute of limitations.

brought by or on behalf of an **Employee** in his or her capacity as such.

Biometric Wrongful Act

means an actual or alleged violation of any federal, state, or local law that regulates or restricts the storage, collection or use of **Biometric Information**.

VI. Section III EXCLUSIONS – WHAT IS NOT COVERED is amended to add the following:

BIOMETRICS based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the responsibilities, obligations, or duties imposed by any federal, state, or local law that regulates or restricts the storage, collection or use of **Biometric Information**, provided, however that this exclusion shall not apply to **Defense Costs** covered under the **Biometric Defense Costs Coverage Insuring Agreement** for a **Biometric Information Claim** alleging a **Biometric Wrongful Act**, subject to the Sublimit of Liability set forth in Item 5. of the Declarations, Coverage Schedule for the Employment Practices Liability Coverage Part.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form Number	ERUSP-00EN-040002-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Coalition Executive Risks Policy

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

**DISCLOSURE OF
TERRORISM RISK
INSURANCE ACT
PREMIUM**

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

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of the amount of such insured losses that exceeds the applicable insurer retention.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

EMPLOYED LAWYERS SUBLIMIT ADDED

Form Number	ERUSP-50EN-00P012-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

- I. Item 5 of the Declarations is amended to add the following Sublimit of Liability to the Directors & Officers and Entity Liability Coverage Part:

Sublimit of Liability for all **Claims** against **Employed Lawyers** under Insuring Agreements A and B: \$1,000,000

- II. The Directors & Officers and Entity Liability Coverage Part is amended as follows:

- A. Section II DEFINITIONS is amended as follows:

1. The definition of **Insured Person** is amended to add the following:

Insured Person shall also mean an **Employed Lawyer**, but solely with respect to a **Claim** arising out of his or her **Wrongful Acts** in rendering or failing to render professional services as a licensed attorney on behalf and at the direction of a **Company**.

2. The following definition is added:

Employed Lawyer means any natural person acting as an attorney on behalf of a **Company** who was, now is or shall become an **Employee** of a **Company** that is an attorney at law admitted to the bar in or otherwise licensed to practice law in any state(s) of the United States of America or its territories or possessions.

- B. Section III EXCLUSIONS – WHAT IS NOT COVERED is amended to add the following exclusion that shall apply to all Insuring Agreements:

LAWYER
PROFESSIONAL
LIABILITY based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

1. any **Wrongful Act** or **Interrelated Wrongful Acts** by an **Employed Lawyer** outside the scope of his or her employment with a **Company** as a licensed attorney; or

2. any services provided by an **Employed Lawyer** on behalf of or at the direction of: (a) any entity other than a **Company**; or (b) any natural person, except legal services for an **Insured Person** that are performed on behalf of and at the direction of a **Company**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

EXECUTIVE OFFICER DISCLOSURE MANAGEMENT COSTS COVERAGE ADDED

Form Number	ERUSP-50EN-00A018-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

I. Item 5 of the Declarations is amended to add the following Sublimits of Liability to the Directors & Officers and Entity Liability Coverage Schedule:

- a. Sublimit of Liability for each **Disclosure Event** \$100,000
 - b. Aggregate Sublimit of Liability for all **Disclosure Management Costs** under Insuring Agreement A and Insuring Agreement B \$250,000

II. The Directors & Officers and Entity Liability Coverage Part is amended as follows:

A. The following provision is added:

Subject to the **Policy's** other terms, conditions and exclusions, Insuring Agreement A and Insuring Agreement B shall include coverage for **Disclosure Management Costs** charged by a **Disclosure Advisor** retained by an **Executive** within the first thirty (30) days of and as a result from a **Disclosure Event** that first occurs during the **Policy Period** and is reported pursuant to Section IV NOTIFICATION of this Coverage Part, subject to the Sublimits of Liability and Retention set forth in Item 5 of the Declarations.

B. Section II DEFINITIONS is amended as follows:

1. The definition of **Loss** is amended to add the following:

Loss shall also include **Disclosure Management Costs**.

2. The following definitions are added:

Disclosure Advisor means a firm retained by an **Executive** to provide advice regarding a **Disclosure Event**, the retention of which is mutually agreed upon by the **Parent Company** and the **Insurer**.

Disclosure Event means any negative statement about an **Executive** made during the **Policy Period** in any publication by any individual authorized to speak on behalf of any governmental investigative authority or enforcement unit of

any securities or commodities exchange or other similar self-regulatory organization.

**Disclosure
Management Costs**

means reasonable and necessary fees, costs and expenses charged by a **Disclosure Advisor** retained by an **Executive** within thirty (30) days of a **Disclosure Event** to advise the **Executive** with respect to minimizing potential loss, liability or reputational injury on account of a **Disclosure Event**; however, such **Disclosure Management Costs** shall not include any wages, salaries, fees, expenses or benefits of the **Executive** and shall not include the fees, costs and expenses charged by a **Disclosure Advisor** retained by or on behalf of a **Company** for any related **Disclosure Event**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

IRCA CLAIMS DEFENSE COSTS COVERAGE ADDED

Form Number	ERUSP-50EN-00E015-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

- I. The Declarations of this **Policy** are amended as follows:
 - A. Item 4 is amended to add the following to the Employment Practices Liability Coverage Part:

Pending or Prior Proceeding Date for **IRCA Claim Defense Costs**: August 15, 2023
 - B. Item 5 is amended to add the following to the Employment Practices Liability Coverage Part:

Sublimit of Liability for **IRCA Claim Defense Costs**: \$100,000
- II. The Employment Practices Liability Coverage Part is amended as follows:
 - A. Section I WHAT WE COVER – OUR INSURING AGREEMENTS is amended to add the following:

IRCA Claim Defense Costs Coverage

The **Insurer** shall pay, on behalf of an **Insured**, all **Defense Costs** resulting from an **IRCA Claim** first made against an **Insured** during the **Policy Period** and reported to the **Insurer** pursuant to Section IV of this Coverage Part. The **Defense Costs** payable by the **Insurer** pursuant to this Insuring Agreement shall not exceed the Sublimit of Liability for **IRCA Claim Defense Costs**, which amount is part of, and not in addition to, the Aggregate Limit of Liability.

- B. Section II DEFINITIONS is amended to add the following:

IRCA Claim means a **Claim** for an administrative proceeding against the **Company** pursuant to Section 274A.(e)(3) of the Immigration Reform and Control Act of 1986 (8 U.S.C Sec. 1324a, et set) (“IRCA”) including any appeal thereof pursuant to Section 274A.(e)(7) or Section 274A.(e)(8) of IRCA.

C. Section VIII RETENTION is amended to add the following

No Retention shall apply to **Defense Costs** incurred by a **Company** for **IRCA Claims**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

WAGE AND HOUR DEFENSE COST SUBLIMIT (STATE SPECIFIC)

Form Number	ERUSP-50EN-00E016-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

- I. Section I. of the Employment Practices Liability Coverage Part is amended to add the following additional **Insuring Agreement: Wage and Hour Defense Costs Coverage**:

The **Insurer** shall pay, on behalf of the **Company**, **Wage and Hour Law Claim Defense Costs** incurred by an **Insured** in connection with a **Wage and Hour Claim** first made against an **Insured** alleging **Wage and Hour Law Violations** during the **Policy Period**, or the **Extended Reporting Period**, if applicable, and reported to the **Insurer** pursuant to Section IV. of this Coverage Part and subject to the Sublimit of Liability set forth in Item 5. of the Declarations, Coverage Schedule, for the Employment Practices Liability Coverage Part, **Wage and Hour Law Defense Costs Coverage Insuring Agreement**, which is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 4. of the Declarations for the Employment Practices Liability Coverage Part. This Insuring Agreement shall not apply to **Wage and Hour Law Claims** brought or maintained in any federal, state, or local jurisdiction located in the State(s) of California or based upon arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the **Wage and Hour Law** of such State(s).

- II. Section VII. RETENTION of the Employment Practices Liability Coverage Part is amended to add the following Subsections 3 and 4:
 3. The **Insurer's** liability pursuant to the **Wage and Hour Defense Costs Coverage Insuring Agreement** under this Coverage Part on account of each **Wage and Hour Law Claim** shall only apply to **Defense Costs** which are in excess of the applicable Retention set forth in Item 5. of the Declarations, Coverage Schedule, for the **Wage and Hour Defense Costs Coverage Insuring Agreement**, and subject to the Coinsurance amount set forth in the Coverage Schedule for the **Wage and Hour Defense Costs Coverage Insuring Agreement**. Such Retention to be borne by the **Insureds** uninsured and at their own risk.
 4. With respect to all **Defense Costs** incurred in excess of the Retention for each **Wage and Hour Law Claim**, the **Insureds** shall bear that percentage of all **Defense Costs** specified as the Coinsurance amount set forth at Item 5. Coverage Schedule of the Declarations for the **Wage and Hour Defense Costs Coverage Insuring Agreement** uninsured and at their own risk. The **Insurer** shall have no obligation for such Coinsurance amount. The **Insurer's** liability hereunder for such **Defense Costs** for each **Wage and Hour Law Claim** shall apply to only to the remaining percent of all such **Defense Costs** subject to the Sublimit of

Liability set forth in Item 5. of the Declarations, Coverage Schedule, for the **Wage and Hour Defense Costs Coverage Insuring Agreement**, subject to the Sublimit of Liability set forth in Item 5. of the Declarations, for the **Wage and Hour Defense Costs Coverage Insuring Agreement**.

III. Item 5. of the Declarations, Coverage Schedule, for the Employment Practices Liability Coverage Part is amended to include a new Insuring Agreement for **Wage and Hour Defense Costs Coverage** with a Sublimit of Liability in the amount of \$250,000 subject to a Retention in the amount of \$20,000 per each **Wage and Hour Law Claim** and Coinsurance in the amount of 0%.

IV. Section II. DEFINITIONS is amended to replace the definition of **Claim** with the following:

Claim means any:

1. **Employment Claim**
2. **Third Party Claim**; or
3. **Wage and Hour Law Claim**.

V. Section II. DEFINITIONS is amended to add the following:

Wage and Hour Law means the Fair Labor Standards Act of 1938 and any amendments thereto (29 U.S.C. Sec. 201 et seq.), or any other similar federal, foreign, state or local statute or common law regarding or relating to wage and hour practices, including but not limited to: off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, minimum wage, overtime pay, child labor, recordkeeping requirements, and failure to timely pay wages.

Wage and Hour Claim means:

1. a written demand against an **Insured** for monetary, non-monetary, equitable or injunctive relief which is commenced by an **Insured's** receipt of such written demand;
2. a civil, administrative, or regulatory proceeding against an Insured which is commenced by the service of a complaint or similar pleading;
3. an arbitration or mediation proceeding against an **Insured** which is commenced by the receipt of a demand for arbitration, demand for mediation or similar document; or
4. a written request received by an **Insured** to toll or waive any statute of limitations.

brought by an **Employee** in his or her capacity as such solely for **Wage and Hour Law Violations**. **Wage and Hour Claim** shall not include a labor or grievance proceeding, which is pursuant to a collective bargaining agreement.

Wage and Hour Law Violation means an actual or alleged violation of the responsibilities, obligations or duties imposed on an **Insured** by **Wage and Hour Law**.

VI. Section III.E EXCLUSIONS - WAGE AND HOUR is replaced with the following:

E. WAGE AND HOUR

for any actual or alleged **Wage and Hour Law Violation**; provided, however, that this exclusion shall not apply to an **Employment Claim** alleging violations of Equal Pay Act of 1963 (29 U.S.C. Sec. 206(d) or **Retaliation**; or to (ii) **Defense Costs** covered under **Wage and Hour Defense Costs Coverage Insuring Agreement**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

WAR AND TERRORISM EXCLUSION

Form Number	NMA2918
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to (1) and/or (2) above.

If the **Insurers** allege that by reason of this exclusion, any loss, damage, cost, or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insureds**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

WARN ACT DEFENSE COSTS COVERAGE SUBLIMIT ENDORSEMENT

Form Number	ERUSP-50EN-00E028-0724-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

- I. Item 5. of the Declarations, Coverage Schedule, for the Employment Practices Liability Coverage Part is amended to include the additional **Insuring Agreement: Worker Adjustment and Retraining Notification Act Defense Costs Coverage** with a Sublimit of Liability in the amount of \$100,000 subject to a Retention in the amount of \$20,000 which applies per each **Worker Adjustment and Retraining Notification Act Claim**.

- II. Section III.F. EXCLUSIONS – WHAT IS NOT COVERED – EXCLUDED STATUTES is replaced with the following:

F. EXCLUDED STATUTES	for any actual or alleged violation of the responsibilities, obligations, or duties imposed by the Employment Retirement Income Security Act of 1974, National Labor Relations Act, Labor Management Relations Act, Worker Adjustment and Retraining Notification Act, Consolidated Budget Reconciliation Act of 1985, Occupational Safety and Health Act, and Patient Protection and Affordable Care Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state, or local statutory or common law; provided, however, that this exclusion shall not apply to: (i) any Employment Claim alleging Retaliation or violations of the Equal Pay Act of 1963; or (ii) Defense Costs covered under the Worker Adjustment and Retraining Notification Act Defense Costs Coverage Insuring Agreement , subject to the Sublimit of Liability set forth at Item 5. of the Declarations, for the Worker Adjustment and Retraining Notification Act Defense Costs Coverage Insuring Agreement .
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- III. Section I WHAT WE COVER – OUR INSURING AGREEMENTS is amended to add the following:

Insuring Agreement: Worker Adjustment and Retraining Notification Act Defense Costs Coverage

The **Insurer** shall pay, on behalf of an **Insured**, **Worker Adjustment and Retraining Notification Act Defense Costs** incurred by an **Insured** solely in connection with a **Worker Adjustment and Retraining Notification Act Claim** first made against an **Insured** during the **Policy Period**, or the **Extended Reporting Period**, if applicable, alleging **Worker Adjustment and Retraining Notification Act Violations** and reported to the **Insurer** pursuant to Section IV. of this Coverage Part and subject to the Sublimit of Liability set forth at Item 5. of the Declarations, Coverage Schedule for the Employment Practices Liability Coverage Part's, **Worker Adjustment and Retraining Notification Act Defense Costs Coverage Insuring Agreement**, which is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 4. of the Declarations for the Employment Practices Liability Coverage Part.

IV. Section VIII RETENTION is amended to add the following Subsection 3:

3. The **Insurer's** liability pursuant to the **Worker Adjustment and Retraining Notification Act Defense Costs Coverage Insuring Agreement** under this Coverage Part on account of each **Worker Adjustment and Retraining Notification Act Claim** shall only apply to **Defense Costs** which are in excess of the applicable Retention set forth at Item 5. of the Declarations, Coverage Schedule, **Worker Adjustment and Retraining Notification Act Defense Costs Coverage Insuring Agreement**. Such Retention to be borne by the **Insureds** uninsured and at their own risk.

V. Section II DEFINITIONS is amended to add the following to the definition of **Claim**:

Claim shall also mean a **Worker Adjustment and Retraining Notification Act Claim**.

VI. Section II DEFINITIONS is amended to add the following:

Worker Adjustment and Retraining Notification Act means the Worker Adjustment and Retraining Notification Act of 1988, any amendments thereto (29 U.S.C. Sec. 2101 et seq.) or any similar provisions of any state, or local statutory or common law.

Worker Adjustment and Retraining Notification Act Claim means:

1. a written demand against an **Insured** for monetary, non-monetary, equitable or injunctive relief which is commenced by an **Insured's** receipt of such written demand;
2. a civil, administrative, or regulatory proceeding against an **Insured** which is commenced by the service of a complaint or similar pleading;
3. an arbitration or mediation proceeding against an **Insured** which is commenced by the receipt of a demand for arbitration, demand for mediation or similar document; or
4. a written request received by an **Insured** to toll or waive any statute of limitations.

brought by or on behalf of an **Employee** in his or her capacity as such. **Worker Adjustment and Retraining Notification Act Claim** shall not include a labor or grievance proceeding, which is pursuant to a collective bargaining agreement.

Worker Adjustment and Retraining Notification Act Violation means any actual or alleged violation(s) of the duties and obligations owed by an **Insured** under the **Worker Adjustment and Retraining Notification Act**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

BREACH OF CONTRACT EXCLUSION AMENDED (ABSOLUTE WORDING, NOT-FOR-PROFIT DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART ONLY)

Form Number	ERUSP-50EN-00N009-0124-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Not-For-Profit Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

I. Section III EXCLUSIONS – WHAT IS NOT COVERED is amended to add the following:

CONTRACT based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged breach of any contract or agreement to which an **Organization** is a party.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

BREACH OF CONTRACT EXCLUSION AMENDED (INDEPENDENT CONTRACTOR ONLY)

Form Number	ERUSP-50EN-00E019-1123-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

Section III EXCLUSIONS – WHAT IS NOT COVERED is amended to replace Subsection (I) with the following:

BREACH OF CONTRACT based upon, arising out of, or attributable to any actual or alleged breach of any contract or agreement specifying the terms of the **Company's** engagement of an **Independent Contractor**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

BODILY INJURY AND PROPERTY DAMAGE EXCLUSION AMENDED (ABSOLUTE WORDING, D&O ONLY)

Form Number	ERUSP-50EN-03P005-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

Section III EXCLUSIONS – WHAT IS NOT COVERED is amended to replace Subsection (1)(A) with the following:

BODILY INJURY/ PROPERTY DAMAGE	based upon, arising out of, or attributable to any actual or alleged bodily injury, mental anguish, emotional distress, humiliation, sickness, disease, or death of any person or damage to or destruction of any tangible property, including loss of use thereof whether or not such property is damaged or destroyed; however, this exclusion shall not apply to: (1) any Claim under Insuring Agreement A: Individual Non-Indemnified Liability Coverage; or (2) any Claim brought by a securityholder of a Company in his or her capacity as such, including any securityholder Claim arising out of a cyber breach.
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All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

BODILY INJURY AND PROPERTY DAMAGE EXCLUSION AMENDED (ABSOLUTE WORDING, EPL ONLY)

Form Number	ERUSP-50EN-03E002-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

Section III EXCLUSIONS – WHAT IS NOT COVERED is amended to replace Subsection (A) with the following:

BODILY INJURY/ PROPERTY DAMAGE	based upon, arising out of, or attributable to any bodily injury, sickness, disease, or death of any person or damage to or destruction of any tangible property, including loss of use thereof whether or not such property is damaged or destroyed; however, this exclusion shall not apply to any Claim for emotional distress, mental anguish, or humiliation.
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All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Form Number	ERUSP-50EN-040001-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Coalition Executive Risks Policy

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

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

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any claim, loss, or any other amount that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

DEVELOPER EXCLUSION

Form Number	ERUSP-50EN-00P045-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

Section III EXCLUSIONS – WHAT IS NOT COVERED is amended to add the following exclusion that shall apply to all Insuring Agreements of the Directors & Officers and Entity Liability Coverage Part.

- DEVELOPER EXCLUSION brought or maintained:
1. by any builder, developer or sponsor of a **Company** or any person(s) or entity(ies) who are or were affiliated with any builder, developer, or sponsor of a **Company**; or
 2. against any **Insured** who is or was a builder, developer, or sponsor of a **Company** in their capacity as a builder, developer, or sponsor.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

EMPLOYEE PRIVACY VIOLATION COVERAGE ADDED (SUBLIMIT FOR DEFENSE COSTS)

Form Number	ERUSP-50EN-00E006-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Employment Practices Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

- I. The Declarations of this **Policy** are amended as follows:
 - A. Item 4 is amended to add the following to the Employment Practices Liability Coverage Part:

Pending or Prior Proceeding Date for **Employee Privacy Violation Defense Costs**: August 15, 2023
 - B. Item 5 is amended to add the following to the Employment Practices Liability Coverage Part:

Sublimit of Liability for **Employee Privacy Violation Defense Costs** \$100,000
- III. The Employment Practices Liability Coverage Part is amended as follows:
 - A. Section I WHAT WE COVER – OUR INSURING AGREEMENTS is amended to add the following:

4. **Insuring Agreement D. Employee Privacy Violation Defense Costs**

The **Insurer** shall pay, on behalf of an **Insured**, all **Defense Costs** resulting from a **Claim** for an **Employee Privacy Violation** that is first made against the **Insured** during the **Policy Period**, or the **Extended Reporting Period** if applicable, and reported to the **Insurer** pursuant to Section IV of this Coverage Part. The **Defense Costs** payable by the **Insurer** pursuant to this Insuring Agreement D shall not exceed the Sublimit of Liability for **Employee Privacy Violation Defense Costs**, which amount is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 5 of the Declarations. No retention shall apply to **Defense Costs** incurred by an **Insured** for any **Employee Privacy Violation**.

B. Section II DEFINITIONS is amended to add the following:

Employee Privacy Violation

means the failure to:

1. secure an **Employee's Record** from actual or potential unauthorized access by another person or by an organization which results in injury to such **Employee**; or
2. provide notice, as required by any federal, state, or local statutory law or common law anywhere in the world, to an **Employee** whose **Record** was accessed or may have been accessed by an unauthorized person

Record

means an **Employee's** last name, in combination with:

1. the **Employee's** social security number, driver's license number or other personal identification number (including an employee identification number or student identification number);
2. the **Employee's** financial account number (including a bank account number, retirement account number, or healthcare spending account number);
3. the **Employee's** credit, debit or other payment card number; or
4. the **Employee's** individually identifiable health information (as described in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")), that is held by a **Company**;

when any such information in (1) through (4) above is intended by a **Company** to be accessible only by persons or organizations specifically authorized by a **Company** to have access to such information

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

ENVIRONMENTAL MISMANAGEMENT CLAIM ENDORSEMENT

Form Number	ERUSP-50EN-00A054-1023-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

- I. Section I. WHAT WE COVER – OUR INSURING AGREEMENTS is amended to add the following at the end of the section:
- Insuring Agreement: Environmental Mismanagement Coverage**
- Subject to the other terms and conditions applicable to this Coverage Part, coverage under Insuring Agreements A, B and F for **Claims** against **Insured Persons** includes coverage for any **Environmental Mismanagement Claim**.
- II. Section II. DEFINITIONS is amended to include the following:
- Environmental Event** means:
1. the actual, alleged or threatened discharge, release, seepage, migration or disposal of Pollutants into or on real or personal property, water or the atmosphere; or
 2. any direction or request that the **Company** or the **Insured Persons** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- Environmental Mismanagement Claim** means any **Claim** based upon, arising out of or attributable to an **Environmental Event** if and to the extent such **Claim**: (i) is against an **Insured Person** for **Wrongful Acts** in connection with misrepresenting or failing to disclose information related to actual or alleged global warming or climate changes, or (ii) results in **Loss** incurred by **Insured Persons** for which the **Company** does not indemnify the **Insured Persons** either because the **Company** is neither permitted nor required to grant such indemnification or because of **Financial Impairment**.

III. Section III.D. EXCLUSIONS is deleted and replaced with the following:

D. POLLUTION based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving an actual or alleged **Environmental Event**; however, this exclusion shall not apply to any **Environmental Mismanagement Event**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

EXECUTIVE PERSONAL PROTECTION COSTS COVERAGE ADDED

Form Number	ERUSP-50EN-00P014-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged for the **Policy**, it is hereby understood and agreed that:

- I. Item 5 of the Declarations is amended to add the following Sublimits of Liability to the Directors & Officers and Entity Liability Coverage Schedule:
 - a. Sublimit of Liability for **Personal Asset Protection Costs** for each **Executive** \$50,000
 - b. Aggregate Sublimit of Liability for **Personal Asset Protection Costs** \$250,000
- II. The Directors & Officers and Entity Liability Coverage Part is amended as follows:
 - A. The following provision is added:

Subject to the **Policy's** other terms, conditions and exclusions, Insuring Agreement A and Insuring Agreement B include coverage for **Personal Asset Protection Costs** incurred by an **Executive** to oppose a governmental order to seize or enjoin the sale or transfer of such **Executive's** personal assets or real property that is first filed against the **Executive** during the **Policy Period** and reported pursuant to Section IV NOTIFICATION of this Coverage Part, subject to the Sublimits of Liability and Retention set forth in Item 5 of the Declarations.

- B. Section II DEFINITIONS is amended as follows:

1. The definition of **Loss** is amended to add the following:

Loss shall also include **Personal Asset Protection Costs**.

2. The following definition is added:

Personal Asset Protection Costs means reasonable and necessary fees, costs and expenses consented to by the **Insurer** and incurred by an **Executive** to oppose a governmental order to seize or enjoin the sale or transfer of such **Executive's** personal assets or real property and to obtain the discharge or revocation of any such order imposed upon such **Executive** during the **Policy Period**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

PHYSICAL OR SEXUAL ABUSE EXCLUSION ADDED

Form Number	ERUSP-50EN-00A031-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part**Employment Practices Liability Coverage Part**

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

Solely with respect to the Coverage Part(s) selected above, Section III EXCLUSIONS – WHAT IS NOT COVERED is amended to add the following exclusion that shall apply to all Insuring Agreements of the selected Coverage Part(s):

PHYSICAL OR SEXUAL ABUSE The **Insurer** shall not be liable for **Loss** on account of any **Claim** (and, solely with respect to the Directors & Officers and Entity Liability Coverage Part, any **Securityholder Derivative Demand** or **Investigative Inquiry**) based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged physical or sexual abuse, molestation, assault, or battery.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

REPORTING AND NOTICE PROVISION AMENDED

Form Number	ERUSP-50EN-00A036-1023-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part**Employment Practices Liability Coverage Part**

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that:

- I. Section IV. NOTIFICATIONS – Subsection 1. of the Directors & Officers and Entity Liability Coverage Part is deleted and replaced with the following:
 1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Part, give the **Insurer** written notice of any **Claim, Securityholder Derivative Demand, Investigative Inquiry, or Crisis Management Event**, as soon as practicable, after a chief executive officer, chief financial officer, or general counsel (or equivalent positions) first learns of such **Claim, Securityholder Derivative Demand, Investigative Inquiry, or Crisis Management Event**, but in no event later than one hundred twenty (120) days after the expiration of the **Policy Period**. If any **Claim, Securityholder Derivative Demand, Investigative Inquiry or Crisis Management Event** is first made, commenced or occurs during the **Extended Reporting Period**, if purchased, written notice to the **Insurer** must be given as soon as practicable after a chief executive officer, chief financial officer, or general counsel (or equivalent positions) first learns of such **Claim, Securityholder Derivative Demand, Investigative Inquiry, or Crisis Management Event**, but in no event after the expiration of the **Extended Reporting Period**.
- II. Section IV. NOTIFICATIONS – Subsection 1. of the Employment Practices Liability Coverage Part is deleted and replaced with the following:
 1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Part, give the **Insurer** written notice of any **Claim or Workplace Violence Event**, as soon as practicable, after a chief executive officer, chief financial officer, human resource manager, or general counsel (or equivalent positions) first learns of such **Claim, or Workplace Violence Event**, but in no event later than one hundred twenty (120) days after the expiration of the **Policy Period**. If any **Claim or Workplace Violence Event** is first made or occurs during the **Extended Reporting Period**, if purchased, written notice to the **Insurer** must be given as soon as practicable after a chief executive officer, chief financial officer, human

resource manager, or general counsel (or equivalent positions) first learns of such **Claim**, or **Workplace Violence Event**, but in no event after the expiration of the **Extended Reporting Period**.

III. Section IV. NOTIFICATIONS – Subsection 1. of the Fiduciary Liability Coverage Part is deleted and replaced with the following:

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Part, give the **Insurer** written notice of any **Claim**, as soon as practicable, after a chief executive officer, chief financial officer, or general counsel (or equivalent positions) first learns of such **Claim**, but in no event later than one hundred twenty (120) days after the expiration of the **Policy Period**. If any **Claim** is first made during the **Extended Reporting Period**, if purchased, written notice to the **Insurer** must be given as soon as practicable after a chief executive officer, chief financial officer, or general counsel (or equivalent positions) first learns of such **Claim**, but in no event after the expiration of the **Extended Reporting Period**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

SERVICE OF SUIT

Form Number	ERUSP-50EN-04A051-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

It is understood and agreed that in the event the **Insurer** fails to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Parent Company**, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right by the **Insurer** to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state of United States pertinent hereto. In any suit instituted against the **Insurer** upon this contract, the **Insurer** will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the Statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Parent Company** or any beneficiary hereunder arising out of this contract of insurance.

The **Insurer** hereby designates Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017 as the person/entity to who the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

STATE AMENDATORY INCONSISTENCY ADDED

Form Number	ERUSP-50EN-00P037-0923-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

General Terms and Conditions

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- I. The following Section XIX. Is added to the General Terms and Conditions:

SECTION XIX.**STATE AMENDATORY INCONSISTENCY**

If there is an inconsistency between terms and/or conditions in this **Policy** and any endorsements attached thereto, and any attached state amendatory endorsements, where permitted by law, the **Insurer** shall apply those conditions which are more favorable to the **Insureds**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.

UK CORPORATE MANSLAUGHTER COSTS ENDORSEMENT

Form Number	ERUSP-50EN-00A055-1023-01
Effective Date of Endorsement	August 15, 2024
Named Insured	Meridian Lake Park Corp
Policy Number	C-4LQK-150417-MLPSME-2024
Issued by (Name of Insurance Company)	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010140SS23), Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010162SS23)
Additional Premium	\$0.00
Return Premium	\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged for this **Policy**, it is hereby understood and agreed that the Directors & Officers and Entity Liability Coverage Part is amended as follows:

- I. Section I. WHAT WE COVER – OUR INSURING AGREEMENTS is amended to add the following at the end of the section:

Insuring Agreement: UK MANSLAUGHTER COSTS COVERAGE

Subject to the other terms and conditions applicable to this Coverage Part, coverage under Insuring Agreements A, B and F includes coverage for all **Corporate Manslaughter Costs** incurred by an **Insured Person** as a result of a **Claim** for a **Wrongful Act** that is first made against the **Insured Person** during the **Policy Period**, or the **Extended Reporting Period**, if applicable, and reported to the **Insurer** pursuant to Section IV. of this Coverage Part. The amount payable by the **Insurer** pursuant to this Insuring Agreement I. shall not exceed the Limit of Liability set forth in Item 5 of the Declarations, which amount is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 4 of the Declarations. No Retention shall apply to **Corporate Manslaughter Costs** that are covered by this Insuring Agreement I. Section IV.(2) NOTIFICATION of this Coverage Part and Section VI. EXTENDED REPORTING PERIOD of this **Policy's** General Terms and Conditions shall not apply to **Corporate Manslaughter Costs**.

- II. Section II. DEFINITIONS is amended to include the following:

Corporate Manslaughter Costs means reasonable and necessary fees, costs and expenses (other than regular or overtime wages, salaries, bonuses, stock options, or fees, or any other form of compensation, or fees of **Insured Persons**) consented to by the **Insurer** in writing and incurred by an **Insured Person** in the investigation, adjustment, defense and/or appeal of a **Claim** made against the **Company** for violation of the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or similar criminal statute.

III. Section III.A EXCLUSIONS is deleted and replaced with the following:

A. BODILY INJURY/

PROPERTY DAMAGE

for actual or alleged bodily injury, sickness, disease, death, false imprisonment, assault, battery, mental anguish, emotional distress, humiliation, invasion of privacy, or damages to or destruction of any tangible or intangible property including loss of use thereof, whether or not such property is damaged or destroyed; provided, however, this exclusion shall not apply to: (1) any **Claim** brought by a securityholder of a **Company** in his or her capacity as such, including any securityholder **Claim** arising out of a cyber breach, (2) unindemnified **Loss** that is otherwise covered by Insuring Agreement A (Individual Non-Indemnified Liability Coverage) of this Coverage Part, or (3) **Corporate Manslaughter Costs**.

All other terms, conditions, provisions, and exclusions of this **Policy** remain the same.