

This Policy is issued by the stock insurance company listed above (Insurer).

THE EMPLOYMENT PRACTICES, INSURED PERSON AND ORGANIZATION, AND FIDUCIARY COVERAGE SECTIONS OF THIS POLICY, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST, AND REPORTED BY THE INSURED PURSUANT TO THE TERMS OF THE RELEVANT COVERAGE SECTION. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL NOT BE REDUCED BY AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES. AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES AND LOSS SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNTS.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THIS POLICY.

Policy Number: EKI3118986

Item 1. Parent Organization: Le Jardin Community Center, Inc.
Principal Address: 177 West Mowry
Homestead, FL 33030

Item 2. Policy Period: From 01/01/2014 to 01/01/2015
12:01 a.m. local time at the Principal Address shown in Item 1.

Item 3. Coverage Sections

Employment Practices

1. Limit of Liability \$2,000,000 maximum aggregate for this Coverage Section
2. Retention(s):
 - a. \$10,000 each Employment Practices Claim
 - b. \$10,000 each Third Party Claim
3. Continuity Date:
Date Of Incorporation for any Loss payable as respects the first \$1,000,000 of the above limit of liability.
1/1/2011 for any Loss payable as respects the above limit of liability in excess of \$1,000,000.
4. Third Party Coverage: Yes X No

Insured Person and Organization

1. Limit of Liability \$2,000,000 maximum aggregate for this Coverage Section
2. Retention(s):
 - a. \$0 each Claim as respects Insured Person
 - b. \$0 each Claim as respects the Organization
3. Continuity Date:
Date Of Incorporation for any Loss payable as respects the first \$1,000,000 of the above limit of liability.
1/1/2011 for any Loss payable as respects the above limit of liability in excess of \$1,000,000.

Fiduciary

1. Limit of Liability \$2,000,000 maximum aggregate for this Coverage Section
2. Retention(s): \$0 each Fiduciary Claim
3. Continuity Date:
Date Of Incorporation for any Loss payable as respects the first \$1,000,000 of the above limit of liability.
1/1/2011 for any Loss payable as respects the above limit of liability in excess of \$1,000,000.

Item 4. Premium: \$3,853 plus
I Florida Hurricane Catastrophe Fund Assessment of \$50.09

Item 5. Discovery Period:

1. One (1) year 30% of the premium
2. Two (2) years 75% of the premium
3. Three (3) years 100% of the premium

As provided in Section H. of the General Terms and Conditions, only one of the above Discovery Period options may be elected and purchased.

Item 6. Run-Off Period:

1. One (1) year 150% of the premium
2. Two (2) years 200% of the premium
3. Three (3) years 215% of the premium
4. Four (4) years 217% of the premium
5. Five (5) years 220% of the premium
6. Six (6) years 225% of the premium

As provided in Section I. of the General Terms and Conditions, only one of the above Run-Off Period options may be elected and purchased.

Item 7. Forms attached at Policy issuance:

EKI-D-2 (04/08), EKI-326 (04/08), EKI-P-7 (04/08), EKI-P-8 (04/08), EKI-P-9 (04/08), EKI-99 (04/08), EKI-804 (01/09), EKI-888 (12/09), EKI-803(01/09), EKI-255 (08/09), EKI-266 (04/08), EKI-267 (04/08), EKI-261FL (02/09), EKI-805 (01/09), EKI-304FL(11/10), EKI-814 (05/09), EKI-930 (02/11), EKI-806 (01/09), EKI-792-FL (02/09), EKI-807 (04/09), EKI-269 (04/08), EKI-1128 (09/12), EKI-104 (04/08), UTI-278g (09/06), EKI-869 (08/09), EKI-355 (06/08), EKI-238 (04/08), EKI-830 (05/09), EKI-110 (04/08), EKI-111 (04/08), EKI-802 (01/09), EKI-866 (07/09), NOTI0164FL (2-09)

Item 8. Notices to Insurer:

Notice of Claims to:

Scottsdale Indemnity Company
Attention: Claims Manager
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007
FSReportALoss@freedomspecialtyins.com

Other Notices:

Scottsdale Indemnity Company
Attention: Claims Manager
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007
FSReportALoss@freedomspecialtyins.com

These Declarations, together with the Application, Coverage Sections, General Terms and Conditions, and any written endorsement(s) attached thereto, shall constitute the contract between the Insured and the Insurer.

Scottsdale Indemnity Company

Home Office:

One Nationwide Plaza • Columbus, Ohio 43215

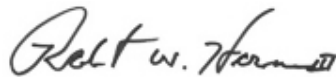
Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.



Secretary



President

The information contained herein replaces any similar information contained elsewhere in the policy.

Scottsdale Indemnity Company

Scottsdale Indemnity Company, herein called the Insurer

BUSINESS AND MANAGEMENT INDEMNITY POLICY — NON-PROFIT ORGANIZATIONS

GENERAL TERMS AND CONDITIONS

In consideration of the payment of premium, in reliance on the Application and subject to the Declarations, and terms and conditions of this Policy, the Insurer and the Insureds agree as follows.

A. SEVERABILITY OF GENERAL TERMS AND CONDITIONS

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

B. DEFINITIONS

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

1. **Additional Insured Person Discovery Period** means any time after the effective date the Parent Organization cancels or elects to not renew the Policy which may be applicable pursuant to Section J. below.
2. **Application** means 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. All such applications, attachments, information, materials and documents are deemed attached to and incorporated into this Policy.
3. **Discovery Period** means one of the periods described in Item 5. of the Declarations which is elected and purchased pursuant to Section H. below.
4. **Domestic Partner** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the Organization.
5. **Extended Period** means the Discovery Period, Run-Off Period, or Additional Insured Person Discovery Period, if such provision is applicable pursuant to Section J. or is elected and purchased pursuant to Sections H. or I., respectively, below.
6. **Insurer** means the insurance company providing this insurance.
7. **Organization** means:
 - a. the Parent Organization; and
 - b. 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.
8. **Parent Organization** means the entity first named in Item 1. of the Declarations.
9. **Policy** means, collectively, the Declarations, the Application, this policy form and any endorsements.
10. **Policy Period** means the period from the effective date and hour of the inception of this Policy to the Policy expiration date and hour as set forth in Item 2. of the Declarations, or its earlier cancellation date and hour, if any.

11. Run-Off Period means one of the periods described in Item 6. of the Declarations, which is elected and purchased pursuant to Section I. below.
12. Subsidiary means any entity of which more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to vote for the election of such entity's directors or managers are owned or controlled by the Parent Organization, directly or indirectly, if such entity:
 - a. was so owned on or prior to the inception date of this Policy; or
 - b. becomes so owned after the inception date of this Policy.
13. Takeover means:
 - a. the acquisition by any person or entity of more than fifty percent (50%) of the voting rights of the Parent Organization representing the present right to vote for the election of directors or trustees; or
 - b. the merger or consolidation of the Parent Organization into another entity such that the Parent Organization is not the surviving entity;

All definitions shall apply equally to the singular and plural forms of the respective words.

C. LIMITS OF LIABILITY AND RETENTIONS

1. The Limits of Liability and Retentions for each Coverage Section are separate Limits of Liability and Retentions pertaining only to the Coverage Section for which they are shown. The application of a Retention to Loss under one Coverage Section shall not reduce the Retention under any other Coverage Section, and no reduction in the Limit of Liability applicable to one Coverage Section shall reduce the Limit of Liability under any other Coverage Section.
2. In the event that any Claim is covered, in whole or in part, under more than one Coverage Section, the total applicable Retention shall not exceed the single largest applicable Retention. The largest applicable Retention shall apply only once to such Claim.

D. WARRANTY

It is warranted that the particulars and statements contained in the Application are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy and each Coverage Section.

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 the hazard assumed by Insurer under this Policy, and that this Policy and each Coverage Section are issued in reliance upon the truth of such representations; and
2. in the event the Application, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive, or contains any misrepresentation or omission which materially affects either the acceptance of the risk or the hazard assumed by Insurer under this Policy, this Policy, including each and all Coverage Sections, shall be void ab initio with respect to any Insureds who had knowledge of such misrepresentation or omission.

E. CANCELLATION

1. By acceptance of this Policy, the Insureds hereby confer to the Parent Organization the exclusive power and authority to cancel this Policy on their behalf. The Parent Organization may cancel this Policy in its entirety or any of the applicable Coverage Sections individually by surrender thereof to the Insurer, or by mailing written notice to the Insurer stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall be the date the Insurer received such notice or any later date specified in the notice, and such effective date shall become the end of the Policy or applicable Coverage Section. Delivery of such written notice shall be equivalent to mailing.
2. This Policy may be cancelled by the Insurer only for nonpayment of premium, by mailing written notice to the Parent Organization stating when such cancellation shall be effective, such date to be not less than ten (10) days from the date of the written notice. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice by the Insurer shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then the notice period shall be deemed to be the minimum notice period permitted under the governing law or regulation.
3. If this Policy or any Coverage Section is cancelled, the Insurer shall retain the pro rata proportion of the premium therefore. Payment or tender of any unearned premium by Insurer shall not be a condition precedent to the effectiveness of cancellation.

F. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and Domestic Partners of natural persons who are Insureds shall be considered Insureds under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and Domestic Partners only for a Claim arising solely out of their status as such and, in the case of a spouse or Domestic Partner, where the Claim seeks damages from marital community property, jointly held property or property transferred from the natural person who is an Insured to the spouse or Domestic Partner. No coverage is provided for any Wrongful Act of an estate, heir, legal representative, assign, spouse or Domestic Partner. All of the terms and conditions of this Policy including, without limitation, the Retentions applicable to Loss incurred by natural persons who are Insureds shall also apply to Loss incurred by such estates, heirs, legal representatives, assigns, spouses and Domestic Partners.

G. AUTHORIZATION CLAUSE

By acceptance of this Policy, the Parent Organization agrees to act on behalf of all Insureds, and the Insureds agree that the Parent Organization will act on their behalf, with respect to the giving of all notices to Insurer, the receiving of notices from Insurer, the agreement to and acceptance of endorsements, the payment of the premium and the receipt of any return premium.

H. DISCOVERY PERIOD

1. If this Policy or any Coverage Section is cancelled or is not renewed by the Insurer, for reasons other than non-payment of premium or if the Parent Organization elects to cancel or not to renew this Policy or a Coverage Section, then the Parent Organization shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 5. of the Declarations of the total premium for this Policy, or the total premium for the cancelled or not renewed Coverage Section, whichever is applicable, to purchase an extension of the coverage granted by this Policy or the applicable cancelled or not renewed Coverage Section with respect to any Claim first made during the period of time set forth in Item 5. of the Declarations after the effective date of such cancellation or, in the event of a refusal to renew, after the Policy expiration date, but only with respect to any Wrongful Act committed before such date. The Parent Organization shall have the right to elect only one of the Discovery Periods set forth in Item 5. of the Declarations.
2. As a condition precedent to the right to purchase the Discovery Period set forth in subsection H.1. above, the total premium for the Policy must have been paid. Such right to purchase the Discovery Period shall terminate unless written notice, together with full payment of the premium for the Discovery Period, is received by Insurer within thirty (30) days after the effective date of cancellation, or, in the event of a refusal to renew, within thirty (30) days after the Policy expiration date. If such notice and premium payment is not so given to Insurer, there shall be no right to purchase the Discovery Period.
3. In the event of the purchase of the Discovery Period, the entire premium therefore shall be deemed earned at the commencement of the Discovery Period.
4. The exercise of the Discovery Period shall not in any way increase or reinstate the limit of Insurer's liability under any Coverage Section.

I. RUN-OFF COVERAGE

In the event of a Takeover:

1. The Parent Organization shall have the right, upon payment of an additional premium calculated at the percentage of the total premium for this Policy set forth in Item 6. of the Declarations, to an extension of the coverage granted by this Policy with respect to any Claim first made during the Run-Off Period, as set forth in Item 6. of the Declarations, but only with respect to any Wrongful Act committed before the effective date of the Takeover (herein defined as "Run-Off Coverage"); provided, however, such additional premium shall be reduced by the amount of the unearned premium from the date of the Takeover or the date of notice of the election of the Run-Off Coverage, whichever is later, through the expiration date set forth in Item 2. of the Declarations.
2. The Parent Organization shall have the right to elect only one of the periods designated in Item 6. of the Declarations. The election must be made prior to the expiration of the Policy Period. The right to purchase a Run-Off Period shall terminate on the expiration of the Policy Period.
3. If a Run-Off Period is elected and purchased:
 - a. Section E. above, is deleted in its entirety and neither the Insureds nor the Insurer may cancel this Policy or any Coverage Section thereof;
 - b. Section H. above, is deleted in its entirety; and
 - c. The exercise of the Run-Off Period shall not in any way increase or reinstate the limit of the Insurer's liability under any Coverage Section.

J. ADDITIONAL INSURED PERSON DISCOVERY PERIOD

If the Parent Organization cancels or elects not to renew this Policy, including all of the applicable Coverage Sections, then any Insured Person who was not actively serving in their capacity as an Insured Person shall be entitled to an extension of the coverage granted by this Policy with respect to any Claim first made during the Additional Insured Person Discovery Period, but only with respect to any Wrongful Act committed before such Policy cancellation or non-renewal.

The extension of coverage during the Additional Insured Person Discovery Period shall not apply to the Organization in any respect. The extension of coverage during the Additional Insured Person Discovery Period shall not apply to any Insured Person if the Parent Organization has elected for the Discovery Period or Run-off Period under Section H. or I. above.

K. ALTERNATIVE DISPUTE RESOLUTION

The Insureds and the Insurer shall submit any dispute or controversy arising out of or relating to this Policy or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process described in this subsection.

Either an Insured or the Insurer may elect the type of ADR process discussed below; provided, however, that the Insured shall have the right to reject the choice by the Insurer of the type of ADR process at any time prior to its commencement, in which case the choice by the Insured of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the Insurer and the Insured mutually agree, in which the Insured and the Insurer shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the Insured and the Insurer mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, and insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this section; provided, however, that no such arbitration shall be commenced until at least sixty (60) days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process may be commenced in New York, New York or in the state indicated in Item 1. of the Declarations as the principal address of the Parent Organization. The Parent Organization shall act on behalf of each and every Insured in connection with any ADR process under this section.

L. TERRITORY

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

M. ASSISTANCE, COOPERATION AND SUBROGATION

The Insureds agree to provide Insurer with such information, assistance and cooperation as Insurer reasonably may request, and they further agree that they shall not take any action which in any way increases Insurer's exposure under this Policy. In the event of any payments under this Policy, Insurer shall be subrogated to the extent of such payment to all of the Insureds' rights of recovery against any person or entity. The Insureds shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable Insurer effectively to bring suit or otherwise pursue subrogation in the name of the Insureds, and shall provide all other assistance and cooperation which Insurer may reasonably require.

N. ACTION AGAINST INSURER, ALTERATION AND ASSIGNMENT

Except as provided in Section J. above, Alternative Dispute Resolution, no action shall lie against Insurer unless, as a condition precedent thereto, there shall have been compliance with all of the terms of this Policy. No person or organization shall have any right under this Policy to join Insurer as a party to any action against the Insureds to determine their liability, nor shall Insurer be impleaded by the Insureds or their legal representative. No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorized representative of the Insurer.

O. ENTIRE AGREEMENT

By acceptance of this Policy, the Insureds agree that this Policy embodies all agreements existing between them and 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 Insurer shall not effect a waiver or a 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 written endorsement or rider issued by Insurer to form part of this Policy.

Scottsdale Indemnity Company

Scottsdale Indemnity Company, herein called the Insurer

BUSINESS AND MANAGEMENT INDEMNITY POLICY — NON-PROFIT ORGANIZATIONS

EMPLOYMENT PRACTICES COVERAGE SECTION

In consideration of the payment of premium, in reliance on the Application and subject to the Declarations, and terms and conditions of this Policy, the Insurer and the Insureds agree as follows:

A. INSURING CLAUSES

1. Employee Insuring Clause

Insurer shall pay the Loss of the Insureds which the Insureds have become legally obligated to pay by reason of an Employment Practices Claim first made against the Insureds during the Policy Period or, if elected, the Extended Period, and reported to the Insurer pursuant to subsection E.1. herein, for an Employment Practices Wrongful Act taking place prior to the end of the Policy Period.

2. Third-Party Insuring Clause

In the event Third-Party Coverage is affirmatively designated in Item 3. of the Declarations relating to this Coverage Section, the Insurer shall pay the Loss of the Insureds which the Insureds have become legally obligated to pay by reason of a Third-Party Claim first made against the Insureds during the Policy Period or, if elected, the Extended Period, and reported to the Insurer pursuant to subsection E.1. herein, for a Third-Party Wrongful Act taking place prior to the end of the Policy Period.

B. DEFINITIONS

1. Claim means any:

- a. Employment Practices Claim; or
- b. Third-Party Claim.

2. Continuity Date means the Continuity Date set forth in Item 3. of the Declarations relating to this Coverage Section.

3. Costs, Charges and Expenses means reasonable and necessary legal costs, charges, fees and expenses incurred by any of the Insureds in defending Claims and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability. Costs, Charges and Expenses do not include salaries, wages, fees, overhead or benefit ex-penses of or associated with officers or employees of the Organization.

4. Employee means any person who was, now is or shall become:

- a. a full-time or part-time employee of the Organization, including voluntary, seasonal, and temporary employees;
- b. any individual who applies for employment with the Organization; and
- c. any natural person who is a leased employee or is contracted to perform work for the Organization, or is an independent contractor for the Organization, but only to the extent such individual performs work or services for or on behalf of the Organization.

5. Employment Practices Claim means:

- a. a written demand against an Insured for damages or other relief;
- b. a civil, judicial, administrative, regulatory or arbitration proceeding or a formal governmental investigation against an Insured seeking damages or other relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom;

- c. a civil proceeding against an Insured before the Equal Employment Opportunity Commission or any similar federal, state or local governmental body, commenced by the filing of a notice of charges, investigative order or similar document; or
- d. a criminal proceeding brought for an Employment Practices Wrongful Act in a court outside of the United States against any Insured, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges,

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

6. Employment Practices Wrongful Act means any actual or alleged:
- a. violation of any common or statutory federal, state, or local law prohibiting any kind of employment-related discrimination;
 - b. harassment, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment, or unlawful workplace harassment, including workplace harassment by any non-employee;
 - c. abusive or hostile work environment;
 - d. wrongful discharge or termination of employment, whether actual or constructive;
 - e. breach of an actual or implied employment contract;
 - f. wrongful deprivation of a career opportunity, wrongful failure or refusal to employ or promote, or wrongful demotion;
 - g. employment-related defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, or invasion of privacy;
 - h. wrongful failure or refusal to adopt or enforce workplace or employment practices, policies or procedures, solely as respects employment-related discrimination or harassment;
 - i. wrongful discipline;
 - j. employment-related wrongful infliction of emotional distress, mental anguish, or humiliation;
 - k. Retaliation;
 - l. negligent evaluation; or
 - m. negligent hiring or negligent supervision of others in connection with a. through l. above, but only if employment-related and claimed by or on behalf of any Employee and only if committed or allegedly committed by any of the Insureds in their capacity as such.
7. Insured Persons means all persons who were, now are or shall become:
- a. a director, officer, trustee, volunteer or committee member of the Organization;
 - b. any Employee; and
 - c. the functional equivalent of a director, officer, trustee, volunteer or committee member or Employee in the event the Organization incorporated or domiciled outside the United States.
8. Insureds means the Organization and any Insured Persons.
9. Interrelated Wrongful Acts means all Wrongful Acts that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of facts, circumstances, situations, events, transactions or causes.
10. Loss means the damages, judgments, settlements, pre-judgment or post-judgment interest awarded by a court, front pay and back pay, and Costs, Charges and Expenses incurred by any of the Insureds.

Loss does not include:

- a. taxes, fines or penalties;
- b. matters uninsurable under the laws pursuant to which this Policy is construed;
- c. punitive or exemplary damages, liquidated damages awarded by a court pursuant to a violation of the Equal Pay Act, the Age Discrimination in Employment Act or the Family Medical Leave Act, all as amended, or

any rules or regulations promulgated thereunder, or similar provisions of any common or statutory federal, state or local law, or the multiple portion of any multiplied damage award, except to the extent that such punitive, exemplary, or liquidated damages or the multiple portion of any multiplied damage award are insurable under the internal laws 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;

- d. the cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgment, settlement or governmental authority;
- e. amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
- f. disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing benefit payments;
- g. the costs to modify or adapt any building or property to be accessible or accommodating, or to be more accessible or accommodating, to any disabled person;
- h. the cost of creating or reinstating employment;
- i. any amount owed as wages to any Employee, other than front pay or back pay; or
- j. any amount for which the Insured is not financially liable or legally obligated to pay.

11. Retaliation means any actual or alleged response of any of the Insureds to:

- a. the disclosure or threat of disclosure by an Employee to a superior or to any governmental agency of any act by any of the Insureds where such act is alleged to be a violation of any federal, state local or foreign law, whether common or statutory, or any rule or regulation promulgated thereunder;
- b. the actual or attempted exercise by an Employee of any right that such Employee has under law, including rights under any worker's compensation law, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;
- c. the filing of any claim under the Federal False Claims Act or any similar federal, state, local or foreign "whistleblower" law or "whistleblower" provision of any law; or
- d. any legally-protected Employee work stoppage or slowdown.

12. Third-Party means any natural person who is a customer, vendor, service provider, client, or other business invitee of the Organization; provided, however, Third-Party shall not include any Employee.

13. Third-Party Claim means:

- a. any written demand for damages or other relief against an Insured;
- b. a civil judicial, administrative or arbitration proceeding against an Insured seeking damages or other relief, including any appeal therefrom; or
- c. a criminal proceeding brought for an Employment Practices Wrongful Act in a court outside of the United States against any Insured, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges;

brought by or on behalf of a Third-Party in their capacity as such.

14. Third-Party Wrongful Act means any actual or alleged:

- a. harassment of a Third-Party, including but not limited to any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment; or
- b. discrimination against a Third-Party, including but not limited to any such discrimination on account of race, color, religion, age, disability or national origin.

15. Wrongful Act means:

- a. Employment Practices Wrongful Act; or
- b. Third-Party Wrongful Act.

C. EXCLUSIONS

Insurer shall not be liable for Loss under this Coverage Section on account of any Claim:

1. for actual or alleged bodily injury, sickness, disease or death of any person, or damage to or de-struction of any tangible or intangible property including loss of use thereof, whether or not such property is physically injured; provided, however, this exclusion shall not apply to mental anguish, emotional distress or humiliation;
2. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any Wrongful Act, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this Policy is a renewal or replacement or which it succeeds in time; or
 - b. any other Wrongful Act whenever occurring which, together with a Wrongful Act, which has been the subject of such notice, would constitute Interrelated Wrongful Acts;
3. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of Pollutants; or
 - b. any direction or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or any voluntary decision to do so;

including without limitation any such Claim by or on behalf of the Organization, its securities holders or creditors based upon, arising out of, or attributable to the matters described in this exclusion. Provided, however, this exclusion shall not apply to that part of any Claim under this Coverage Section where such Claim is for Retaliation.

For purposes of this exclusion, Pollutants means any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, biological, bacterial or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including materials to be reconditioned, recycled or reclaimed). Pollutants shall also mean any other air emission or particulate, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but does not include any fungi intended by the Insured for consumption) and electric or magnetic or electromagnetic field;

4. for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any common or statutory federal, state or local law; provided, however, this exclusion does not apply to any such Claim alleging violations of the Equal Pay Act or Retaliation;
5. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act actually or allegedly committed subsequent to a Takeover;
6. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any prior or pending litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry, including without limitation any investigation by the United States Department of Labor or the United States Equal Employment Opportunity Commission, filed or pending on or before the Continuity Date;
 - b. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative proceeding, demand letter or formal or informal governmental investigation or inquiry, including any investigation by the United States Department of Labor or the United States Equal Employment Opportunity Commission; or
7. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act, fact, circumstance, or situation which any of the Insured Persons who were, now are, or shall be directors, officers, trustees, managers or supervisory employees, had knowledge of prior to the Continuity Date where such Insured Persons had reason to believe at the time that such known Wrongful Act could reasonably be expected to give rise to such Claim;
8. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged responsibility, obligation or duty 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 such Claim alleging Retaliation; or

9. for that portion of Loss which is covered under any other Coverage Section of this Policy.

No Wrongful Act of one or more Insureds shall be imputed to any other Insureds for the purpose of determining the applicability of any of the above exclusions.

D. LIMIT OF LIABILITY AND RETENTIONS

1. The liability of the Insurer shall apply only to that part of Loss which is excess of the Retention amount applicable to this Coverage Section, as shown in Item 3. of the Declarations. Such Retention shall be borne uninsured by the Insureds and at their own risk. If different parts of a single Claim are subject to different applicable Retentions under this Coverage Section, the applicable Retentions will be applied separately to each part of such Loss, but the sum of such Retentions shall not exceed the largest applicable Retention.
2. The amount shown in Item 3.1. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of the Insurer under this Coverage Section.
3. All Claims arising out of the same Wrongful Act and all Interrelated Wrongful Acts shall be deemed to be a single Claim, and such Claim 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 Acts is first made; or
 - b. the time at which the Claim involving the same Wrongful Act or Interrelated Wrongful Acts shall be deemed to have been made pursuant to subsection E.2. below.
4. Payments of Loss, other than Costs, Charges and Expenses, by Insurer shall reduce the Limit of Liability under this Coverage Section. Costs, Charges and Expenses are not part of and are in addition to the Limit of Liability. Payment of Costs, Charges and Expenses by the Insurer shall not reduce the Limit of Liability. If such Limit of Liability is exhausted, the obligations of the Insurer under this Coverage Section shall be completely fulfilled and extinguished.

E. NOTIFICATION

1. The Insureds shall, as a condition precedent to their rights to payment under this Coverage Section only, give to Insurer written notice of any Claim made against the Insureds as soon as practicable, but in no event later than sixty (60) days after such Claim is first made against the Insureds, or the expiration of the Policy Period, whichever is later. If any Claim is first made against the Insureds during the Extended Period, if purchased, written notice to Insurer must be given as soon as practicable, but in no event later than sixty (60) days after such Claim is first made against the Insureds, or the end of the Extended Period, whichever is later.
2. If, during the Policy Period or the Discovery Period, any of the Insureds first becomes aware of a specific Wrongful Act which may reasonably give rise to a future Claim covered under this Policy, and if the Insureds, during the Policy Period or the Discovery Period, if purchased, given written notice to Insurer as soon as practicable of:
 - a. a description of the Wrongful Act allegations anticipated;
 - b. the identity of the potential claimants;
 - c. the circumstances by which the Insureds first became aware of the Wrongful Act;
 - d. the identity of the Insureds allegedly involved;
 - e. the consequences which have resulted or may result; and
 - f. the nature of the potential monetary damages and non-monetary relief;

then any Claim made subsequently arising out of such Wrongful Act shall be deemed for the purposes of this Coverage Section to have been made at the time such written notice was received by the Insurer. No coverage is provided for fees, expenses and other costs incurred prior to the time such Wrongful Act results in a Claim.

3. Notice to Insurer shall be given to the address specified in Item 8. of the Declarations for this Policy.

F. SETTLEMENT AND DEFENSE

1. It shall be the duty of the Insurer and not the duty of the Insureds to defend any Claim. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The Insurer's duty to defend any Claim shall cease when the Limits of Liability have been exhausted.
2. The Insurer may make any investigation it deems necessary and shall have the right to settle any Claim; provided, however, no settlement shall be made without the consent of the Parent Company, such consent not

to be unreasonably withheld.

3. Notwithstanding subsection 1. above, in the event that any Claim is brought as a class action, and all or any part of such Claim involves any actual or alleged violation of the Fair Labor Standards Act of 1938, as amended, or any similar state law, regulation or code, then it shall be the duty of the Insureds and not the duty of the Insurer to defend any such Claim.
4. The Insureds agree not to settle or offer to settle any Claim, incur any Costs, Charges and Expenses or otherwise assume any contractual obligation or admit any 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, Costs, Charges and Expenses, 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 the claimant(s).
5. If the Insurer does not have the duty to defend a Claim, then the Insurer shall have the right and shall be given the opportunity to effectively associate with, and shall be consulted in advance by, the Insureds regarding the defense and negotiation of any settlement of any Claim.
6. 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, the Insureds will do nothing that shall prejudice the position of the Insurer or its potential or actual rights of recovery.
7. If the Insurer does not have the duty to defend a Claim, the Insurer shall, on a quarterly basis, advance on behalf of the Insureds covered Costs, Charges and Expenses, which the Insureds have incurred in connection with Claims made against them, prior to disposition of such Claims. Any advancement of Costs, Charges and Expenses shall be subject to the condition that such advanced amounts shall be repaid to the Insurer by the Insureds severally according to their respective interests if and to the extent the Insureds shall not be entitled to coverage for such Costs, Charges and Expenses under the terms and conditions of this Policy.

G. OTHER INSURANCE

1. For any Employment Practices Claim, if any Loss covered under this Coverage Section is covered under any other valid and collectable insurance, then this Policy shall be primary insurance; provided that with respect to that portion of an Employment Practice Claim made against any leased, temporary or independently contracted Employee, Loss, including Costs, Charges and Expenses, payable on behalf of such Employee under this Coverage Section will be specifically excess of and will not contribute with such other insurance, including but not limited to any such other insurance under which there is a duty to defend, unless such insurance is specifically stated to be in excess over the Limit of Liability of this Coverage Section.
2. For any Third-Party Claim, if any Loss covered under this Coverage Section is covered under any other valid and collectable insurance, then this Policy shall be specifically excess of and will not contribute with such other insurance, including but not limited to any such other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be excess over the Limit of Liability of this Coverage Section.

H. ALLOCATION

If the Insurer does not have the duty to defend a Claim, then the following subsections shall apply to such Claim.

1. If, in any Claim covered in whole or in part under this Coverage Section, the Insureds who are afforded coverage for such Claim incur Loss jointly with others, or incur an amount consisting of both Loss covered by this Policy and loss not covered by this Policy because such Claim includes both covered and uncovered matters, then the Insureds and the Insurer shall allocate such amount between covered Loss and uncovered loss based upon the relative legal and financial exposures and the relative benefits obtained by the parties to covered and uncovered matters.
2. If there can be an agreement between Insureds and the Insurer on an allocation of Costs, Charges and Expenses, the Insurer shall advance on a current basis covered Costs, Charges and Expenses. If there can be no agreement on allocation of Costs, Charges and Expenses, the Insurer shall advance on a current basis Costs, Charges and Expenses which the Insurer believes to be covered under this Policy until a different allocation is negotiated or arbitrated. Any advancement of Costs, Charges and Expenses shall be subject to, and conditioned upon receipt by the Insurer of, a written undertaking by the Insureds that such advanced amounts shall be repaid to the Insurer by the Insureds severally according to their respective interests if and to the extent that Insureds shall not be entitled under the terms and conditions of the Policy to coverage for such Costs, Charges and Expenses.
3. Any negotiated or arbitrated allocation of Costs, Charges and Expenses on account of a Claim shall be applied retroactively to all Costs, Charges and Expenses on account of such Claim, notwithstanding any prior advancement to the contrary. Any allocation or advancement of Costs, Charges and Expenses on account of a Claim shall not apply to or create any presumption with respect to the allocation of other Loss on account of such Claim or any other Claim.

Scottsdale Indemnity Company

Scottsdale Indemnity Company, herein called the Insurer

BUSINESS AND MANAGEMENT INDEMNITY POLICY — NON-PROFIT ORGANIZATIONS

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

In consideration of the payment of premium, in reliance on the Application and subject to the Declarations, and terms and conditions of this Policy, the Insurer and the Insureds agree as follows:

A. INSURING CLAUSE

Insurer shall pay the Loss of the Insureds which the Insureds have become legally obligated to pay by reason of a Claim first made against the Insureds during the Policy Period or, if elected, the Extended Period, and reported to the Insurer pursuant to Section E.1. herein, for any Wrongful Act taking place prior to the end of the Policy Period.

B. DEFINITIONS

1. Claim means:
 - a. a written demand against any Insured for monetary damages or non-monetary or injunctive relief;
 - b. a civil proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
 - c. a criminal proceeding against any Insured, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges;
 - d. an arbitration proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief; or
 - e. a civil, administrative or regulatory proceeding or a formal governmental investigation against any Insured commenced by the filing of a notice of charges, investigative order or similar document.
2. Continuity Date means the date set forth in Item 3. of the Declarations relating to this Coverage Section.
3. Costs, Charges and Expenses means reasonable and necessary legal costs, charges, fees and expenses incurred by any of the Insureds in defending Claims and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability. Costs, Charges and Expenses do not include salaries, wages, fees, overhead or benefit expenses of or associated with officers or employees of the Organization.
4. Insured Persons means all persons who were, now are or shall become:
 - a. a director, officer, trustee, volunteer, committee member or employee of the Organization; and
 - b. the functional equivalent of a director, officer, trustee, volunteer, committee member or employee in the event the Organization is incorporated or domiciled outside the United States.
5. Insureds mean the Organization and the Insured Persons.
6. Interrelated Wrongful Acts means all Wrongful Acts that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of facts, circumstances, situations, events, transactions or causes.
7. Loss means damages, judgments, settlements, pre-judgment or post-judgment interest awarded by a court, and Costs, Charges and Expenses incurred by any of the Insureds.

Loss does not include:

- a. taxes, fines or penalties;
- b. matters uninsurable under the laws pursuant to which this Policy is construed;

- c. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or the multiple portion of any multiplied damage award are insurable under the internal laws 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;
 - d. the cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgment, settlement or governmental authority;
 - e. any amount for which the Insured is not financially liable or legally obligated to pay;
 - f. the costs to modify or adapt any building or property to be accessible or accommodating or more accessible or accommodating, to any disabled person; or
 - g. any amounts owed or paid under any written or express contract or agreement.
8. Personal Injury Act means false arrest, wrongful detention or imprisonment, malicious prosecution, invasion of privacy, or wrongful entry or eviction.
 9. Publisher Liability Act means defamation, infringement of copyright or trademark, unauthorized use of title, plagiarism or misappropriation of ideas.
 10. Wrongful Act means any actual or alleged error, omission, misleading statement, misstatement, neglect, breach of duty or act, Publisher Liability Act or Personal Injury Act allegedly committed or attempted by any Insured, while acting in their capacity as such, or any matter claimed against any Insured Persons solely by reason of his or her serving in such capacity.

C. EXCLUSIONS

Insurer shall not be liable for Loss under this Coverage Section on account of any Claim:

1. for actual or alleged bodily injury, sickness, disease, death, assault, battery, mental anguish, emotional distress, or damage to or destruction of any tangible or intangible property including loss of use thereof, whether or not such property is physically injured;
2. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any Wrongful Act, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this Policy is a renewal or replacement or which it succeeds in time; or
 - b. any other Wrongful Act, whenever occurring, which together with a Wrongful Act which has been the subject of such prior notice, would constitute Interrelated Wrongful Acts;
3. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of Pollutants; or
 - b. any direction or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or any voluntary decision to do so;

For purposes of this exclusion, Pollutants means any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, biological, bacterial or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including materials to be reconditioned, recycled or reclaimed). Pollutants shall also mean any other air emission or particulate, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but does not include any fungi intended by the Insured for consumption) and electric or magnetic or electromagnetic field;

4. for any actual or alleged violation of the responsibilities, obligations or duties imposed by Employee Retirement Income Security Act of 1974, as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory or common law;
5. brought or maintained by, on behalf of, in the right of, or at the direction of any Insured in any capacity, unless such Claim:
 - a. is brought derivatively on behalf of the Organization and is instigated and continued totally independent

of, and totally without the solicitation, assistance, active participation of, or intervention of, any Insured;

- b. is brought or maintained by any Insured in the form of a cross-claim, third-party claim or other proceeding for contribution or indemnity which is part of, and directly results from a Claim that is covered by this Coverage Section; or
 - c. is brought or maintained by any bankruptcy trustee or bankruptcy appointed representative of the Organization;
6. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
- a. any dishonest, deliberately fraudulent or criminal act of any Insured; provided, however this exclusion 6.a. shall not apply unless and until there is a final judgment against such Insured as to such conduct; or
 - b. the gaining of any profit, remuneration or financial advantage to which any Insured Person was not legally entitled; provided, however, that this exclusion 6.b. shall not apply unless and until there is a final judgment against such Insured Person as to such conduct;

when this exclusion applies, the Insured shall reimburse the Insurer for any Costs, Charges or Expenses advanced;

7. for the return by any of the Insured Person of any remuneration paid to them without the previous approval of the appropriate governing body of the Organization, which payment without such previous approval shall be held to be in violation of law;
8. against any of the Insured Person of any Subsidiary or against any Subsidiary alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act actually or allegedly committed or attempted by a Subsidiary or Insured Person thereof:
- a. before the date such entity became a Subsidiary or after the date such entity ceased to be a Subsidiary; or
 - b. occurring while such entity was a Subsidiary which, together with a Wrongful Act occurring before the date such entity became a Subsidiary, would constitute Interrelated Wrongful Acts;
9. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act actually or allegedly committed subsequent to a Takeover;
10. for a Wrongful Act actually or allegedly committed or attempted by any of the Insured Person in his or her capacity as a director, officer, trustee, manager, member of the board of managers or equivalent executive of a limited liability Organization or employee of, or independent contractor for or in any other capacity or position with any entity other than the Organization;
11. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
- a. any prior or pending litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry filed or pending on or before the Continuity Date; or
 - b. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry;
12. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any Wrongful Act, fact, circumstance or situation which any of the Insureds had knowledge of prior to the Continuity Date where such Insureds had reason to believe at the time that such known Wrongful Act could reasonably be expected to give rise to such Claim;
13. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any employment or employment-related matters brought by or on behalf of or on the right of an applicant for employment with the Organization or any Insured Person;
14. alleging, 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; provided, however, this exclusion shall not apply to Costs, Charges and Expenses; or
15. for that portion of Loss which is covered under any other Coverage Section of this Policy.

No Wrongful Act of one or more Insureds shall be imputed to any other Insureds for the purpose of determining the applicability of any of the above exclusions.

D. LIMIT OF LIABILITY AND RETENTIONS

1. The liability of the Insurer shall apply only to that part of Loss, which is excess of the Retention amounts applicable to this Coverage Section, as shown in Item 3. of the Declarations. Such Retentions shall be borne uninsured by the Insureds and at their own risk. If different parts of a single Claim are subject to different applicable Retentions under this Coverage Section, the applicable Retentions will be applied separately to each part of such Loss, but the sum of such Retentions shall not exceed the largest applicable Retention.
2. The amount shown in Item 3. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Insurer under this Coverage Section.
3. All Claims arising out of the same Wrongful Act and all 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 Acts shall be deemed to have been made pursuant to Section E.2., below.
4. Payments of Loss, other than Costs, Charges and Expenses by Insurer shall reduce the Limit of Liability under this Coverage Section. Costs, Charges and Expenses are not part of and are in addition to the Limit of Liability. Payment of Costs, Charges and Expenses by the Insurer does not reduce the Limit of Liability. If such Limit of Liability is exhausted, the obligations of the Insurer under this Coverage Section are completely fulfilled and extinguished.

E. NOTIFICATION

1. The Insureds shall, as a condition precedent to their rights to payment under this Coverage Section only, give Insurer written notice of any Claim as soon as practicable, but in no event later than sixty (60) days after the end of the Policy Period. If any Claim is first made against the Insureds during the Extended Period, if purchased, written notice to Insurer must be given as soon as practicable, but in no event later than sixty (60) days after the end of the Extended Period.
2. If, during the Policy Period or the Discovery Period, if purchased, any of the Insureds first becomes aware of a specific Wrongful Act which may reasonably give rise to a future Claim covered under this Policy, and if the Insureds, during the Policy Period or the Discovery Period, if purchased, give written notice to Insurer as soon as practicable of:
 - a. a description of the Wrongful Act allegations anticipated;
 - b. the identity of the potential claimants;
 - c. the circumstances by which the Insureds first became aware of the Wrongful Act;
 - d. the identity of the Insureds allegedly involved;
 - e. the consequences which have resulted or may result; and
 - f. the nature of the potential monetary damages and non-monetary relief;

then any Claim made subsequently arising out of such Wrongful Act shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was received by the Insurer. No coverage is provided for fees, expenses and other costs incurred prior to the time such Wrongful Act results in a Claim.

3. Notice to Insurer shall be given to the address shown under Item 8. of the Declarations for this Policy.

F. SETTLEMENT AND DEFENSE

1. It shall be the duty of the Insurer and not the duty of the Insureds to defend any Claim. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The Insurer's duty to defend any Claim shall cease when the Limit of Liability has been exhausted.
2. The Insurer may make any investigation it deems necessary, and shall have the right to settle any Claim; provided, however, no settlement shall be made without the consent of the Parent Company, such consent not to be unreasonably withheld.
3. The Insureds agree not to settle or offer to settle any Claim, incur any Costs, Charges and Expenses or otherwise assume any contractual obligation or admit any 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, Costs, Charges and Expenses, 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 the claimant(s).

4. 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, the Insureds will do nothing that shall prejudice the position of the Insurer or its potential or actual rights of recovery.

G. OTHER INSURANCE

If any Loss covered under this Coverage Section is covered under any other valid and collectible insurance, then this Policy shall cover the Loss, subject to its terms and conditions, only to the extent that the amount of the Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability for this Coverage Section.

Scottsdale Indemnity Company

Scottsdale Indemnity Company, herein called the Insurer

BUSINESS AND MANAGEMENT INDEMNITY POLICY - NON-PROFIT ORGANIZATIONS

FIDUCIARY COVERAGE SECTION

In consideration of the payment of premium, in reliance on the Application and subject to the Declarations, and terms and conditions of this Policy, the Insurer and the Insureds agree as follows:

A. INSURING CLAUSE

Insurer shall pay the Loss of the Insureds which the Insureds have become legally obligated to pay by reason of a Claim first made against the Insureds during the Policy Period or, if elected, the Extended Period, and reported to the Insurer pursuant to Section E.1. herein, for any Wrongful Act taking place prior to the end of the Policy Period.

B. DEFINITIONS

1. Administration means:

- a. counseling employees, beneficiaries or Plan participants with respect to any Plan;
- b. providing interpretations with respect to any Plan;
- c. handling records in connection with any Plan; or
- d. enrolling, terminating, or canceling employees under any Plan.

2. Claim means:

- a. a written demand for damages or other relief against an Insured;
- b. a civil, administrative, regulatory or arbitration proceeding against any Insured seeking damages or other relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom; or
- c. a civil proceeding or formal investigation brought by the United States Department of Labor, the United States Pension Benefit Guaranty Corporation or any similar federal, state or local governmental body, including any appeal therefrom.

3. Continuity Date means the date set forth in Item 3. of the Declarations relating to this Coverage Section.

4. Costs, Charges and Expenses means reasonable and necessary legal costs, charges, fees and expenses incurred by any of the Insureds in defending Claims and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability. Costs, Charges and Expenses do not include salaries, wages, overhead or benefit expenses associated with officers or employees of any of the Insureds.

5. Employee Benefit Plan means any plan so defined by the Employee Retirement Income Security Act of 1974, as amended, or any similar state or local common or statutory law, or any rules and regulations promulgated thereunder.

6. Insured Persons means:

- a. any natural persons who were, now are, or shall become a trustee, director, officer or employee of the Sponsor Organization or Plan,
- b. any natural persons who were, now are, or shall become a fiduciary of any Plan; and
- c. any natural persons for whose Wrongful Acts any of the Insureds are legally responsible.

7. Insured Plan means any government-mandated insurance for workers' compensation, unemployment, social security or disability benefits for employees of the Sponsor Organization.

8. Insureds means:

- a. the Sponsor Organization,
 - b. any Plan,
 - c. any Insured Persons; and
 - d. any other natural person or entity who was, now are, or shall be acting as a plan administrator of any of the Plans at the written request and consent of the Sponsor Organization.
9. Interrelated Wrongful Acts means all Wrongful Acts which have as a common nexus any fact, circumstance, situation, event, cause, transaction or series of facts, circumstances, situations, causes, events or transactions.
10. Loss means monetary damages, judgments, settlements, pre-judgment or post-judgment interest awarded by a court, and Costs, Charges and Expenses incurred by any of the Insureds. Loss does not include:
- a. taxes, fines or penalties;
 - b. matters uninsurable under the laws pursuant to which this Policy is construed; or
 - c. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or the multiple portion of any multiplied damage award are insurable under the internal laws of any jurisdiction 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.
11. Pension Benefit Plan means any plan so defined in the Employee Retirement Income Security Act of 1974, as amended.
12. Plan means:
- a. any Sponsored Plan; and
 - b. any Insured Plan,
- established before or after the inception of this Policy.
13. Plan Termination means the termination, suspension, merger or dissolution of any Plan.
14. Sponsor Organization means the Organization.
15. Sponsored Plan means:
- a. any Employee Benefit Plan, Pension Benefit Plan, or Welfare Benefit Plan which is operated by the Sponsor Organization for the benefit of the employees of the Sponsor Organization; and
 - b. any other plan, fund or program specifically included as a Sponsored Plan by endorsement to this Policy;
- provided, however, that Sponsored Plan shall not include any multi-employer plan, as defined in the Employee Retirement Income Security Act of 1974, as amended, or any similar state or local common or statutory law, and any rules and regulations promulgated thereunder.
16. Welfare Benefit Plan means any employee welfare benefit plan so defined in the Employee Retirement Income Security Act of 1974, as amended, or any similar state or local common or statutory law, and any rules and regulations promulgated thereunder.
17. Wrongful Act means:
- a. with respect to a Sponsored Plan:
 - i. any actual or alleged breach of the responsibilities, obligations or duties imposed upon fiduciaries of the Sponsored Plan by the Employee Retirement Income Security Act of 1974, as amended, or by the Health Insurance Portability and Accountability Act of 1996, or any similar state or local common or statutory law, and any rules and regulations promulgated under either of these Acts;
 - ii. any other matter claimed against the Sponsor Organization or any of the Insured Persons solely because of the service of the Sponsor Organization or any of the Insured Persons as a fiduciary of any Sponsored Plan, including any actual or alleged violation of the Health Insurance Portability and Accountability Act of 1996 or any similar state or local common or statutory law, and any rules and regulations promulgated thereunder; or
 - iii. any actual or alleged act, error or omission in the Administration of any Sponsored Plan, including

any actual or alleged violation of the Health Insurance Portability and Accountability Act of 1996 or any similar state or local common or statutory law, and any rules and regulations promulgated thereunder; and

- b. with respect to an Insured Plan, any actual or alleged act, error or omission in the Administration of such Insured Plan.

C. EXCLUSIONS

1. Insurer shall not be liable for Loss under this Coverage Section on account of any Claim:

- a. for actual or alleged bodily injury, sickness, disease, death, false imprisonment, assault, battery, mental anguish, emotional distress, invasion of privacy 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 physically injured;
- b. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. any Wrongful Act, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this Policy is a renewal or replacement or which it succeeds in time; or
 - ii. any other Wrongful Act, whenever occurring, which together with a Wrongful Act, which has been the subject of such prior notice, would constitute Interrelated Wrongful Acts;
- c. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of Pollutants; or
 - ii. any direction or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or any voluntary decision to do so.

For purposes of this exclusion, Pollutants means any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, biological, bacterial or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including materials to be reconditioned, recycled or reclaimed). Pollutants shall also mean any other air emission or particulate, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but does not include any fungi intended by the Insured for consumption) and electric or magnetic or electromagnetic field;

- d. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, the failure to comply with any statutory or common law governing workers' compensation, unemployment, social security or disability benefits or any similar law; provided, however, this exclusion shall not apply to any actual or alleged obligation of any Insured pursuant to the:
 - i. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; or
 - ii. Health Insurance Portability and Accountability Act of 1996, as amended;
- e. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, In consequence of, or in any way involving:
 - i. any dishonest, deliberately fraudulent or criminal act of any Insured; provided, however this exclusion e.i. shall not apply unless and until there is a final judgment against such Insured as to such conduct; or
 - ii. the gaining in fact of any profit, remuneration or financial advantage to which any Insured Person were not legally entitled; provided, however, that this exclusion e.ii. shall not apply unless and until there is a final judgment against such Insured Person as to such conduct;
- f. against any Subsidiary or any of the Insured Persons of a Subsidiary alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act actually or allegedly committed or attempted by a Subsidiary or any of the Insured Persons of a Subsidiary:
 - i. before the date such entity became a Subsidiary or after the date such entity ceased to be a Subsidiary; or
 - ii. occurring while such entity was a Subsidiary which, together with a Wrongful Act occurring before

the date such entity became a Subsidiary, would constitute Interrelated Wrongful Acts;

- g. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any Wrongful Act actually or allegedly committed subsequent to a Takeover;
 - h. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. any prior or pending litigation, arbitration, or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry filed or pending on or before of the Continuity Date; or
 - ii. any fact, circumstance, situation, transaction, cause or event underlying or alleged in such litigation, arbitration, administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry;
 - i. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any Wrongful Act actually or allegedly committed subsequent to a Plan Termination; provided, however, that this exclusion shall only apply to those Plans which were the subjects of the Plan Termination;
 - j. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any employment or employment-related matters; provided, however, this exclusion shall not apply to any Claim where such employment or employment-related matters involve actual or alleged violations of the Employee Retirement Income Security Act of 1974, as amended, or any similar state or local common or statutory law, and any rules and regulations promulgated thereunder;
 - k. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act, fact, circumstance or situation which any of the Insureds had knowledge of prior to the Continuity Date where such Insureds had reason to believe at the time that such known Wrongful Act could reasonably be expected to give rise to such Claim; or
 - l. for that portion of Loss which is covered under any other Coverage Section of this Policy.
2. Insurer shall not be liable to make any payment under this Coverage Section, other than Costs, Charges and Expenses, on account of any Claim:
- a. alleging, 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; provided, except to the extent that liability would have attached to the Sponsor Organization the absence of such contract or agreement, or where the liability was assumed in accordance with or under the trust agreement or equivalent document pursuant to which any of the Plans was established;
 - b. alleging, based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or attempted reversion or payment of assets of any of the Plans to the Sponsor Organization, or to any successor or assign of the Sponsor Organization;
 - c. for or which seeks or constitutes fines or penalties or the multiple portion of any multiplied damage award, other than the five percent (5%) or less, or the twenty percent (20%) or less, civil penalties imposed upon any of the Insureds as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended;
 - d. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, the failure to collect from the Sponsor Organization contributions owed to any of the Plans, or the failure to fund a Plan in accordance with the Employee Retirement Income Security Act of 1974, as amended, or any similar state or local common or statutory law, and any rules and regulations promulgated thereunder, unless the failure is solely due to the negligence of any of the Insureds; or
 - e. which constitutes benefits due to or to become due under the terms of any Plan if such Plan complied with all applicable laws, unless and to the extent that:
 - i. the Insured is a natural person and the benefits are payable by such Insured as a personal obligation; and
 - ii. recovery for the benefits is based upon a covered Wrongful Act.

No Wrongful Act of one or more Insureds shall be imputed to any other Insureds for the purpose of determining the applicability of any of the above exclusions.

D. LIMIT OF LIABILITY AND RETENTIONS

1. The liability of the Insurer shall apply only to that part of Loss which is excess of the Retention amounts applicable to this Coverage Section, as shown in Item 3. of the Declarations. Such Retentions shall be borne uninsured by the Insureds and at their own risk. If different parts of a single Claim are subject to different

applicable Retentions under this Coverage Section, the applicable Retentions will be applied separately to each part of such Loss, but the sum of such Retentions shall not exceed the largest applicable Retention.

2. The amount shown in Item 3. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Insurer under this Coverage Section.
3. All Claims arising out of the same Wrongful Act and all 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 Acts shall be deemed to have been made pursuant to Section E.2., below.
4. Payments of Loss, other than Costs, Charges and Expenses by Insurer shall reduce the Limit of Liability under this Coverage Section. Costs, Charges and Expenses are not part of and are in addition to the Limit of Liability. Payment of Costs, Charges and Expenses by the Insurer does not reduce the Limit of Liability. If such Limit of Liability is exhausted, the obligations of the Insurer under this Coverage Section are completely fulfilled and extinguished.

E. NOTIFICATION

1. The Insureds shall, as a condition precedent to their rights to payment under this Coverage Section only, give Insurer written notice of any Claim as soon as practicable, but in no event later than sixty (60) days after the end of the Policy Period, whichever is later. If any Claim is first made against the Insureds during the Extended Period, if purchased, written notice to Insurer must be given as soon as practicable, but in no event later than sixty (60) days after the end of the Extended Period.
2. If, during the Policy Period or the Discovery Period, if purchased, any of the Insureds first becomes aware of a specific Wrongful Act which may reasonably give rise to a future Claim covered under this Policy, and if the Insureds, during the Policy Period or the Discovery Period, if purchased, give written notice to Insurer as soon as practicable of:
 - a. a description of the Wrongful Act allegations anticipated;
 - b. the identity of the potential claimants;
 - c. the circumstances by which the Insureds first became aware of the Wrongful Act;
 - d. the identity of the Insureds allegedly involved;
 - e. the consequences which have resulted or may result; and
 - f. the nature of the potential monetary damages and non-monetary relief;

then any Claim made subsequently arising out of such Wrongful Act shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was received by the Insurer. No coverage is provided for fees, expenses and other costs incurred prior to the time such Wrongful Act results in a Claim.

3. Notice to Insurer shall be given to the address shown under Item 8. of the Declarations for this Policy.

F. SETTLEMENT AND DEFENSE

1. It shall be the duty of the Insurer and not the duty of the Insureds to defend any Claim. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The Insurer's duty to defend any Claim shall cease when the Limits of Liability have been exhausted.
2. The Insurer may make any investigation it deems necessary, and shall have the right to settle any Claim; provided, however, no settlement shall be made without the consent of the Parent Company, such consent not to be unreasonably withheld.
3. The Insureds agree not to settle or offer to settle any Claim, incur any Costs, Charges and Expenses or otherwise assume any contractual obligation or admit any 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, Costs, Charges and Expenses, 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 the claimant(s).
4. 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, the Insureds will do nothing that shall prejudice the position of the Insurer or its potential or actual rights of recovery.

G. OTHER INSURANCE

If any Loss covered under this Coverage Section is covered under any other valid and collectible insurance, then this Policy shall cover the Loss, subject to its terms and conditions, only to the extent that the amount of the Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability for this Coverage Section.

H. WAIVER OF RECOURSE

Insurer shall have no right of recourse, including but not limited to rights of contribution and subrogation, against any Insureds with respect to any Claim if this Coverage Section has been purchased by that Insured, with the exception of any of the Plans.

Scottsdale Indemnity Company

Endorsement No.
1

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVISORY BOARD EXTENSION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section B. DEFINITIONS, subsection 4.:

Insured Persons means all persons who were, now are or shall become:

members of the Advisory Board of the Organization.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
2

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALLOCATION PROVISION

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS COVERAGE SECTION

The following Section P., **ALLOCATION**, is added to the General Terms and Conditions Section.

P. ALLOCATION

1. In the event the Insurer has the duty to defend a Claim under any Coverage Section in which both Loss that is covered by the applicable Coverage Section and loss which is not covered by the applicable Coverage Section 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:
 - a. this Policy shall pay one hundred percent (100%) of Costs, Charges and Expenses incurred by such Insured on account of such Claim; and
 - b. 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.
2. In the event the Insured has the duty to defend a Claim under any Coverage Section in which both Loss that is covered by the applicable Coverage Section and loss which is not covered by the applicable Coverage Section 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 the Insured and the Insurer shall use their best efforts to determine a fair and proper allocation as between such insured and uninsured loss, taking into account the relative legal and financial exposures and the relative benefits obtained.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
3

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF INSURED PERSON-LEASED/CONTRACTED EMPLOYEES

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section B., **DEFINITIONS**, subsection 4.:

Insured Person means any person who was, now is, or shall become:

any natural person who is a leased employee or is contracted to perform work for the **Organization**, or is an independent contractor for the **Organization**, but only to the extent such individual performs work or services for or on behalf of the **Organization**.

All other terms and conditions of this **Policy** remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
4

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DISCOVERY ELECTION - 90 DAYS

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

Section H., DISCOVERY PERIOD, subsection 2., is replaced by:

2. As a condition precedent to the right to purchase the Discovery Period set forth in subsection H.1. above, the total premium for the Policy must have been paid. Such right to purchase the Discovery Period shall terminate unless written notice, together with full payment of the premium for the Discovery Period, is received by Insurer within ninety (90) days after the effective date of cancellation, or, in the event of a refusal to renew, within ninety (90) days after the Policy expiration date. If such notice and premium payment is not so given to Insurer, there shall be no right to purchase the Discovery Period.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
5

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND INSURED VERSUS INSURED EXCLUSION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section C., EXCLUSIONS, subsection 5., is amended by adding the following:

is brought or maintained by any former director or officer of the Organization and where such Claim is solely based upon and arising out of Wrongful Acts committed subsequent to the date such director or officer ceased to be a director or officer of the Organization and where such Claim is first made two (2) years subsequent to the date such director or officer ceased to be a director or officer of the Organization.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
6

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE PROVISION - EPL

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

The following is added to Section E. NOTIFICATION:

A Claim shall be deemed to have been first made against the Insureds on the date an Insured who is an executive officer, or a director, trustee, general counsel or human resources director (or equivalent positions) of any Organization becomes aware of such Claim.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
7

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND NOTICE PROVISION - INSURED PERSON AND ORGANIZATION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section E. NOTIFICATION:

A Claim shall be deemed to have been first made against the Insureds on the date an Insured who is an executive officer, or a director, trustee, or general counsel (or equivalent position) of any Organization becomes aware of such Claim.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
8

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND REPRESENTATIONS PROVISION NON-RESCINDABLE COVERAGE - FLORIDA

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

Under Section D., REPRESENTATIONS, paragraph 2. is replaced by:

2. In the event the Application, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive, or contains any misrepresentation or omission which materially affects either the acceptance of the risk or the hazard assumed by the Insurer under this Policy, this Policy, including each and all Coverage Sections, shall not afford coverage to the following Insureds for any Claim alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any untruthful or inaccurate statements, representations or information:
 - a. any Insured who is a natural person and who knew the facts misrepresented or the omissions, whether or not such individual knew of the Application, such materials, or this Policy;
 - b. any Organization or Sponsor Organization to the extent it indemnifies any Insured referred to in subsection a. above; and
 - c. any Organization, Sponsor Organization, Plan, or any other entity that is an Insured, if any past or present chief executive officer, chief financial officer, general counsel, risk manager or human resources director (or equivalent positions) of the Parent Organization knew the facts misrepresented or the omissions, whether or not such individual knew of the Application, such materials, or this Policy.

With respect to any statement, representation or information contained in the Application, or in the materials submitted or required to be submitted therewith, and solely with respect to the above exclusion, no knowledge possessed by any Insured who is a natural person shall be imputed to any other Insured who is a natural person.

The following condition is added:

NON-RESCINDABLE

The Insurer shall not be entitled under any circumstances to rescind any Coverage Section of this Policy with respect to any Insured. Nothing contained in this section shall limit or waive any other rights or remedies available to the Insurer.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms and conditions of this Policy remain unchanged.

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND SUBROGATION PROVISION - FINAL JUDGMENT

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS SECTION

Section M., ASSISTANCE, COOPERATION AND SUBROGATION, is deleted in its entirety and replaced by the following:

M. ASSISTANCE, COOPERATION AND SUBROGATION

The Insureds agree to provide Insurer with such information, assistance and cooperation as Insurer reasonably may request, and they further agree that they shall not take any action which in any way increases Insurer's exposure under this Policy. In the event of any payments under this Policy, Insurer shall be subrogated to the extent of such payment to all of the Insureds' rights of recovery against any person or entity. The Insureds shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable Insurer effectively to bring suit or otherwise pursue subrogation in the name of the Insureds, and shall provide all other assistance and cooperation which Insurer may reasonably require. In no event, however, shall the Insurer exercise its right of subrogation against an Insured under this Policy unless such Insured has been convicted of a deliberate criminal act; or has committed a deliberate fraudulent act, if a final judgment establishes that such deliberate fraudulent act was committed; or has obtained any profit or advantage to which a final judgment establishes the Insured was not legally entitled.

All other terms and conditions of this Policy remain unchanged.

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EK13118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AND MANAGEMENT INDEMNITY POLICY - NON-PROFIT ORGANIZATIONS
 GENERAL TERMS AND CONDITIONS
 EMPLOYMENT PRACTICES COVERAGE SECTION
 INSURED PERSON AND ORGANIZATION COVERAGE SECTION
 FIDUCIARY COVERAGE SECTION

I. The following applies to the General Terms and Conditions form:

The following is added to Section E., CANCELLATION, paragraph 3.:

Any premium refundable to the Parent Organization shall be remitted to the Parent Organization within fifteen (15) working days of the effective date of cancellation.

Section D., WARRANTY, is replaced by:

D. REPRESENTATIONS

The particulars and statements represented in the Application are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy and each Coverage Section.

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 the hazard assumed by Insurer under this Policy, and that this Policy and each Coverage Section are issued in reliance upon the truth of such representations; and
2. in the event the Application, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive, or contains any misrepresentation or omission which materially affects either the acceptance of the risk or the hazard assumed by Insurer under this Policy, this Policy, including each and all Coverage Sections, may be void ab initio with respect to any Insureds who had knowledge of such misrepresentation or omission.

The following conditions are added:

NON-RENEWAL

1. If the Insurer decides not to renew this Policy the Insurer will mail or deliver to the Parent Organization written notice of non-renewal, accompanied by the reason for non-renewal, at least (45) days prior to the expiration of this Policy.
2. Any notice of non-renewal will be mailed or delivered to the Parent Organization's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

LOSS PAYMENT

When the Parent Organization and Insurer agree to settlement of any Claim, the Insurer shall tender payment according to the terms of the agreement no later than twenty (20) days after such settlement is reached.

DECLARATIONS AMENDMENT

The Declarations of this Policy is amended by the addition of the following:

Agents Signature

Date

II. If the Employment Practices Coverage Section is included in this Policy, the following apply:

Under Section B., DEFINITIONS, paragraph 10.c. is replaced by:

- c. punitive or exemplary damages, except to the extent that such punitive damages are imposed on an Insured solely due to the insureds vicarious liability;

Under Section C., EXCLUSIONS, paragraph 3. is replaced by:

- 3. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of Pollutants; or
 - b. any direction or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or any voluntary decision to do so; including without limitation any such Claim by or on behalf of the Company, its securities holders or creditors based upon, arising out of, or attributable to the matters described in this exclusion. Provided, however, this exclusion shall not apply to that part of any Claim under this Coverage Section where such Claim is for Retaliation.

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

III. If the Insured Person And Organization Coverage Section is included in this Policy, the following apply:

Under Section B., DEFINITIONS, paragraph 7.c. is replaced by:

- c. punitive or exemplary damages, except to the extent that such punitive damages are imposed on an Insured solely due to the insureds vicarious liability;

Under Section C., EXCLUSIONS, paragraph 3. is replaced by:

- 3. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of Pollutants; or
 - b. any direction or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or any voluntary decision to do so; including without limitation any such Claim by or on behalf of the Company, its securities holders or creditors based upon, arising out of, or attributable to the matters described in this ex-clusion. Provided, however, this exclusion shall not apply to that part of any Claim under this Coverage Section where such Claim is for Retaliation.

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

IV. If the Fiduciary Coverage Section is included in this Policy, the following apply:

Under Section B., DEFINITIONS, paragraph 10.c. is replaced by:

- c. punitive or exemplary damages, except to the extent that such punitive damages are imposed on an Insured solely due to the insureds vicarious liability;

Under Section C., EXCLUSIONS, paragraph 2.c. is replaced by:

- c. for or which seeks or constitutes the multiple portion of any multiplied damage award;

Under Section C., EXCLUSIONS, paragraph 1.c. is replaced by:

- c. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of Pollutants; or
 - ii. any direction or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or any voluntary decision to do so; including without limitation any such Claim by or on behalf of the Company, its securities holders or creditors based upon, arising out of, or attributable to the matters described in this exclusion. Provided, however, this exclusion shall not apply to that part of any Claim under this Coverage Section where such Claim is for Retaliation.

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

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
11

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED INSURED VERSUS INSURED EXCLUSION - FOREIGN JURISDICTION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section C., **EXCLUSIONS**, is amended by adding the following to subsection 5.:

is brought or maintained in a jurisdiction outside the United States of America, Canada or Australia by any **Insured Persons** of the **Organization** solely where such **Organization** is domiciled or chartered in such foreign jurisdiction;

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
12

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED INSURED VERSUS INSURED EXCLUSION WHISTLEBLOWER CARVEBACK

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section C., **EXCLUSIONS**, subsection 5.:

- is brought or maintained by an employee of the Organization who is not or was not a director or officer of the Organization, including any such Claim brought or maintained under the Federal False Claims Act or any similar federal, state, local or foreign "whistleblower" law or "whistleblower" provision of any law.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
13

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED INSURED VERSUS INSURED EXCLUSION WITH CREDITOR COMMITTEE CARVEBACK

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section C., EXCLUSIONS, subsection 5., is amended by adding the following:

It is brought or maintained by any bankruptcy trustee or bankruptcy appointed representative of the Organization, or creditors committee of the Organization, or any assignee thereof;

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
14

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - FLORIDA

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

Section K., **ALTERNATIVE DISPUTE RESOLUTION**, is replaced by:

K. ALTERNATIVE DISPUTE RESOLUTION

The Insureds and the Insurer shall submit any dispute or controversy arising out of or relating to this Policy or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process described in this subsection.

Either an Insured or the Insurer may elect the type of ADR process discussed below; provided, however, that the Insured shall have the right to reject the choice by the Insurer of the type of ADR process at any time prior to its commencement, in which case the choice by the Insured of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the Insurer and the Insured mutually agree, in which the Insured and the Insurer shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the Insured and the Insurer mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, and insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, the Insured and the Insurer may mutually agree to commence arbitration in accordance with this section; provided, however, that no such arbitration shall be commenced until at least sixty (60) days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process will be commenced in the county of the Parent Organization's domicile or if mutually agreed in New York, New York. The Parent Organization shall act on behalf of each and every Insured in connection with any ADR process under this section.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
15

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COST OF INVESTIGATIONS COVERAGE

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

It is agreed that:

The following is added to Section B., **DEFINITIONS**:

Cost of Investigation means reasonable and necessary legal costs, charges, fees and expenses incurred by any of the **Insureds** in investigating a written demand, by one or more of the securities holders of the **Organization** upon the board of directors, the management board of the **Organization** or the **Organization**, to bring a civil proceeding, including any derivative action, against any of the directors and officers on behalf of the **Organization**.

The following is added to Section B., **DEFINITIONS**, subsection 1.:

a written demand, by one or more of the securities holders of the **Organization** upon the board of directors, the management board of the **Organization** or the **Organization**, to bring a civil proceeding, including any derivative action, against any of the directors and officers on behalf of the **Organization**.

Section B., **DEFINITIONS**, subsection 3. is deleted in its entirety and is replaced by:

3. Costs, Charges and Expenses means:

- a. reasonable and necessary legal costs, charges, fees and expenses incurred by any of the Insureds in defending Claims and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability and;
- b. cost of investigation.

Costs, Charges and Expenses do not include salaries, wages, fees, overhead or benefit expenses of or associated with officers or employees of the Organization.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
16

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EK13118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS FUND FOR NON-PROFITS - CRISIS COMMUNICATIONS MANAGEMENT INSURANCE

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

In consideration of the premium amount of \$3,853, the following coverage is added. All terms and conditions of this Coverage Section are applicable unless modified in this endorsement.

The following is added to A., **INSURING CLAUSE:**

CRISIS MANAGEMENT COVERAGE

This **Policy** shall pay the **Crisis Management Loss** of the **Organization** arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **Crisis Management Fund**.

With respect to this endorsement, the following additional definitions apply:

Material Effect shall mean the publication of unfavorable information regarding the **Organization** which can reasonably be considered to lessen public confidence in the competence of the **Organization**. Such publication must occur in either:

1. A daily newspaper of general circulation in the geographic area of the Organization; or
2. A radio or television news report on an Organization received in the geographic area of the Organization.

Crisis Management Event shall mean one of the following events which, in the good faith opinion of the **Organization**, did cause or is reasonably likely to cause, a **Material Effect**:

1. Management Crisis:

The death, incapacity or criminal indictment of any director, trustee or officer, including but not limited to the executive director, of the Organization, or any employee of the Organization on whom the Organization maintains key person life insurance.

2. Member Abuse:

The public announcement or accusation that an individual under the management control of the Organization has intentionally caused bodily injury to, or death of, a member or proposed member of the Organization, or has sexually abused a member of the Organization.

3. Debt default:

The public announcement that the Organization has defaulted or intends to default on its debt.

4. Bankruptcy:

The public announcement that the Organization intends to file for bankruptcy protection or that a third-party is seeking to file for involuntary bankruptcy on behalf of the Organization, or the imminence of bankruptcy proceedings, whether voluntary or involuntary.

5. Contribution Revocation:

The withdrawal or return of any non-governmental grant, contribution or bequest in excess of \$500,000.

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

- a. any Claim which has been reported, or any circumstances of which notice has been given, under any policy of which this Policy is a renewal or replacement or which it may succeed in time;
- b. (i) any pending or prior litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry, including any investigation by the U.S. Department of Labor or the U.S. Equal Employment Opportunity Commission, filed or pending as of 1/1/2011 ; or (ii) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry, including any investigation by the U.S. Department of Labor or the U.S. Equal Employment Opportunity Commission;
- c. the actual, alleged or threatened discharge, dispersal, release, escape seepage, migration or disposal of Pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, or any voluntary decision to do so; or
- d. the hazardous properties of nuclear materials.

For the purpose of this endorsement, a **Crisis Management Event** shall first commence when the **Organization** or any of its directors or executive officers shall first become aware of the event during the **Policy Period** and shall conclude at the earliest of the time when the **Crisis Management Firm** advises the **Organization** that the crisis no longer exists or when the **Crisis Management Fund** has been exhausted.

Crisis Management Firm shall mean any public relations firm, crisis management firm or law firm hired by the **Organization** or its directors, officers or employees to perform **Crisis Management Services** in connection with a **Crisis Management Event**, the selection of which has been consented to by the **Insurer**, the consent for which shall not be unreasonably withheld. Attached to this endorsement is a list of firms which have been pre-approved by the **Insurer** and may be hired by the **Organization** without further approval by the **Insurer**:

Crisis Management Fund shall mean \$10,000.

Crisis Management Loss shall mean the following amounts incurred during the pendency of or within ninety (90) days prior to and in anticipation of, the **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. Amounts for which the Organization is legally liable for the reasonable and necessary fees and expenses incurred by a Crisis Management Firm in the performance of Crisis Management Services for the Organization arising from a Crisis Management Event; and
2. Amounts for which the Organization is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agent of the Organization or the Crisis Management Firm, in connection with the Crisis Management Event.

Crisis Management Services means those services performed by a **Crisis Management Firm** in advising the **Organization** or any of its directors, officers or employees on minimizing the potential harm to the **Organization** arising from the **Crisis Management Event**, including but not limited to maintaining and restoring public confidence in the **Organization**.

With respect to this endorsement, Section C., **EXCLUSIONS**, are not applicable to **Crisis Management Loss**.

With respect to this endorsement, the following is added to Section D., **LIMIT OF LIABILITY AND RETENTIONS**:

The limit of the **Insurer's** liability for **Crisis Management Loss** arising from all **Crisis Management Events** occurring during the **Policy Period**, in the aggregate, shall be the amount set forth in this endorsement as the **Crisis Management Fund**. This limit shall be the maximum limit of the **Insurer** under this **Policy** regardless of the number of **Crisis Management Events** occurring during the **Policy Period**, provided however, that this single **Crisis Management Event(s)** limit shall be part of and not in addition to the **Limit of Liability** stated in Item 3. of the Declarations for this Coverage Section, which shall in all events be the maximum liability of the **Insurer** for all **Loss** under this **Policy**.

There shall be no retention amount applicable to **Crisis Management Loss**.

With respect to this endorsement, the following notification is added to Section E., **NOTIFICATION**:

An actual or anticipated **Crisis Management Event** shall be reported to the **Insurer** as soon as practicable, but in no event later than thirty (30) days after the **Organization** first incurs **Crisis Management Loss** for which the coverage will be requested under this endorsement.

With respect to this endorsement, Section F., **SETTLEMENT AND DEFENSE**, is amended as follows:

There shall be no requirement for the **Organization** to obtain prior written approval of the **Insurer** before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the **Organization** to perform the **Crisis Management Services** has been approved by the **Insurer**.

All other terms and conditions of this **Policy** remain unchanged.

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE PRIVACY COVERAGE WITH SUB-LIMIT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

It is agreed that the Employment Practices Coverage Section is amended as follows:

1. Section A., INSURING CLAUSES, is amended by adding the following:

Employee Privacy Insuring Clause

Insurer shall pay the Loss of the Insureds which the Insureds have become legally obligated to pay by reason of an Employee Privacy Claim first made against the Insureds during the Policy Period and reported to the Insurer pursuant to subsection E.1. herein, for a Privacy Wrongful Act taking place prior to the end of the Policy Period.

Cost of Employee Notification Insuring Clause

Insurer shall pay the Cost of Employee Notification of the Insureds resulting from an Employee Personal Information Breach first discovered during the Policy Period and reported to the Insurer pursuant to subsection E.4. added below.

2. Section B., DEFINITIONS, subsection 1. is amended by adding the following:

Employee Privacy Claim

3. Section B., DEFINITIONS, subsection 10. is amended by adding the following:

- i. Loss also includes Cost of Employee Notification

4. Section B., DEFINITIONS, subsection 15. is amended by adding the following:

Privacy Wrongful Act.

5. Section B., DEFINITIONS, is amended by adding the following:

Cost of Employee Notification means:

- a. any reasonable and necessary cost or expense of the Organization to notify any Employee of any Employee Personal Information Breach as required under any Privacy Act; and
- b. the cost to notify and monitor the credit reports of any Employee who has been the subject of an Employee Personal Information Breach for the length of time as set forth under any Privacy Act.

Employee Personal Information means any personal information not available to the general public of any Employee where such non-public personal information can be used to identify such natural person and where such non-public information is solely in the custody, care or control of the Organization or another entity at the direction and consent of the Organization. Such Personal Information shall include, but not be limited to a natural person's name, address, telephone number, date of birth, social security number, account number, history of account transactions, account balance, account relationships, credit card number, medical records, medical history and any other non-public personal information as set forth in any Privacy Act.

Employee Personal Information Breach means:

- a. the unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosure of Employee Personal Information which compromises the security or privacy of such Employee Personal Information, including, but not limited to:
 - i. the unauthorized and fraudulent taking of Employee Personal Information by reason of a breach or failure of any hardware, software, or firmware the Organization owns, leases or controls on premises or elsewhere or the similar technology of another entity that controls, maintains or stores Employee Personal Information at the direction and consent of the Organization; or
 - ii. the actual unauthorized taking of physical Employee Personal Information by any person, employee or entity.

Employee Privacy Claim means:

- a. a written demand against any Insured for monetary damages or non-monetary or injunctive relief;
- b. a civil proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
- c. an arbitration proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief;
- d. a civil, administrative or regulatory proceeding, or a formal governmental investigation against any Insured commenced by the filing of a notice of charges, investigative order or similar document; or
- e. a written request to toll or waive any statute of limitations

brought by or on behalf of an Employee in their capacity as such and solely alleging a Privacy Wrongful Act.

Privacy Act means any federal, state or local statutory or common law relating solely to Employee Personal Information or any rules or regulations promulgated thereunder, including, but not limited to The Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Section 1798 of the California Civil Code.

Privacy Policy means the internal or publicly accessible written documents that set forth the policies, standards and procedures of the Organization for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, Employee Personal Information.

Privacy Wrongful Act means:

- a. the failure of the Organization to timely disclose an incident or event triggering a violation of a Privacy Act; or
- b. failure by the Insureds to comply with that part of a Privacy Policy that specifically:
 - i. prohibits or restricts the disclosure, sharing or selling of an Employee's Personal Information;
 - ii. requires the Organization to provide access to Employee Personal Information or to correct incomplete or inaccurate Employee Personal Information after a request is made by an Employee; or
 - iii. mandates procedures and requirements to prevent the loss of Employee Personal Information.

6. Section E., NOTIFICATION, is amended by adding the following subsection:

- i. The Insureds shall, as a condition precedent to their rights to payment for the Cost of Employee Notification under this endorsement, give the Insurer written notice of any Employee Personal Information Breach as soon as practicable after the Insured discovers such Employee Personal Information Breach, but in no event later than sixty (60) days after such discovery. The Insurer will pay for the Cost of Employee Notification sustained by the Insured resulting from an Employee Personal Information Breach occurring at any time and discovered by the Insured during the Policy Period. Discovery of the Employee Personal Information Breach occurs when an officer, director, Insurance Manager or Risk Manager first becomes aware of facts which would cause a reasonable person to assume that an Employee Personal Information Breach covered by this Coverage Section has occurred, even though the exact amount or details of any Cost of Employee Notification may not then be known. Discovery also occurs when the Insured receives notice of an actual or a potential Claim against it alleging facts that, if true, would constitute a covered Employee Privacy Claim for a Privacy Wrongful Act.

7. The following Section is added to the Employment Practices Coverage Section:

I. DUTIES IN THE EVENT OF AN EMPLOYEE PERSONAL INFORMATION BREACH

After the Insured discovers an Employee Personal Information Breach or a situation that may result in an Employee Personal Information Breach that may be covered under this Endorsement, the Insured must:

1. submit to an examination under oath at the Insurers request and give the Insurer a sworn statement of the answers of the Insured;
 2. provide the Insurer with a sworn proof of loss within forty-five (45) days after discovery which shall provide, at a minimum:
 - a. the date and circumstances surrounding discovery, including the name(s) of the person(s) making the discovery;
 - b. details of how the Employee Personal Information Breach occurred or will occur;
 - c. the amount of actual loss known and an estimate of the total loss expected to result; and
 - d. a description of all known sources of recovery to reduce the Cost of Employee Notification;
 3. provide the Insurer with all information, assistance and cooperation as the Insurer may reasonably request in the investigation of the Employee Personal Information Breach and corresponding Cost of Employee Notification;
 4. not incur any Cost of Employee Notification without the written consent of the Insurer; and
 5. notify the police or other appropriate law enforcement authority(ies) if the Insured has reason to believe that the Employee Personal Information Breach involves a violation of law.
8. Notwithstanding, Section G., OTHER INSURANCE, If any coverage under this endorsement is also covered under any other valid and collectable insurance, then the coverage provided by this endorsement shall be specifically excess of, and will not contribute with, such other insurance, including but not limited to any such other insurance under which there is a duty to defend.
9. The maximum aggregate Limit of Liability as a result of coverage provided by this endorsement for all Loss as a result of all Employee Privacy Claims and Cost of Employee Notification shall be \$10,000, which sum shall be part of and not in addition to the Limit of Liability identified in Item 3.1.a. of the Declarations relating to the Employment Practices Coverage Section, and Item 3.1.b., additional aggregate for Costs, Charges and Expenses, shall not be applicable to, nor available for, the coverage provided by this endorsement.
10. The Retention listed in Item 3.2.a. of the Declarations relating to the Employment Practices Coverage Section for Employment Practices Claims applies to each Employee Privacy Claim under this Employee Privacy Insuring Clause. The Retention amount applicable to the Cost of Employee Notification is an amount equal to twenty percent (20%) of the Retention listed in Item 3.2.a. of the Declarations relating to the Employment Practices Coverage Section for Employment Practices Claims. The Retention for the Cost of Employee Notification shall be applied only once for each discovery of an Employee Personal Information Breach.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS BENEFIT TRANSACTION EXCISE TAX COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section B. DEFINITIONS:

Excess Benefit Transaction Excise Tax means any excise tax imposed by the Internal Revenue Service on an Insured Person who is an Organization Manager as a result of such Insured Person's participation in an Excess Benefit Transaction;

Organization Manager means "organization manager" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended;

Excess Benefit Transaction means an "excess benefit transaction" as that term is defined in Section 4958; and

Disqualified Person means a "disqualified person" as that term is defined in Section 4958.

Section B. DEFINITIONS, Section 7., paragraph a. is replaced by the following:

- a. taxes, fines or penalties other than Excess Benefit Transaction Excise Tax; provided, however, coverage for such Excess Benefit Transaction Excise Tax shall not include:
 - i. any Excess Benefit Transaction Excise Tax exceeding \$10,000;
 - ii. any Excess Benefit Transaction Excise Tax expressly prohibited in the bylaws, certificate of incorporation or other organizational documents of the Insured Organization;
 - iii. any excise tax imposed by the Internal Revenue Service on any Disqualified Person for any Excess Benefit Transaction.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
19

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EK13118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA POLICYHOLDER NOTICE

POLICYHOLDER NOTICE—COMPANY TELEPHONE NUMBER

The phone number shown on the policy provides a means of direct contact with the Company.

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

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IMMIGRATION CLAIM ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

I. It is agreed that the Employment Practices Coverage Section is amended as follows:

The following is added to Section A., INSURING CLAUSES:

Immigration Claim Insuring Clause

Insurer shall pay the Costs, Charges and Expenses of the Insureds which the Insureds have become legally obligated to pay by reason of an Immigration Claim first made against the Insureds during the Policy Period or, if elected, the Extended Period, and reported to the Insurer pursuant to subsection E.1. herein, for an Immigration Wrongful Act taking place prior to the end of the Policy Period.

The following is added to Section B., DEFINITIONS, subsection 1.:

Immigration Claim.

The following is added to Section B., DEFINITIONS, subsection 15.:

Immigration Wrongful Act.

The following is added to Section B., DEFINITIONS:

Immigration Wrongful Act means any actual or alleged violation(s) of the Immigration Control Act of 1986 or any other similar federal or state laws or regulations.

Immigration Claim means any criminal investigation of any of the Insureds by any governmental agency for actually or allegedly hiring or harboring illegal aliens.

Solely as respects coverage provided by this endorsement, Section D., LIMIT OF LIABILITY AND RETENTIONS, subsection 4. is deleted in its entirety and replaced with the following:

4. Payments of Costs, Charges and Expenses by Insurer shall reduce the Limit(s) of Liability under this Coverage Section. Costs, Charges and Expenses are part of, and not in addition to, the Limit(s) of Liability. If such Limit(s) of Liability are exhausted by payment of Costs, Charges and Expenses, the obligations of the Insurer under this Coverage Section are completely fulfilled and extinguished.

The following is added to Section G., OTHER INSURANCE:

For any Immigration Claim, if any Costs, Charges and Expenses covered under this Coverage Section are covered under any other valid and collectable insurance, then this Policy shall be primary insurance.

II. It is agreed that the DECLARATIONS is amended as follows:

The maximum aggregate Limit of Liability for all Costs, Charges and Expenses as a result of all Immigration Claims shall be \$100,000, which sum shall be part of and not in addition to the Limit of Liability identified in Item 3.1. of the Declarations relating to the Employment Practices Coverage Section.

The following is added to Item 3., Employment Practices Coverage Section, Section 2., Retention, of the Declarations:

\$10,000 each Immigration Claim

All other terms and conditions of this Policy remain unchanged.

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

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OUTSIDE ENTITY COVERAGE FOR NON-PROFIT COMPANIES

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

Section B. DEFINITIONS, subsection 10., is replaced by the following:

10. Wrongful Act means:

any actual or alleged error, omission, misleading statement, misstatement, neglect, breach of duty or act, Publisher Liability Act or Personal Injury Act allegedly committed or attempted by any Insured, while acting in their capacity as such, or any matter claimed against an Insured Person solely by reason of his or her serving in such capacity; or

any actual or alleged error, omission, misleading statement, misstatement, neglect, breach of duty or act of any of the Insured Persons, while acting in their capacity as a director, officer, trustee, governor, executive director or similar position of any Outside Entity where such service is with the knowledge and consent of the Organization. In the event of a dispute between the Organization and Insured Person over whether the Organization had knowledge and consented to such service, the Insurer shall act in accordance with the decision of the Organization.

The following is added to Section B. DEFINITIONS:

Outside Entity means any non-profit company which is exempt from taxation under the Internal Revenue Code, as amended, in which any of the Insured Persons is, with the knowledge and consent of the Organization, serving as a director, officer, trustee, governor, executive director or similar position of such non-profit company.

Section C. EXCLUSIONS, subsection 7., is replaced by:

7. for the return by any of the Insured Persons of any remuneration paid to them without the previous approval of the appropriate governing body of the Organization or Outside Entity, which payment without such previous approval shall be held to be in violation of law;

Section C. EXCLUSIONS, subsection 10., is replaced by:

10. for a Wrongful Act actually or allegedly committed or attempted by any of the Insured Persons in his or her capacity as a director, officer, trustee, manager, member of the board of managers or equivalent executive of a limited liability company or employee of, or independent contractor for or in any other capacity or position with any entity other than the Organization; provided, however, that this exclusion shall not apply to Loss resulting from any such Claim solely to the extent that:
 - a. such Claim is based on the service of any of the Insured Persons as a director, officer, trustee, governor, executive director or similar position of any Outside Entity where such service is with the knowledge and consent of the Organization; and
 - b. such Outside Entity is not permitted or required by law to provide indemnification to such Insured Person; and
 - c. such Loss is not covered by insurance provided by any of the Outside Entity's Insurer(s);

Section C. EXCLUSIONS, subsection 13., is replaced by:

13. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any employment or employment-related matters brought by or on behalf of or in the right of an applicant for employment with the Organization or any Insured Person, or an applicant for employment with an Outside Entity or any director, officer, trustee, governor, executive director, management committee member, member of the board of managers, or employee of an Outside Entity;

The following is added to Section C. EXCLUSIONS:

Insurer shall not be liable for **Loss** under this Coverage Section on account of any **Claim:**

brought or maintained by, on behalf of, in the right, or at the direction of any **Outside Entity**, or any past, present or future duly elected or appointed director, officer, trustee, governor, manager, general counsel, risk manager, management committee member, member of the board of managers, or equivalent executives of any **Outside Entity;**

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
22

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIORITY OF PAYMENTS PROVISION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following condition is added:

PAYMENT PRIORITY

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 non-indemnifiable Loss covered under this Coverage Section in excess of any applicable Retention shown in Item 3. of the Declarations; and
- b. second, only if and to the extent the payment under a. above does not exhaust the applicable Limit of Liability, the Insurer shall pay any remaining Loss under this Coverage Section in excess of the Retention shown in Item 3. of the Declarations.
- c. subject to the foregoing, the Insurer shall, upon receipt of a written request from the Chief Executive Officer of the Parent Organization, delay any payment of Loss otherwise due and owing to or on behalf of the Organization until such time as the Chief Executive Officer of the Parent Organization designates, provided the liability of the Insurer with respect to any such delayed Loss payment shall not be increased, and shall not include any interest, on account of such delay.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
23

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT POLICY LIBERALIZATION ENDORSEMENT - NON-PROFIT

This endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

It is agreed that the GENERAL TERMS AND CONDITIONS Section is amended by adding the following:

REPLACEMENT POLICY LIBERALIZATION PROVISION

It is agreed that this **Policy** (together with all endorsements attached hereto, the "Replacement Policy") has been issued as a replacement to policy number NDO1051179E issued to Le Jardin Community Center, Inc. by United States Liability Insurance Company (such policy together with all endorsements attached thereto, the "Expiring Policy"). With respect to any **Claim** first made during the **Policy Period** of the Replacement Policy and reported to the **Insurer** pursuant to the terms of the relevant Coverage Section, the terms and conditions of either the Replacement Policy (in its entirety) or the Expiring Policy (in its entirety) that are more favorable to the **Insured** shall govern; provided that in all events, the retention amounts and limits of liability of the Replacement Policy will apply to all such **Claims**.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
24

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL MISCONDUCT, CHILD ABUSE, NEGLIGENCE EXCLUSION

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section C. EXCLUSIONS:

Insurer shall not be liable for Loss under this Coverage Section on account of any Claim:

alleging, based upon, arising out of, or attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any Sexual Misconduct, child abuse, or neglect, including but not limited to employment, supervision, reporting to authorities, failure to so report or retention of any person.

The following is added to Section B. DEFINITIONS:

Sexual Misconduct means any licentious, immoral or sexual behavior, sexual abuse, sexual assault, or molestation intended to lead to or culminating in any attempted or actual sexual act.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
25

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL MISCONDUCT, CHILD ABUSE, NEGLIGENCE EXCLUSION - EPL

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

The following is added to Section C. EXCLUSIONS:

Insurer shall not be liable for Loss under this Coverage Section on account of any Claim:

alleging, based upon, arising out of, or attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any Sexual Misconduct, child abuse, or neglect, including but not limited to employment, supervision, reporting to authorities, failure to so report or retention of any person.

The following is added to Section B. DEFINITIONS:

Sexual Misconduct means any licentious, immoral or sexual behavior, sexual abuse, sexual assault, or molestation intended to lead to or culminating in any attempted or actual sexual act.

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

Endorsement No.
26

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOLLING OR WAIVING THE STATUTE OF LIMITATIONS

This endorsement modifies insurance provided under the following:

INSURED PERSON AND ORGANIZATION COVERAGE SECTION

The following is added to Section B., DEFINITIONS, subsection 1.

- f. a written request received by the Insureds to toll or waive the statute of limitations regarding a potential Claim. Such Claim shall be commenced by the receipt of such request.

All other terms and conditions of this Policy remain unchanged.

Attached To And Forming Part of Policy Number	Endorsement Effective Date (12:01 A.M. Standard Time)	Named Insured	Agent No.
EKI3118986	01/01/2014	Le Jardin Community Center, Inc.	29406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAGE AND HOUR CLAIM ENDORSEMENT - NON-PROFIT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES COVERAGE SECTION

I. It is agreed that the Employment Practices Coverage Section is amended as follows:

Section A., INSURING CLAUSES, is amended by adding the following:

3. Wage and Hour Claim Insuring Clause

Insurer shall pay the Loss of the Insureds which the Insureds have become legally obligated to pay by reason of a Wage and Hour Claim first made against the Insureds during the Policy Period or, if elected, the Extended Period, and reported to the Insurer pursuant to Section E.1. herein, for a Wage and Hour Wrongful Act taking place prior to the end of the Policy Period.

Section B., DEFINITIONS, subsection 1. is amended by adding the following:

c. Wage and Hour Claim.

Section B., DEFINITIONS, subsection 15. is amended by adding the following:

c. Wage and Hour Wrongful Act.

Section B., DEFINITIONS, is amended by adding the following:

Wage and Hour Wrongful Act means any actual or alleged violation(s) of the Fair Labor Standards Act or any similar federal, state or local law governing or relating to the payment of wages, overtime, on-call time, rest periods, minimum wages or the classification of Employees for the purpose of determining Employees' eligibility for compensation under such law(s); provided, however, Wage and Hour Wrongful Act shall not include actual or alleged violations of the Equal Pay Act of 1963, or any amendments thereto.

Wage and Hour Claim means:

- a. a written demand against an Insured for damages or other relief; or
- b. a civil, judicial, administrative, regulatory or arbitration proceeding or a formal governmental investigation against an Insured seeking damages or other relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom;

brought by or on behalf of one or more Employees solely alleging any Wage and Hour Wrongful Act, including any class action or a collective action under § 216(b) of the Fair Labor Standards Act or any similar federal, state or local law.

Solely with respect to coverage provided by this endorsement, Section D., LIMIT OF LIABILITY AND RETENTIONS, subsection 4. is deleted in its entirety and replaced with the following:

- 4. Payments of Loss by Insurer shall reduce the Limit(s) of Liability under this Coverage Section. Costs, Charges and Expenses are part of, and not in addition to, the Limit(s) of Liability, and payment of Costs, Charges and Expenses reduces the Limit(s) of Liability. If such Limit(s) of Liability are exhausted by payment of Loss, the obligations of the Insurer under this Coverage Section are completely fulfilled and extinguished.

Section F., SETTLEMENT AND DEFENSE, subsection 3. is deleted in its entirety.

Section G., OTHER INSURANCE, is amended by adding the following:

For any Wage and Hour Claim, if any Loss covered under this Coverage Section is covered under any other valid and collectable insurance, then this Policy shall be primary insurance.

Section H., ALLOCATION, is deleted in its entirety.

II. It is agreed that the Declarations is amended as follows:

The maximum aggregate Limit of Liability for all Loss as a result of all Wage and Hour Claims shall be \$250,000, which sum shall be part of and not in addition to the Limit of Liability identified in Item 3.1. of the Declarations relating to the Employment Practices Coverage Section.

Item 3., Employment Practices Coverage Section, Section 2., Retention, of the Declarations is amended by adding the following:

\$10,000 each Wage and Hour Claim

All other terms and conditions of this Policy remain unchanged.

Scottsdale Indemnity Company

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE - FLORIDA

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been 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.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses eighty-five (85%) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2014, any terrorism coverage as defined by the Act provided in the policy will also terminate.

X	I hereby elect to purchase certified terrorism coverage for a premium of \$34.00. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014. Should that occur my coverage for terrorism as defined by the Act will also terminate.
	I hereby reject the purchase of certified terrorism coverage.

Policyholder / Applicant's Signature *

Le Jardin Community Center, Inc.
Named Insured / Firm

Print Name *

EK13118986
Policy Number, if available

Date *

* If rejected, signature required & completed form must be faxed to E-Risk Services @ (973) 252-5146. Please contact your broker with any questions.