

**DIRECTORS AND OFFICERS LIABILITY POLICY
DECLARATIONS**



Corporate Office
945 E. Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326

COMPANY SYMBOL	POLICY PREFIX & NUMBER	RENEWAL OF
N	HP656266	N/A

•THIS IS A CLAIMS MADE POLICY. PLEASE READ IT CAREFULLY. •

THIS POLICY IS ISSUED BY: RSUI Indemnity Company (hereinafter referred to as the Insurer)

ITEM 1. INSURED'S NAME AND MAILING ADDRESS

PRODUCER'S NAME AND ADDRESS

POWDERHORN PARK NEIGHBORHOOD ASSOCIATION
821 EAST 35TH STREET
MINNEAPOLIS, MN 55407

(NO FLAT CANCELLATION)

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS HEREIN OR ATTACHED HERETO, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE INSURER AGREES TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM 2. POLICY PERIOD:

FROM 3/1/2014 TO 3/1/2015 12:01 AM Standard Time at the Insured's address as stated herein

ITEM 3. LIMIT OF LIABILITY:

\$ 3,000,000 Aggregate Limit of Liability each policy period

ITEM 4. RETENTION:

\$ 0 Insuring Agreement A
\$ 25,000 Insuring Agreement B
\$ 25,000 Insuring Agreement C
\$ 25,000 Employment Practices Claim

ITEM 5. PREMIUM:

\$ 34,450.00
+\$150.00 Policy Fee

ITEM 6. POLICY FORM AND ENDORSEMENTS MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:

SEE RSG 200007 0204 - SUPPLEMENTAL DECLARATIONS - SCHEDULE OF ENDORSEMENTS; RSG 211003 0609 - DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION - 2009

THESE DECLARATIONS TOGETHER WITH THE COMPLETED, SIGNED AND DATED APPLICATION, POLICY FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned: _____

May 15, 2014

DATE

AUTHORIZED REPRESENTATIVE

**DIRECTORS AND OFFICERS LIABILITY POLICY
SUPPLEMENTAL DECLARATIONS**



POLICY NUMBER: NHP656266

SCHEDULE OF ENDORSEMENTS

TITLE	FORM NUMBER
Disclosure Pursuant to Terrorism Risk Insurance Act	RSG 204123 0108
Additional Named Insured	RSG 204087 0210
Amended Settlement Clause 70 - 30	RSG 204148 1210
Cap on Losses From Certified Acts of Terrorism	RSG 204081 0108
Exclusion - Amended Bodily Injury and Property Damage	RSG 216014 0609
Exclusion - Builder Developer	RSG 206051 0310
Exclusion - Prior and or Pending Litigation Backdated	RSG 206071 0204
Exclusion - Specific Entities and Individuals	RSG 206077 1205
Full Severability	RSG 214044 0204
Minnesota - Amended Definition of Loss - Defense Claims for ADA	RSG 202170 0911
Minnesota - Amended Notice of Claim or Circumstance	RSG 202171 0911
Minnesota Changes	RSG 202019 0911
Minnesota Changes - Cancellation and Nonrenewal	RSG 203040 0611
Side A Non-Rescindable Coverage	RSG 204136 0606
Sublimit - Defense of Non - Monetary Damages	RSG 204113 0210
Three (3) Year Bilateral Discovery Period	RSG 207002 0204

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF THIS POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Terrorism Premium (Certified Acts)	\$	Waived
Additional information, if any, concerning the terrorism premium:		
*Information required to complete this Schedule, if not shown above, will be shown in the Declarations Page.		

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, the **Insurer** is required to provide the **Insured** with a notice disclosing the portion of the **Insured's** premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of the **Insured's** premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations Page.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals eighty-five percent (85%) of that portion of the amount of such insured losses that exceeds the applicable **Insurer's** retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL NAMED INSURED

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
DIRECTORS AND OFFICERS LIABILITY POLICY - PUBLIC COMPANY

The **Insured's** name, as set forth in Item 1. of the Declarations Page, is amended to include the following:

Armatage Neighborhood Association
Audubon Neighborhood Association
Bancroft Neighborhood Association
Beltrami Neighborhood Council
Bottineau Neighborhood Association
Bryant Neighborhood Organization
Bryn Mawr Neighborhood Association
Cedar Isles Dean Neighborhood Association
Cedar Riverside NRP
Central Area Neighborhood Development Organization
Citizens for a Loring Park Community
Cleveland Neighborhood Association
Concerned Citizens for Marshall Terrace
Corcoran Neighborhood Organization
Downtown Minneapolis Neighborhood Association
East Harriet Farmstead Neighborhood Association
East Phillips Improvement Coalition
Elliot Park Neighborhood, Inc.
Field, Regina, Northrop Neighborhood Group
Folwell Neighborhood Association
Fulton Neighborhood Association
Hale, Page, Diamond Lake Community Association
Harrison Neighborhood Association
Hawthorne Neighborhood Council
Heritage Park Neighborhood Association
Holland Neighborhood Improvement Association
Jordan Area Community Council
Kenny Neighborhood Association
Kenwood Isles Area Association
Kingfield Neighborhood Association
Lind-Bohanon Neighborhood Association
Linden Hills Neighborhood Council
Logan Park Neighborhood Association
Longfellow Community Council
Lowry Hill East Neighborhood Association
Lowry Hill Neighborhood Association
Lyndale Neighborhood Association
Lynnhurst Neighborhood Association
Marcy Holmes Neighborhood Association

McKinley Community
Midtown Phillips
Nicollet Island - East Bank Neighborhood Association
Nokomis East Neighborhood Association
Northeast Park Neighborhood Association
Northside Residents Redevelopment Council
Phillips West Neighborhood Association
Powderhorn Park Neighborhood Association
Prospect Park East River Road Improvement Association
Seward Neighborhood Group
Sheridan Neighborhood Organization
Shingle Creek Neighborhood Association
Southeast Como Improvement Association
St. Anthony East Neighborhood Association
St. Anthony West Neighborhood Organization
Standish Ericsson Neighborhood Association
Stevens Square Community Organization
Tangletown Neighborhood Association
Ventura Village
Victory Neighborhood Association
Waite Park Community Council
Warehouse District North Loop Neighborhood Association
Webber-Camden Neighborhood Organization
West Bank Community Coalition
West Calhoun Neighborhood Council
Whittier Alliance
Windom Community Council
Windom Park Citizens in Action

The above addition shall not serve to increase the Limit of Liability, as set forth in Item 3. of the Declarations Page.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

AMENDED SETTLEMENT CLAUSE – 70/30

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY**

SECTION V. – CONDITIONS, A. Duty to Defend is deleted and replaced by the following:

A. Duty to Defend

It shall be the right and the duty of the **Insurer** to defend any **Claim** against the **Insured** for which coverage applies under this policy, and the **Insurer** shall have the right to appoint counsel of its choosing. No **Insured** may incur any **Defense Expenses**, admit liability for or settle any **Claim** or negotiate any settlement without the **Insurer's** prior written consent; such consent not to be unreasonably withheld. Any **Defense Expenses** incurred or settlements made without the prior written consent of the **Insurer** will not be covered under this policy. The **Insurer** shall have the right to appoint counsel, investigate and conduct negotiations and, with the consent of the **Insured**, to enter into a settlement of any **Claim** that the **Insurer** deems appropriate. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with the **Insurer's** recommendations, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed:

1. The amount for which the **Insurer** could have settled such **Claim** plus **Defense Expenses** incurred as of the date such settlement was proposed in writing by the **Insurer** ("Settlement Opportunity Amount"); plus
2. Seventy percent (70%) of covered **Loss** in excess of such Settlement Opportunity Amount subject to the policy's Limit of Liability.

In no event shall the **Insurer** be liable under this policy for more than the Limit of Liability shown in Item 3. of the Declarations Page.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY – NOT FOR PROFIT ORGANIZATIONS
DIRECTORS AND OFFICERS LIABILITY POLICY - PUBLIC COMPANY
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
EXCESS DIRECTORS AND OFFICERS LIABILITY POLICY
EXCESS LIABILITY POLICY

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and the **Insurer** has met our insurer deductible under the Terrorism Risk Insurance Act, the **Insurer** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act of Terrorism means an 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

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

All other terms and conditions of this policy remain unchanged.

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This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – AMENDED BODILY INJURY AND PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY – NOT FOR PROFIT ORGANIZATION

SECTION IV. – EXCLUSIONS, 3. is amended to read as follows:

- 3.** Alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:
 - a.** Bodily injury, sickness, disease or death of any person, mental anguish or emotional distress; provided, this EXCLUSION 3.a. will not apply to allegations of mental anguish or emotional distress made solely in connection with an **Employment Practices Claim**; or
 - b.** Damage to or destruction of any tangible property, including loss of use thereof, whether or not such property is physically damaged;

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION - BUILDER / DEVELOPER

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
EXCESS DIRECTORS AND OFFICERS LIABILITY POLICY
EXCESS LIABILITY POLICY**

The **Insurer** shall not be liable to make any payment for **Loss** arising out of or in connection with any **Claim** alleging, arising out of, based upon or attributable to any actual or alleged misconduct of a Converter, Builder, Developer or Contractor, including but not limited to conflicts of interest or construction or development disputes, or any **Claim** brought by any such Converter, Builder, Developer or Contractor against any **Insured**.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – PRIOR AND/OR PENDING LITIGATION BACKDATED

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
DIRECTORS AND OFFICERS LIABILITY POLICY - PUBLIC COMPANY**

SECTION IV. - EXCLUSIONS, 10. is deleted and replaced with the following:

10. Alleging, arising out of, based upon or attributable to, in whole or in part, any litigation involving any **Insured** that was commenced or initiated prior to, or pending as of March 01, 2010, or arising out of or based upon, in whole or in part, any facts or circumstances underlying or alleged in any such prior or pending litigation.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION - SPECIFIC ENTITIES AND INDIVIDUALS

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
DIRECTORS AND OFFICERS LIABILITY POLICY - PUBLIC COMPANY
EXCESS DIRECTORS AND OFFICERS LIABILITY POLICY
EXCESS LIABILITY POLICY**

The **Insurer** shall not be liable to make any payment for **Loss** arising out of or in connection with any **Claim** made against any **Insured** which is brought by, on behalf of, or against the following entities or individuals:

Hawthorne Neighborhood Council
Ventura Village

including, but not limited to any **Claim** brought by any director, officer, heir, trustee or partner of the entity, or by any security holder thereof, whether such **Claim** is brought directly or derivatively.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

FULL SEVERABILITY

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY – NOT FOR PROFIT ORGANIZATION

SECTION V. – CONDITIONS, J. Representations is deleted and replaced by the following:

J. Representations

The **Insured** represents that the information, particulars, documents, representations and statements contained in the **Application** are complete, true and accurate; are deemed incorporated into and constituting part of this policy; are material to the acceptance of the risk assumed by the **Insurer** under this policy. This policy is issued in reliance upon the truth of such representations. No knowledge or information possessed by any **Insured** will be imputed to any other **Insured**. If any of the information, particulars, documents, representations and statements contained in the **Application** are untrue, this policy will be void with respect to any **Insured** who knew of such untruth.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

MINNESOTA - AMENDED DEFINITION OF LOSS – DEFENSE FOR ADA CLAIMS

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY

SECTION III. – DEFINITIONS, K. is deleted and replaced by the following:

K. Loss means damages (including back pay and front pay), settlements, judgments (including post-judgment interest on a covered judgment) and **Defense Expenses**. **Loss** (other than **Defense Expenses**) shall not include:

1. Any amount for which the **Insureds** are not financially liable or for which there is not legal recourse to the **Insureds**;
2. Amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
3. Disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing employment related benefit payments;
4. The cost of creating or reinstating employment;
5. Any amounts owed to any **Employee** as wages or compensation previously incurred or vested without regard to any **Claim**;
6. Civil or criminal fines or penalties;
7. Taxes, whether owed to or by any **Insured**;
8. Any liability, or costs incurred, due to any **Insured's** obligation to modify any building or property in order to make such building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar;
9. Matters that may be uninsurable under the law pursuant to which this policy shall be construed.

The DEFINITION of **Loss** shall include punitive or exemplary damages and the multiplied portion of any multiplied damage award, if and where insurable. For purposes of determining whether punitive or exemplary damages, or the multiplied portion of any multiplied damage award arising from any **Claim** shall be insurable by law, the **Insurer** agrees to abide by the law of whichever jurisdiction is applicable to such **Claim** and is most favorable to the **Insured** in that regard.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

MINNESOTA - AMENDED NOTICE OF CLAIM OR CIRCUMSTANCE

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
DIRECTORS AND OFFICERS LIABILITY POLICY - PUBLIC COMPANY

SECTION V. - CONDITIONS, C.1. is deleted and replaced by the following:

1. If, during the **Policy Period** or Discovery Period (if applicable), any **Claim** is first made, it shall be a condition precedent to the **Insurer's** obligation to pay, that the **Insured** give notice of such **Claim** to the **Insurer** or the agent as soon as practicable after such **Claim** is first made, but in no event shall such notice be given later than sixty (60) days after either the expiration date or any earlier cancellation date of this policy.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY**

1. SECTION III. – DEFINITIONS, K. Loss is deleted and replaced with the following:
 - K. Loss** means damages (including back pay and front pay), settlements, judgments (including post-judgment interest on a covered judgment) and **Defense Expenses**. **Loss** (other than **Defense Expenses**) shall not include:
 1. Any amount for which the **Insureds** are not financially liable or for which there is not legal recourse to the **Insureds**;
 2. Amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
 3. Disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing employment related benefit payments;
 4. The cost of creating or reinstating employment;
 5. Any amounts owed to any **Employee** as wages or compensation previously incurred or vested without regard to any **Claim**;
 6. Civil or criminal fines or penalties;
 7. Taxes, whether owed to or by any **Insured**;
 8. Amounts, including **Defense Expenses**, arising out of, based upon or attributable to actual or alleged liability or costs incurred by any **Insured** to modify any building or property in order to make such building or property more accessible or accommodating to any disabled person, or any actual or alleged liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to an **Employment Practices Claim**;
 9. Matters that may be uninsurable under the law pursuant to which this policy shall be construed.

The DEFINITION of **Loss** shall include punitive or exemplary damages and the multiplied portion of any multiplied damage award, if and where insurable. For purposes of determining whether punitive or exemplary damages, or the multiplied portion of any multiplied damage award arising from any **Claim** shall be insurable by law, the **Insurer** agrees to abide by the law of whichever jurisdiction is applicable to such **Claim** and is most favorable to the **Insured** in that regard.
2. SECTION V. - CONDITIONS, C. Notice of Claim or Circumstance is deleted and replaced by the following:
 - C. Notice of Claim or Circumstance**
 1. If, during the **Policy Period** or Discovery Period (if applicable), any **Claim** is first made, it shall be a condition precedent to the **Insurer's** obligation to pay, that the **Insured** give notice of such **Claim** to the **Insurer** or the agent as soon as practicable after such **Claim** is first made, but in no event shall such notice be given later than sixty (60) days after either the expiration date or any earlier cancellation date of this policy.
 2. If, during the **Policy Period** or Discovery Period (if applicable), any **Insured** first becomes aware of any facts or circumstances which may reasonably be expected to give rise to a **Claim** against any **Insured** and, as soon as practicable thereafter, but before the expiration date or any earlier cancellation date of this policy, gives notice to the **Insurer** or the agent, of such facts or circumstances along with the full particulars described below, then any **Claim** subsequently made against any **Insured** arising out of such facts or circumstances will be deemed first made during the **Policy Period**. The notice shall include, at a minimum:

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- a. The names or identity of the potential claimants and a detailed description of the specific alleged **Wrongful Act**; and
- b. The circumstances by which the **Insured** first became aware of the specific alleged **Wrongful Act**.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

MINNESOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
DIRECTORS AND OFFICERS LIABILITY POLICY - PUBLIC COMPANY**

SECTION V. – CONDITIONS, G. Cancellation; Renewal Provision is deleted in its entirety and replaced with the following:

G. Cancellation; Renewal Provision

The **Insured Organization** may cancel this policy at any time by written notice or by surrender of this policy to the **Insurer** at the address shown on the Declarations Page.

This policy may only be cancelled by or on behalf of the **Insurer** in the event the **Insured Organization** fails to pay any premium when due. In the event of non-payment of premium by the **Insured Organization**, the **Insurer** may cancel this policy upon ten (10) days written notice. The **Insurer** will mail notice to the **Insured Organization's** address as shown in Item 1. of the Declarations Page. The mailing of such notice as aforesaid shall be sufficient proof of notice.

If the **Insured Organization** cancels this policy, the **Insurer** will retain the customary short rate proportion of the premium hereon.

The **Insurer** shall not be required to renew this policy upon its expiration. The offer by the **Insurer** of renewal terms, conditions, Limit of Liability and/or premiums varying from those of the expiring policy shall not constitute a refusal to renew.

Nonrenewal

1. If the **Insurer** decides not to renew this policy, the **Insurer** may do so by giving the **Insured Organization** and any agent, written notice of the **Insurer's** intent not to renew at least sixty (60) days before the expiration date of this policy. Such notice will be delivered or mailed by first class mail to the **Insured Organization's** last mailing address know to the **Insurer**.
2. Proof of mailing of any notice shall be sufficient proof of notice.
3. The **Insurer** need not mail or deliver this notice if the **Insured Organization** has:
 - a. Insured elsewhere;
 - b. Accepted replacement coverage; or
 - c. Agreed not to renew this policy.

All other terms and conditions of this policy remain unchanged.

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This Endorsement Changes The Policy. Please Read It Carefully.

SIDE A NON-RESCINDABLE COVERAGE

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
DIRECTORS AND OFFICERS LIABILITY POLICY - PUBLIC COMPANY

Notwithstanding anything contained in this policy to the contrary, the coverage provided under SECTION I., INSURING AGREEMENT A. shall be non-rescindable by the **Insurer**.

All other terms and conditions of this policy remain unchanged.

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This Endorsement Changes The Policy. Please Read It Carefully.

SUBLIMIT - DEFENSE OF NON-MONETARY DAMAGES

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY**

With respect to a **Claim**, solely seeking relief or redress in any form other than monetary damages, this policy shall pay **Defense Expenses** up to a maximum amount of \$25,000 per **Claim** and \$75,000 in the aggregate for the **Policy Period**. A Retention amount of \$25,000 shall be borne by the **Insured**, and the **Insurer** shall only be liable for the amount of **Defense Expenses** which are in excess of the above stated Retention amount.

Notwithstanding anything contained in this endorsement to the contrary, however, solely where coverage for any **Claim** is triggered pursuant to Insuring Agreement A of this Policy, the Retention normally applicable to Insuring Agreement A shall apply to such **Claim**, and the Retention stated here shall not apply.

Other than as set forth above, there shall be no coverage afforded under this policy for **Loss** in connection with any **Claim** seeking relief or redress in any form other than monetary damages. This sublimit for **Defense Expenses** shall be part of and not in addition to the amount set forth in Item 3. of the Declarations Page.

All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

THREE (3) YEAR BILATERAL DISCOVERY PERIOD

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY - PRIVATE COMPANY
DIRECTORS AND OFFICERS LIABILITY POLICY – PUBLIC COMPANY

SECTION V. - CONDITIONS, H. Discovery Period is deleted and replaced with the following:

If the **Insurer** shall refuse to renew this policy or the **Insured Organization** shall cancel or refuse to renew this policy, the **Insured Organization** shall have the right, upon payment of seventy five percent (75%) of the Full Annual Premium, to a period of three hundred and sixty five (365) days following the effective date of such cancellation or non-renewal (herein referred to as the "Discovery Period") in which to give written notice to the **Insurer** of any **Claim** first made against the **Insured** during said three hundred and sixty five (365) day period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this policy. As used herein, "Full Annual Premium" means the premium stated in Item 5. of the Declarations Page and any additional premium(s) charged during the **Policy Period**.

Alternatively, the **Insured Organization** shall have the right to elect a Discovery Period greater than the three hundred and sixty five (365) Days referenced above. The following alternative Discovery Period options are as follows:

<u>Discovery Period</u>	<u>Additional Premium</u>
730 Days	<u>125%</u> of Full Annual Premium
1,095 Days	<u>150%</u> of Full Annual Premium

The rights contained in this clause shall terminate unless written notice of such election together with the additional premium due is received by the **Insurer** at the address shown on the Declarations Page within thirty (30) days of the effective date of cancellation or non-renewal.

The Discovery Period is not cancelable and the additional premium charged shall be fully earned at the inception of the Discovery Period. The Limit of Liability available under the Discovery Period is part of and not in addition to the Limit of Liability stated in Item 3. of the Declarations Page.

The rights contained in this clause shall not apply in the event of cancellation resulting from non-payment of premium.

All other terms and conditions of this policy remain unchanged.

IMPORTANT NOTICE

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
4640 West 77th Street, Suite 342
Edina, Minnesota 55435
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICY HOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.



www.RSUlextra.com

Online Human Resource Loss Prevention Services for Directors and Officers Liability Policyholders

Key Features

- Best Practice Help Line for call-in assistance
- Checklist database for lowering risk
- Links to important federal and state government sites
- Online library with up-to-date articles on productivity, leadership and loss prevention
- Sample Human Resource policies and forms
- Online reporting function allows the Site Administrator to monitor usage
- Online training modules designed for managers and supervisors with the ability to adapt programs to meet their own needs. Best Practice training modules include:
 - Preventing Sexual Harassment
 - Preventing Discrimination
 - Preventing Wrongful Termination
 - Promoting Ethical Behavior

How to get started

1. Designate a person to serve as the Site Administrator for your organization.
2. Go to **www.RSUlextra.com**.
3. Click the *Register* link on the left-hand side of the home page.
4. Enter your RSUI policy number as the Passcode/Organization Code (i.e. NHP123456).
5. Complete the Registration Information and click *Submit*.
6. You are now registered as the Site Administrator.

Who is a Site Administrator?

A Site Administrator is often a person who works with personnel or legal matters and is the person who will oversee the use of **www.RSUlextra.com**. A Site Administrator will have the ability to recruit and add other users as well as make training decisions.

Questions?

Please click *CONTACT US* at **www.RSUlextra.com** on the upper right hand side of the home page. You will be directed to The McCalmon Group for assistance.

This site is administered by The McCalmon Group.



RSUI Indemnity Company

Corporate Office
945 East Paces Ferry Rd.
Atlanta, GA 30326-1160

DIRECTORS AND OFFICERS LIABILITY POLICY NOT FOR PROFIT ORGANIZATION

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY THAT APPLIES ONLY TO THOSE **CLAIMS** FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** THAT ARE REPORTED TO THE **INSURER** DURING THE **POLICY PERIOD**, OR WITHIN SIXTY (60) DAYS THEREAFTER. THE LIMIT OF LIABILITY AVAILABLE TO PAY **LOSS** SHALL BE REDUCED OR TOTALLY EXHAUSTED BY PAYMENT OF **DEFENSE EXPENSES**.

PLEASE READ YOUR POLICY CAREFULLY

CLAIM NOTICE

Mail notices to: **RSUI Group, Inc.**
945 East Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326-1160

Fax notices to: **(404) 231-3755**
Attn: Claims Department

E-mail notices to: **reportclaims@rsui.com**

A member of Alleghany Insurance Holdings LLC

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NOT FOR PROFIT ORGANIZATION
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Words and phrases that appear in **bold** text have special meaning. Refer to SECTION III. - DEFINITIONS.

In consideration of the payment of premium and in reliance upon all statements made to the **Insurer** in the **Application**, and subject to the terms, conditions, definitions, exclusions and limitations hereinafter provided, the **Insurer** agrees:

SECTION I. - INSURING AGREEMENTS

- A. With the **Insured Person** that if a **Claim** for a **Wrongful Act** is first made against any **Insured Person** during the **Policy Period** and reported in accordance with SECTION V. – CONDITIONS, C. Notice of Claim or Circumstance of this policy, the **Insurer** will pay on behalf of such **Insured Person** all **Loss** such **Insured Person** is legally obligated to pay, except and to the extent that the **Insured Organization** is required or permitted to indemnify such **Insured Persons**.
- B. With the **Insured Organization** that if a **Claim** for a **Wrongful Act** is first made against any **Insured Person** during the **Policy Period** and reported in accordance with SECTION V. – CONDITIONS, C. Notice of Claim or Circumstance of this policy, the **Insurer** will pay on behalf of the **Insured Organization** all **Loss** for which the **Insured Organization** is required or permitted to indemnify the **Insured Person**.
- C. With the **Insured Organization** that if a **Claim** for a **Wrongful Act** is first made against the **Insured Organization** during the **Policy Period** and reported in accordance with SECTION V. – CONDITIONS, C. Notice of Claim or Circumstance of this policy, the **Insurer** will pay on behalf of the **Insured Organization** all **Loss** the **Insured Organization** is legally obligated to pay.

SECTION II. - COVERAGE EXTENSIONS

A. Marital Estate

This policy shall cover **Loss** arising from any **Claim** made against the lawful spouse or any legally recognized domestic partner of an **Insured Person** for **Claims** arising solely out of his or her status as the spouse or domestic partner of an **Insured Person** (where such status is derived by reason of statutory law or common law) where such **Insured Person** is entitled to coverage under this policy. Such coverage shall extend to any **Claim** in which a recovery is sought from marital community property, property jointly held by the **Insured Person** and the spouse or domestic partner, or property transferred from the **Insured Person** to the spouse or domestic partner.

Provided, however, that this COVERAGE EXTENSION shall not extend coverage to any **Claim** for, arising from, based upon or attributable to any actual or alleged **Wrongful Act** of the spouse or domestic partner.

B. Outside Board Extension

This policy shall cover **Loss** arising from an **Insured Person** having served, at the direction of and with the consent of the **Insured Organization**, as Director, Officer, or Trustee for any eleemosynary corporation or other not for profit organization where such **Insured Person** is entitled to indemnification by the **Insured Organization**.

This COVERAGE EXTENSION shall be excess of any indemnification and/or insurance that may be permitted or provided by such eleemosynary corporation or organization, regardless of payment made by or on behalf of such eleemosynary corporation or organization, including but not limited to any other Director and Officer Liability Insurance or similar insurance provided for, to, or by any such eleemosynary corporation or organization.

C. Estates and Legal Representatives

This policy shall cover **Loss** arising from any **Claim** made against the estates, heirs, legal representatives or assigns of an **Insured Person** who is deceased, or against the legal representatives or assigns of an **Insured Person** who is incompetent, insolvent or bankrupt, for the **Wrongful Act** of such **Insured Person**.

SECTION III. - DEFINITIONS

- A. **Application** means the application attached to and forming part of this policy, or any prior policy, including any materials submitted or requested in connection with such application, all of which are deemed a part of this policy.
- B. **Claim**, either in the singular or the plural, means:
 - 1. A written demand for monetary or non-monetary relief;

2. A civil, criminal, administrative, regulatory or arbitration proceeding for monetary or non-monetary relief which is commenced by:
 - a. Receipt or service of a complaint or similar pleading;
 - b. Return of an indictment (in the case of a criminal proceeding); or
 - c. Receipt of a notice of charges;
3. An administrative or regulatory investigation when conducted by the Equal Employment Opportunity Commission ("EEOC") or equivalent state, local or foreign agency, which is commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to the **Insured**.

The DEFINITION of **Claim** shall include an **Employment Practices Claim**; provided, the DEFINITION of **Claim** shall not include any internal or external labor or grievance proceeding which is pursuant to a collective bargaining agreement.

C. Defense Expenses means reasonable and necessary legal fees and expenses incurred, with the **Insurer's** consent, by any **Insured** in defense of a **Claim**, including any appeal therefrom. **Defense Expenses** however, shall not include:

1. Remuneration, overhead or benefit expenses associated with any **Insured Person**; or
2. Any obligation to apply for or furnish any appellate or similar bond.

D. Employee means any past, present or future employee of the **Insured Organization**, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any full-time, part-time, seasonal, and temporary employee or volunteers of the **Insured Organization**. An individual who is leased or contracted to the **Insured Organization** shall also be an **Employee**, but only if the **Insured Organization** provides indemnification to such leased or contracted individual in the same manner as is provided to the **Insured Organization's** employees.

E. Employment Practices Claim means any **Claim** alleging an **Employment Practices Wrongful Act**.

F. Employment Practices Wrongful Act means any actual or alleged:

1. Wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied employment contract;
2. Employment related harassment (including but not limited to sexual harassment);
3. Employment related discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
4. Employment-related retaliation;
5. Employment-related misrepresentation to an **Employee** or applicant for employment with the **Insured Organization**;
6. Employment-related libel, slander, humiliation, defamation and/or invasion of privacy;
7. Wrongful failure to employ or promote;
8. Wrongful deprivation of career opportunity, wrongful demotion or negligent **Employee** evaluation, including the giving of defamatory statements in connection with an **Employee** reference;
9. Employment related wrongful discipline;
10. Failure to grant tenure or practice privileges;
11. Failure to provide or enforce adequate or consistent organization policies or procedures relating to employment performance;
12. Violations of the following federal laws (as amended) including all regulations promulgated thereunder:
 - a. Family and Medical Leave Act of 1993;
 - b. Americans with Disabilities Act of 1992 (ADA);
 - c. Civil Rights Act of 1991;

- d. Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990; or
- e. Title VII of the Civil Rights Law of 1964 (as amended) and 42 U.S.C. Section 1983, as well as the Pregnancy Discrimination Act of 1978;

13. Violation of an **Insured Person's** civil rights relating to any of the above; or

14. Negligent hiring, retention, training or supervision, infliction of emotional distress, or violation of an individual's civil rights, when alleged in conjunction with any of the foregoing items 1. through 13.,

whether such **Employment Practices Wrongful Act** as described in 1-14 above is committed directly, indirectly, intentionally or unintentionally, but only if the **Employment Practices Wrongful Act** actually or allegedly pertains to acts committed by an **Insured** and are alleged against an **Insured** by an **Insured Person** or applicant for employment with the **Insured Organization**.

G. Insured means any **Insured Organization** and/or any **Insured Person**.

H. Insured Organization means:

- 1. The organization named in Item 1. of the Declarations Page and any **Subsidiary** existing prior to or at the inception date of this policy; or
- 2. Subject to SECTION V. - CONDITIONS, I. Merger, Consolidation or Acquisition of this policy, **Insured Organization** shall mean any **Subsidiary** created or acquired after the inception date of this policy; or
- 3. In the event a bankruptcy proceeding shall be instituted by or against the foregoing entities, the resulting debtor-in-possession (or equivalent status outside the United States), if any.

I. Insured Person means any past, present or future director, officer, trustee, **Employee**, or any committee member of a duly constituted committee of the **Insured Organization**.

J. Insurer means the Company providing this insurance as shown on the Declarations Page.

K. Loss means damages (including back pay and front pay), settlements, judgments (including pre- and post-judgment interest on a covered judgment) and **Defense Expenses**. **Loss** (other than **Defense Expenses**) shall not include:

- 1. Any amount for which the **Insureds** are not financially liable or for which there is not legal recourse to the **Insureds**;
- 2. Amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
- 3. Disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing employment related benefit payments;
- 4. The cost of creating or reinstating employment;
- 5. Any amounts owed to any **Employee** as wages or compensation previously incurred or vested without regard to any **Claim**;
- 6. Civil or criminal fines or penalties;
- 7. Taxes, whether owed to or by any **Insured**;
- 8. Amounts, including **Defense Expenses**, arising out of, based upon or attributable to actual or alleged liability or costs incurred by any **Insured** to modify any building or property in order to make such building or property more accessible or accommodating to any disabled person, or any actual or alleged liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to an **Employment Practices Claim**;
- 9. Matters that may be uninsurable under the law pursuant to which this policy shall be construed.

The DEFINITION of **Loss** shall include punitive or exemplary damages and the multiplied portion of any multiplied damage award, if and where insurable. For purposes of determining whether punitive or exemplary damages, or the multiplied portion of any multiplied damage award arising from any **Claim** shall be insurable by law, the **Insurer** agrees to abide by the law of whichever jurisdiction is applicable to such **Claim** and is most favorable to the **Insured** in that regard.

L. Personal Injury Wrongful Act shall mean any actual or alleged:

- 1. False arrest, wrongful detention or imprisonment, or malicious prosecution;

2. Libel, slander, defamation of character or invasion of privacy;
3. Wrongful entry, eviction or other invasion of the right of occupancy;
4. Infringement of copyright or trademark or other unauthorized use of title; or
5. Plagiarism or misappropriation of ideas.

However, **Personal Injury Wrongful Act** shall not include:

- a. Publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of an **Insured** with knowledge of the falsity thereof; or
- b. The printing of periodicals, advertising matter, or any or all jobs taken by any **Insured** to be printed for a third party when the periodical, advertising matter or other printing is not a regular part of the **Insured's** own activities.

M. Policy Period means the period beginning at the inception date and ending at the expiration date stated in Item 2. of the Declarations Page or to any earlier policy cancellation or termination date.

N. Subsidiary means any entity of which the **Insured Organization**, either directly or indirectly, or through one or more of its **Subsidiaries**:

1. Owns more than fifty percent (50%) of the voting interest; or
2. Has the right to elect or appoint more than fifty percent (50%) of the voting directors or trustees.

A **Subsidiary** ceases to be a **Subsidiary** when the **Insured Organization** no longer owns more than fifty percent (50%) of the voting interest, or no longer has the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly, or through one or more of its **Subsidiaries**.

O. Wrongful Act means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty, or any **Employment Practices Wrongful Act** or **Personal Injury Wrongful Act**, by:

1. An **Insured Person** while acting in his or her capacity as such and on behalf of the **Insured Organization** or any matter claimed against them solely by reason of their status as an **Insured Person**; or
2. The **Insured Organization**.

SECTION IV. - EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

1. Based upon, arising out of or attributable to the gaining by any **Insured** of any profit or advantage to which such **Insured** was not legally entitled; provided, this EXCLUSION shall not apply unless a judgment or other final adjudication adverse to such **Insured** establishes that the **Insured** gained such profit or advantage;
2. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any criminal or deliberate fraudulent act; provided, this EXCLUSION shall not apply unless a judgment or other final adjudication adverse to any **Insured** in the **Claim** shall establish that such **Insured** committed such criminal or fraudulent act;

The **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person** for the purpose of determining the applicability of EXCLUSIONS 1. and 2. above;

3. For actual or alleged bodily injury, sickness, disease or death of any person, mental anguish or emotional distress; damage to or destruction of any tangible property, including loss of use thereof, whether or not such property is physically damaged; provided, this EXCLUSION shall not apply to allegations of mental anguish or emotional distress made solely in connection with an **Employment Practices Claim**;
4. For violation of any of the responsibilities, obligations or duties imposed by: The Fair Labor Standards Act (except the Equal Pay Act) or any state or local statutory or common law, regulation or ordinance that governs payment or administration of wages, hours worked, or employee entitlements; 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; the Occupational Safety and Health Act; any rules or regulations of any of the foregoing promulgated thereunder and amendments thereto; or any similar provisions of any federal, state or local statutory or common law that govern the same subject matter governed by the laws referenced in this section even if particular laws have some additional or different provisions; provided, this EXCLUSION shall not apply to **Loss** arising from a **Claim** for employment related retaliation;

5. Alleging, arising out of, based upon or attributable to any obligation pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; provided, this EXCLUSION shall not apply to **Loss** arising from a **Claim** for employment related retaliation;
6. For the actual, alleged or threatened discharge, dispersal, release or escape of pollutants or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, including but not limited to **Claims** alleging damage to the **Insured Organization**;

Pollutant includes (but is not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, whether live or inanimate, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed;
7. Brought by or on behalf of any **Insured**, except:
 - a. A derivative action brought by or made on behalf of, or in the name or right of, the **Insured Organization**, if such action is brought and maintained independently of, and without assistance, participation or intervention of any **Insured**;
 - b. An **Employment Practices Claim** brought by an **Insured Person**;
 - c. Any **Claim** brought by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such **Insured Organization**, in or after any bankruptcy proceeding by or against an **Insured Organization**;
 - d. Any **Claim** brought by any past director, officer, trustee, manager or equivalent executives of the **Insured Organization** who have not served as a director, officer, trustee, manager or equivalent executive for at least five (5) years prior to the date such **Claim** is first made, and if the **Claim** is brought and maintained totally independent of and without the solicitation, assistance, active participation or intervention of the **Insured Organization** or any **Insured Person** not described in this paragraph 7.d.; or
 - e. Any instigation of or involvement in any **Claim**, or solicitation, assistance, active participation or intervention by any **Insured** whistleblower under Section 806 of the Sarbanes-Oxley Act of 2002 or any rule or regulation promulgated thereunder, or under any similar whistleblower statute, rule or regulation under any other federal or state law.
8. Alleging, arising out of, based upon or attributable to, directly or indirectly, the same or essentially the same facts underlying or alleged in any matter which, prior to the inception date of this policy, has been the subject of notice to any insurer of a **Claim**, or a potential or threatened **Claim**, or an occurrence or circumstance that might give rise to a **Claim** under any policy of which this insurance is a renewal or replacement or which it may succeed in time;
9. Alleging, arising out of, based upon or attributable to, in whole or in part, the performance or rendering of or failure to perform professional services, where such services are undertaken for others for a fee;
10. Alleging, arising out of, based upon or attributable to, in whole or in part, any litigation involving any **Insured** that was commenced or initiated prior to, or was pending at the inception date of this policy, or arising out of or based upon, in whole or in part, any facts or circumstances underlying or alleged in any such prior or pending litigation;
11. Alleging, arising out of, based upon or attributable to, in whole or in part, any liability under or pursuant to any contract or agreement, whether oral, written, express or implied, including the liability of others assumed by an **Insured**, unless such **Insured** would have been liable in the absence of such contract or agreement; provided, this EXCLUSION shall not apply to **Defense Expenses** in connection with an **Employment Practices Claim**;

SECTION V. - CONDITIONS

A. Duty to Defend

It shall be the right and duty of the **Insurer** to defend any **Claim** against the **Insured** for which coverage applies under this policy, and the **Insurer** shall have the right to appoint counsel of its choosing. No **Insured** may incur any **Defense Expenses**, admit liability for or settle any **Claim** or negotiate any settlement without the **Insurer's** prior written consent; such consent not to be unreasonably withheld. Any **Defense Expenses** incurred or settlements made without the prior written consent of the **Insurer** will not be covered under this policy. The **Insurer** shall have the right to appoint counsel, investigate and conduct negotiations and, with the consent of the **Insured**, to enter into the settlement of any **Claim** that the **Insurer** deems appropriate. If the

Insured refuses to consent to a settlement acceptable to the claimant in accordance with the **Insurer's** recommendations;

1. The **Insured** will thereafter be solely responsible for negotiating and defending such **Claim** at their own expense; and
2. Subject to the **Insurer's** aggregate Limit of Liability stated in Item 3. of the Declarations Page, the **Insurer's** liability with respect of any such **Claim** will not exceed the amount for which such **Claim** could have been settled by the **Insurer**, including **Defense Expenses** incurred up to and until the time that the **Insured** refuses to consent to settlement.

B. Limit of Liability; Retention; Payment of Loss

1. The Limit of Liability stated in Item 3. of the Declarations Page is the maximum aggregate limit that the **Insurer** will pay for all **Loss** under all INSURING AGREEMENTS combined, arising out of any and all **Claims** first made against the **Insured** during the **Policy Period** and the Discovery Period (if purchased) and reported in accordance with the terms and conditions of this policy.

The **Insurer** will have no obligation to pay **Loss** or to defend or continue to defend any **Claim** after the aggregate Limit of Liability, stated in Item 3. of the Declarations Page, has been exhausted by payment of **Loss**. **Defense Expenses** shall be part of and not in addition to the Limit of Liability and payment of **Defense Expenses** by the **Insurer** will reduce the Limit of Liability.

2. As a condition precedent to coverage under this policy, the **Insured** shall pay with respect to each **Claim** the applicable Retention amount, as identified in Item 4. of the Declarations Page. The Retention amount shall be reduced solely by covered **Loss** and shall be applied to all **Loss**, including **Defense Expenses**, and the **Insurer** shall only be liable for the amount of **Loss** that is excess of the stated Retention amount.
3. All **Claims** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events, or the same or related series of facts, circumstances, situations, transactions or events, shall be deemed to be a single **Claim** for all purposes under this policy, shall be subject to the Retention stated in Item 4. of the Declarations Page, and shall be deemed first made when the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.
4. In the event that a **Claim** implicates more than one of the Retention amounts stated in Item 4. of the Declarations Page, then the largest of the applicable Retention amounts shall be applied, but in no event shall more than one Retention amount be applied to a **Claim**.
5. The Retention amount applicable to SECTION I. - INSURING AGREEMENT A. of this policy, as stated in Item 4. of the Declarations Page, shall not be applicable under any circumstances where indemnification by the **Insured Organization** is permitted or required, regardless of whether the **Insured Organization** has agreed to indemnify an **Insured Person**, provided it shall apply when indemnification cannot be made by the **Insured Organization** by reason of the **Insured Organization's** financial insolvency.
6. The **Insurer's** duty to defend the **Insured** and pay **Defense Expenses** ends upon exhaustion of the Limit of Liability, which includes paying or tendering the Limit of Liability into court.
7. Except for payment of **Defense Expenses**, the **Insurer** shall pay for **Loss** only upon final disposition of any **Claim**.

C. Notice of Claim or Circumstance

1. If, during the **Policy Period** or Discovery Period (if applicable), any **Claim** is first made, it shall be a condition precedent to the **Insurer's** obligation to pay, that the **Insured** give written notice of such **Claim** to the **Insurer** as soon as practicable after such **Claim** is first made, but in no event shall such notice be given later than sixty (60) days after either the expiration date or any earlier cancellation date of this policy.
2. If, during the **Policy Period** or Discovery Period (if applicable), any **Insured** first becomes aware of any facts or circumstances which may reasonably be expected to give rise to a **Claim** against any **Insured** and, as soon as practicable thereafter, but before the expiration date or any earlier cancellation date of this policy, gives to the **Insurer** written notice, of such facts or circumstances along with the full particulars described below, then any **Claim** subsequently made against any **Insured** arising out of such facts or circumstances will be deemed first made during the **Policy Period**. The written notice shall include, at a minimum:

- a. The names or identity of the potential claimants and a detailed description of the specific alleged **Wrongful Act**; and
- b. The circumstances by which the **Insured** first became aware of the specific alleged **Wrongful Act**.

D. Cooperation

In the event of a **Claim** or notice of circumstances under SECTION V. - CONDITIONS, C. Notice of Claim or Circumstance of this policy, the **Insured** will provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests, and will take no action, without the **Insurer's** prior written consent, that might prejudice the **Insured's** or the **Insurer's** position, potential or actual rights, or defense under this policy.

E. Other Insurance and Indemnification

Insurance provided by this policy shall apply only as excess over any other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided by this policy. This policy shall be specifically excess over any other valid and collectible insurance pursuant to which any other insurer has a duty to defend a **Claim** for which this policy may be obligated to pay **Loss**.

F. Allocation

If both **Loss** covered under this policy and loss not covered under this policy are jointly incurred either because a **Claim** includes both covered and non-covered matters or covered and non-covered causes of action or because a **Claim** is made against both an **Insured** and any other parties not insured by this policy, then the **Insured** and the **Insurer** shall use their best efforts to fairly and reasonably allocate payment under this policy between covered **Loss** and non-covered loss based on the relative legal exposures of the parties with respect to covered and non-covered matters or covered and non-covered causes of action.

If the **Insurer** and the **Insured** agree on an allocation of **Defense Expenses**, based on covered and non-covered matters or persons, the **Insurer** shall advance **Defense Expenses** allocated to covered **Loss**. If there is no agreement on an allocation of **Defense Expenses**, the **Insurer** shall advance **Defense Expenses** that the **Insurer** believes to be covered under this policy until a different allocation is negotiated, arbitrated, or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of **Defense Expenses** on account of a **Claim** shall be applied retroactively to all **Defense Expenses** on account of such **Claim**, notwithstanding any prior advancement to the contrary. Any advancement or allocation of **Defense 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**.

G. Cancellation; Renewal Provision

The **Insured Organization** may cancel this policy at any time by written notice or by surrender of this policy to the **Insurer** at the address shown on the Declarations Page.

This policy may only be cancelled by or on behalf of the **Insurer** in the event the **Insured Organization** fails to pay any premium when due. In the event of non-payment of premium by the **Insured Organization**, the **Insurer** may cancel this policy upon ten (10) days written notice. The **Insurer** will mail notice to the **Insured Organization's** address as shown in Item 1. of the Declarations Page. The mailing of such notice as aforesaid shall be sufficient proof of notice.

If the **Insured Organization** cancels this policy, the **Insurer** will retain the customary short rate proportion of the premium hereon.

The **Insurer** shall not be required to renew this policy upon its expiration. The offer by the **Insurer** of renewal terms, conditions, Limit of Liability and/or premiums varying from those of the expiring policy shall not constitute a refusal to renew.

If the **Insurer** decides not to renew this policy, the **Insurer** will mail or deliver to the **Insured Organization** written notice of non-renewal, stating the reasons for non-renewal, at least sixty (60) days prior to the expiration date of this policy.

Any notice of non-renewal will be mailed or delivered to the **Insured Organization's** last mailing address known to the **Insurer**. If notice is mailed, proof of mailing will be sufficient proof of notice.

H. Discovery Period

If the **Insurer** shall refuse to renew this policy or the **Insured Organization** shall cancel or refuse to renew this policy, the **Insured Organization** shall have the right, upon payment of seventy five percent (75%) of the Full Annual Premium, to a period of three hundred and sixty five (365) days following the effective date of such cancellation or nonrenewal (herein referred to as the "Discovery Period") in which to give written notice to the **Insurer** of any **Claim** first made against the **Insured** during said three hundred and sixty five (365) day period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this policy. As used herein, "Full Annual Premium" means the premium stated in Item 5. of the Declarations Page and any additional premium(s) charged during the **Policy Period**. The rights contained in this clause shall terminate unless written notice of such election together with the additional premium due is received by the **Insurer** at the address shown on the Declarations Page within thirty (30) days of the effective date of cancellation or nonrenewal.

The Discovery Period is not cancelable and the additional premium charged shall be fully earned at the inception of the Discovery Period.

The Limit of Liability available under the Discovery Period is part of and not in addition to the Limit of Liability stated in Item 3. of the Declarations Page.

The rights contained in this clause shall not apply in the event of cancellation resulting from non-payment of premium.

I. Merger, Consolidation or Acquisition

1. If, after this policy's inception date, the **Insured Organization** creates or acquires a **Subsidiary** whose assets do not exceed twenty five percent (25%) of the total consolidated assets of the **Insured Organization**, not including the assets of the created or acquired **Subsidiary**, such **Subsidiary** shall be deemed to qualify as an **Insured Organization**, but solely for a **Wrongful Act** that takes place on or after the effective date of such creation or acquisition.

2. If, after this policy's inception date, the **Insured Organization** creates or acquires a **Subsidiary** whose assets exceed twenty five percent (25%) of the total consolidated assets of the **Insured Organization**, not including the assets of the created or acquired **Subsidiary**, such **Subsidiary** shall be deemed to qualify as an **Insured Organization**, but solely for a **Wrongful Act** that takes place within the first ninety (90) days after the date of such creation or acquisition. After this ninety (90) day period, the created or acquired **Subsidiary** shall no longer be deemed an **Insured Organization**, unless:

- a. Written notice of the **Subsidiary's** creation or acquisition has been provided to the **Insurer** by the **Insured Organization**, as soon as practicable, and in no event later than ninety (90) days after the date of the creation or acquisition;
- b. The **Insured Organization** has provided the **Insurer** with any additional information the **Insurer** may request;
- c. The **Insured Organization** has agreed to the terms, conditions, exclusions and additional premium charge as may be required by the **Insurer**; and
- d. The **Insurer**, at its sole discretion, has agreed in writing to extend the coverage of this policy to the created or acquired **Subsidiary**.

3. If during the **Policy Period**:

- a. The **Insured Organization** shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
 - b. Any person or entity or group of persons or entities acting in concert shall acquire an amount of more than fifty percent (50%) of the voting power for the election of directors of the **Insured Organization**;
- (either of the above events in 3. a. or b. are hereunder referred to as the "Transaction"),

then this policy shall continue in full force and effect for any **Wrongful Act** occurring prior to the effective time of the Transaction, but there shall be no coverage afforded by any provision of this policy for any actual or alleged **Wrongful Act** occurring after the effective time of the Transaction. This policy may not be cancelled after the effective time of the Transaction and the premium for this policy shall be deemed fully earned as of such time.

The **Insured Organization** shall give the **Insurer** written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction.

J. Representations

The **Insured** represents that as of the inception date of this policy, the information, particulars, documents, representations and statements contained in, attached or referred to in the **Application** are: complete, true and correct; are the basis of this policy; are deemed incorporated into and constituting part of this policy; and are material to the acceptance of the risk assumed by the **Insurer**. This policy is issued in reliance upon the truthfulness and completeness of such information, particulars, documents, representations and statements. Except for knowledge or information possessed by, or facts or circumstances pertaining to the person or persons who signed the **Application**, no statement or representation in the **Application** or knowledge or information possessed by an **Insured Person** will be imputed to any other **Insured Person** for the purpose of determining the existence or availability of coverage under this policy.

K. No Action Against Insurer

No action may be taken against the **Insurer** unless, as a condition precedent thereto, there has been full compliance with all of the terms and conditions of this policy and until the amount of any **Insured's** obligation to pay **Loss** has been finally determined either by judgment against such **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and the **Insurer**.

No **Insured** has any right under this policy to join the **Insurer** as a party to any **Claim** against an **Insured** to determine the liability of such **Insured**, nor shall the **Insurer** be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.

L. Subrogation

In the event the **Insurer** makes any payment under this Policy, the **Insurer** shall be subrogated to all of the rights of recovery of the **Insured**, who shall execute all papers and take all necessary actions to secure such rights, including the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of an **Insured**.

M. Authorization and Notices

The **Insured Persons** agree that the **Insured Organization** acts on their behalf with respect to giving and receiving all notices and return of premium from the **Insurer**.

N. Changes

Notice to any agent or knowledge possessed by any agent or representations by persons acting on behalf of the **Insurer** do not effect a waiver or change in any part of this policy or estop the **Insurer** from asserting any right under the terms, conditions and limitations of this policy. The terms, conditions and limitations of this policy can only be waived or changed by written endorsement.

O. Assignment

Assignment of interest under this policy does not bind the **Insurer** without its prior written consent.

P. Acceptance

The **Insureds** agree that this policy, including the **Application** and any endorsements, constitutes the entire agreement between them and the **Insurer** relating to this insurance policy.

Q. Headings

The description in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

R. Governing Law Clause

This policy shall, to the extent permitted by applicable law, be construed in accordance with the laws of the state or jurisdiction of incorporation or organization of the **Insured Organization** or, in the case of matters pertaining to a **Subsidiary**, the laws of the state or jurisdiction of incorporation or organization thereof.

S. Territory

This policy shall apply to **Claims** made against any **Insured** anywhere in the world.

T. Priority of Payments

With respect to the payment of the policy proceeds, it is agreed that covered **Loss** due under this policy shall be paid by the **Insurer** in the following order of priority:

1. First pay such **Loss** for which coverage is provided under INSURING AGREEMENT A. of this policy;
2. With respect to any remaining amount of the Limit of Liability still available after payment of such **Loss**, pay **Loss** for which coverage is provided under INSURING AGREEMENT B. of this policy; and
3. With respect to any remaining amount of the Limit of Liability still available after payment of such **Loss**, pay **Loss** for which coverage is provided under INSURING AGREEMENT C. of this policy.

The **Insured Organization** or its representatives and the **Insurer** shall use their best efforts to agree upon the priority of payment of all **Loss** under this policy. If no agreement is reached regarding the priority of payments, then the **Insurer** and **Insured Organization** will submit the issue of such priority, and only that issue, to binding arbitration.

In Witness Whereof, the **Insurer** has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Declarations Page by a duly authorized agent of the **Insurer**.



Secretary



President

THIS EXCLUSION CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION

1. Nuclear Exclusion

It is agreed that this policy does not apply:

- a. Under any Liability coverage, to injury, disease, death or destruction:
 - (1) With respect to which an **Insured** under this policy is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its Limit of Liability; or
 - (2) Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The **Insured** is or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of a **nuclear facility** by any person or organization.
- c. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of **nuclear material**, if:
 - (1) The **nuclear material**:
 - (a) Is at any **nuclear facility** owned by, or operated by or on behalf of an **Insured**; or
 - (b) Has been discharged or dispersed there from;
 - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 - (3) The injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** or services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion applies only to injury to or destruction of property at such **nuclear facility**.
- d. As used in this Exclusion:
 - (1) **Hazardous properties** include radioactive, toxic or explosive properties;
 - (2) **Nuclear material** means **source material**, special material or **byproduct material**;
 - (3) **Source material**, special **nuclear material** and **byproduct material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) **Spent Fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
 - (5) **Waste** means any **waste** material:
 - (a) Containing **byproduct material**; and
 - (b) Resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;
 - (6) **Nuclear Facility** means:
 - (a) Any **nuclear reactor**;
 - (b) Any equipment or device designed or used for:
 - i. Separating the isotopes of uranium or plutonium;
 - ii. Processing or utilizing **spent fuel**; or

iii. Handling, processing or packaging **waste**;

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

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

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

e. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or destruction of property, the word *injury* or *destruction* includes all forms of radioactive contamination of property.

DIRECTORS AND OFFICERS LIABILITY-NOT FOR PROFIT ORGANIZATION RENEWAL APPLICATION



NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY THAT APPLIES ONLY TO THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER DURING THE POLICY PERIOD, OR THE DISCOVERY PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS SHALL BE REDUCED OR TOTALLY EXHAUSTED BY PAYMENT OF DEFENSE EXPENSES.

I. GENERAL INFORMATION SECTION

1. (a) Name of Organization: Powderhorn Park Neighborhood Association
- (b) Organization Address: 821 East 35th St
Minneapolis Mn 55407
2. (a) Have there been any changes in the Organization operations within the last twelve (12) months or is the Organization currently contemplating any merger or acquisition? Yes No
(If "Yes", please provide details on a separate page)
- (b) Has the Organization acquired or created any Subsidiaries within the last twelve (12) months? Yes No
(If "Yes", please provide details on a separate page)

3. Please provide the following financial information for the Applicant and its Subsidiaries:

	Current Year
Date of Financial Statement:	3-1-2014
Current Assets:	\$1,500,000
Total Assets:	\$1,500,000
Current Liabilities:	\$0
Total Liabilities:	\$0
Fund Balance:	\$1,000,000
Total Revenues:	\$1,500,000
Net Income or Net Loss:	\$N/A

II. EMPLOYMENT PRACTICES LIABILITY SECTION

1. (a) Number of Employees:
- | | <u>Union</u> | <u>Non-Union</u> |
|------------|--------------|----------------------|
| Full time: | _____ | Full time: <u>60</u> |
| Part time: | _____ | Part time: <u>30</u> |
| Total: | _____ | Total: _____ |
- (b) Total number of Volunteers: 900
2. Does the Organization anticipate making any reductions in the work force within the next twelve (12) months? Yes No
(If "Yes", please provide details on a separate page)
3. How many Employees or Officers have been terminated within the last twelve (12) months?
Number of Employees: 5% Number of Officers: 5%

III. FIDUCIARY LIABILITY SECTION

1. Please provide the following information for each Plan of the Applicant:

Plan Name	Type of Plan (DC/DB/other)	Total Plan Assets (\$)	Annual Contributions	Number of Participants
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

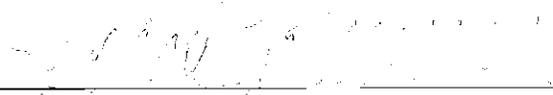
2. Have there been any mergers of Plans or any Plan terminations during the last 12 months? Yes No
 (If "Yes", please provide details on a separate page)
3. Have the Plans been reviewed within the last 12 months to assure that there are no violations of prohibited transactions and party-in-interest rules? Yes No
 (If "No", please provide details on a separate page)
4. Has any Plan experienced an event reportable to the PBGC? Yes No
 (If "Yes", please provide details on a separate page)

The undersigned authorized Officer of the Organization, on behalf of the Organization and its Subsidiaries, and on behalf of the Directors and Officers of the Organization and its Subsidiaries declares that to the best of his/her knowledge and belief, the information, particulars, documents, representations and statements contained in, attached or referred to in this application for insurance and/or as a result of the underwriting process are true and accurate and recognizes that the Insurer, in issuing this policy, will rely on such information, particulars, documents, representations and statements.

Although the signing of this application does not bind the undersigned to effect insurance, the undersigned agrees, on behalf of the Organization and its Subsidiaries, and on behalf of the Directors and Officers of the Organization and its Subsidiaries, that the information, particulars, documents, representations and statements contained in, attached or referred to in this application for insurance and/or as a result of the underwriting process shall be the basis of the contract should a policy be issued and that this application will be attached to and will become part of such policy. The Insurer is hereby authorized to make any investigation and inquiry it deems necessary in connection with this application.

NOTE: This application must be signed by the Chairman of the Board, President or Executive Director and dated within thirty (30) days of the effective date of coverage.

The undersigned authorized Officer agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, he/she (undersigned) will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

Signature  Title Executive Director
(Chairman of the Board, President or Executive Director)

Date 4/30/2014 Organization Powderhorn Park Neighborhood Association

One copy of each of the following documents is attached and made part of the policy:

- (a) COMPLETE COPY OF LATEST ANNUAL REPORT. IF AUDITED FINANCIALS, PLEASE INCLUDE AUDITORS NOTES
- (b) A COPY OF THE MOST RECENTLY FILED FORM 5500 OR MOST RECENT AUDITED PLAN FINANCIAL STATEMENTS
- (c) COMPLETE COPY OF BY LAWS AND ARTICLES OF INCORPORATION
- (d) CURRENT LIST OF DIRECTORS AND OFFICERS
- (e) EEO-1 REPORT (IF REQUIRED BY FEDERAL LAW)
- (f) COPY OF EMPLOYMENT APPLICATION AND EMPLOYEE HANDBOOK

Submitted By _____ Date _____
(Producer)

**SIGNATURE REQUIRED
NEW YORK FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicant's Signature Date

No Signature Required

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ALASKA FRAUD STATEMENT

Company Loss Run Report

Report Parameters

Loss Run detail report for Insured # Powderhorn Park Neighborhood Association
 Agency Name(s): 5705 - Nonprofit Insurance Advisors (NIA)

Report Details

Insured Name: Powderhorn Park Neighborhood Association
Insured Number: 750057
Insured State: MN

Policy Number: 1203769

Nonprofit Insurance Advisors (NIA)

Policy Effective Date	Policy Expiration Date	Claim Status	Claimant Name	Claim Open Date	Claim Closed Date	Claim Number	Product Category	Total Indemnity Paid	Total Defense Paid
03/01/13	03/01/14	Closed	James Cook et al	04/11/13	01/13/14	27433	NP	\$0.00	\$15,844.80
03/01/13	03/01/14	Closed	Randall Tighe	06/07/13	12/18/13	27709	NP	\$0.00	\$0.00
03/01/13	03/01/14	Closed	Alexandra Jasicki	09/10/13	12/03/13	28165	NP	\$0.00	\$2,193.35
								\$0.00	\$18,038.15

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NbhdOrgName	EIN
Armatage Neighborhood Association	41-1409200
Audubon Neighborhood Association	41-1615722
Bancroft Neighborhood Association	41-1763454
Beltrami Neighborhood Council	41-1574897
Bottineau Neighborhood Association	41-1940413
Bryant Neighborhood Organization	41-1648191
Bryn Mawr Neighborhood Association	41-1725550
Cedar Isles Dean Neighborhood Association	41-1782670
Cedar Riverside NRP	41-1409426
Central Area Neighborhood Development Organization	41-1727506
Citizens for a Loring Park Community	41-1490425
Cleveland Neighborhood Association	41-1515461
Concerned Citizens for Marshall Terrace	41-1706895
Corcoran Neighborhood Organization	41-1782691
Downtown Minneapolis Neighborhood Association	36-3517405
East Harriet Farmstead Neighborhood Association	51-0166930
East Phillips Improvement Coalition	41-2001093
Elliot Park Neighborhood, Inc.	41-1716022
Field, Regina, Northrop Neighborhood Group	41-1773302
Folwell Neighborhood Association	41-1796000
Fulton Neighborhood Association	41-1805319
Hale, Page, Diamond Lake Community Association	41-1639035
Harrison Neighborhood Association	41-1803449
Hawthorne Neighborhood Council	41-1728042
Heritage Park	41-1372123
Holland Neighborhood Improvement Association	41-1673702
Jordan Area Community Council	41-1676234
Kenny Neighborhood Association	41-1309335
Kenwood Isles Area Association	41-1837435
Kingfield Neighborhood Association	
Lind-Bohanon Neighborhood Association	26-1286232
Linden Hills Neighborhood Council	41-6166746
Logan Park Neighborhood Association	41-1755634
Longfellow Community Council	41-1791271
Lowry Hill East Neighborhood Association	41-1733974
Lowry Hill Neighborhood Association	41-0975381
Lyndale Neighborhood Association	41-1253108
Lynnhurst Neighborhood Association	41-1783031
Marcy Holmes Neighborhood Association	41-1535894
McKinley Community	02-0599042
Midtown Phillips	41-1706780
Nicollet Island - East Bank Neighborhood Association	51-0142685
Nokomis East Neighborhood Association	
Northeast Park Neighborhood Association	41-1813121
Northside Residents Redevelopment Council	41-1694158
Phillips West Neighborhood Association	41-1768816

Powderhorn Park Neighborhood Association	41-1717318
Prospect Park East River Road Improvement Association	41-1798571
Seward Neighborhood Group	41-1800939
Sheridan Neighborhood Organization	41-1741562
Shingle Creek Neighborhood Association	41-1824990
Southeast Como Improvement Association	41-1824933
St. Anthony East Neighborhood Association	90-0122796
St. Anthony West Neighborhood Organization	41-1000683
Standish Ericsson Neighborhood Association	32-0036350
Stevens Square Community Organization	20-1794339
Tangletown Neighborhood Association	41-1930600
Ventura Village	41-1702238
Victory Neighborhood Association	41-6043288
Waite Park Community Council	41-1224777
Warehouse District North Loop Neighborhood Association	41-1794442
Webber-Camden Neighborhood Organization	41-1281612
West Bank Community Coalition	41-1717051
West Calhoun Neighborhood Council	41-1315023
Whittier Alliance	41-2009164
Windom Community Council	41-1727931
Windom Park Citizens in Action	41-1225148

NbhdOrgAddr	NbhdOrgCity	NbhdOrgSt	NbhdOrgZi
2500 West 57th Street	Minneapolis	MN	55410
1509 27th Ave NE	Minneapolis	MN	55418
4120 17th Avenue South	Minneapolis	MN	55408
P.O. Box 18297	Minneapolis	MN	55418
2205 California Street, Ste. 107	Minneapolis	MN	55418
411 East 38th Str. Suite 105	Minneapolis	MN	55409
PO Box 16437	Minneapolis	MN	55416
P.O. Box 16270	Minneapolis	MN	55416
C/O Brian Coyle Center, 420 15th Ave S	Minneapolis	MN	55454
3736 Chicago Ave S	Minneapolis	MN	55407
1645 Hennepin Ave S #204	Minneapolis	MN	55403
P. O. Box 11635	Minneapolis	MN	55412
2205 California Street NE #107	Minneapolis	MN	55418
3451 Cedar Ave. S.	Minneapolis	MN	55407
40 South 7th Street STE 212 PMB 172	Minneapolis	MN	55402
3612 Bryant Avenue S	Minneapolis	MN	55409
2536 18th Ave S	Minneapolis	MN	55404
719 South 10th Street	Minneapolis	MN	55404
1620 East 46th Street	Minneapolis	MN	55407
1206 37th Avenue N	Minneapolis	MN	55412
Pershing Park, 3523 W. 48th Street	Minneapolis	MN	55410
5144 13th Avenue S.	Minneapolis	MN	55417
503 Irving Ave. N. Suite #100	Minneapolis	MN	55405
2944 Emerson Avenue North	Minneapolis	MN	55411
1000 Olson Memorial Highway	Minneapolis	MN	
1900 Central Avenue NE, Ste. #108	Minneapolis	MN	55418
2009 James Ave North	Minneapolis	MN	55411
5516 Lyndale Avenue South	Minneapolis	MN	55419
P.O. Box 3660	Minneapolis	MN	55403
3754 Pleasant Ave So.	Minneapolis	MN	55409
P.O. Box 29525	Minneapolis	MN	55429
P.O. Box 24049	Minneapolis	MN	55424
1330 Van Buren Street NE	Minneapolis	MN	55413
2727 26th Avenue South	Minneapolis	MN	55406
1200 W. 26th Street	Minneapolis	MN	55405
P.O. Box 3978	Minneapolis	MN	55403
3537 Nicollet Avenue	Minneapolis	MN	55408
P.O. Box 19445	Minneapolis	MN	55419-044
Marcy School Room 209, 415 4th Ave SE	Minneapolis	MN	55414
Center for Families - 3333 North 4th Street, Suite 1	Minneapolis	MN	55412
2519 - 12th Av. S	Minneapolis	MN	55407
132 Bank St SE	Minneapolis	MN	55414
3000 E 50th St.	Minneapolis	MN	55417
P. O. Box 18012	Minneapolis	MN	55418
1315 Penn Avenue North	Minneapolis	MN	55411
2400 Park Av. So. #152	Minneapolis	MN	55404

821-E. 35th St.	Minneapolis	MN	55407-281
66 Malcolm Ave SE	Minneapolis	MN	55414
2323 East Franklin Avenue	Minneapolis	MN	55406
1304 University Ave NE	Minneapolis	MN	55413
P.O. Box 15656	Minneapolis	MN	55415
1170 15th Ave SE, #302	Minneapolis	MN	55414
909 Main Street NE	Minneapolis	MN	55413
909 Main St. NE	Minneapolis	MN	55413
1830 E 42nd Street	Minneapolis	MN	55407-346
1925 Nicollet Ave	Minneapolis	MN	55403-374
P. O. Box 19347, Diamond Lake Branch	Minneapolis	MN	55419
P.O. Box 580757	Minneapolis	MN	55458
2200 44th Ave. N.	Minneapolis	MN	55412
PO Box 18476	Minneapolis	MN	55418
207 - 5th Av. N.	Minneapolis	MN	55401
c/o WCNO 1206 37th Ave. N.	Minneapolis	MN	55412
620 16th Ave S	Minneapolis	MN	55454
3208 W Lake St, Box 1	Minneapolis	MN	55416
10 East 25th Street	Minneapolis	MN	55404
5821 Wentworth Avenue S.	Minneapolis	MN	55419
2314 Lowry Avenue NE	Minneapolis	MN	55418

NbhdOrgURL	Revenues	FT staff	PT staff	Contractor
www.armatage.org				
www.audubonneighborhood.org	\$38,000	0	1	2 pt
www.bancroftneighborhood.org	\$90,000	0	1	
www.discoverbeltrami.org	\$25,000	0	0	0
www.bottineauneighborhood.org/	\$21,000	0	0	0
www.welovebryant.org	\$145,000	0	0	1 PT
www.bmna.org/	\$50,000	0	0	2 PT
www.cidna.org	\$36,000	0	0	1 PT
www.crnrp.org				
www.thecentralneighborhood.com/	\$161,833	2	1	
www.loringpark.org	\$80,000	1	0	bookkeeper
www.clevelandneighborhood.org/	\$67,149	1	1	
www.marshallterrace.org/home	\$81,877	0	0	3 PT
corcoranneighborhood.org	\$300,000	3	2	
www.thedmna.org	\$58,675	0	0	1 PT
www.eastharriet.org/	\$22,943	0	0	1 PT
eastphillips-epic.com/	\$25,000			
www.elliottpark.org	\$240,000			
www.frnng.org	\$93,000	0	1	1 PT
www.folwell.org/	\$257,677	3	1	
www.fultonneighborhood.org	\$53,866	0	0	1 PT
www.hpdl.org	\$65,000	0	1	
www.hnampls.org	\$231,000	1	1	
www.hawthorneneighborhoodcouncil.org/	\$280,000	0	4	
	\$80,000	1	2	0
www.hnia.org/	\$47,034	0	1	
www.jordanmpls.org	\$174,415	1	0	bookkeeper
www.kennyneighborhood.org	\$41,600	0	0	1 PT
www.kenwoodminneapolis.org	\$5,500			1 PT
www.kingfield.org	\$158,125	0	2	bookkeeper
www.lindbohanon.org	\$79,874	0	0	2
www.lindenhills.org	\$235,925	0	0	1 PT
	look up			1 PT
www.longfellow.org	\$305,806	3	2	0
www.thewedge.org	\$50,000	0	0	0
www.lowryhillneighborhood.org/	\$25,000	0	0	
www.lyndale.org	\$509,000		10	2 PT
www.lynnhurst.org/	\$57,527	0	0	1 PT
www.marcy-holmes.org	\$134,000	0	2	
www.mckinleycommunity.com/	\$31,762	0	0	1 PT
www.midtownphillips.wikispaces.com/	\$16,000	0	0	0
	\$47,000	0	0	0
www.nokomiseast.org	\$222,000	2	1	
www.northeastpark.org/	\$12,000	0	0	1 PT
www.nrrc.org	\$240,000	1	0	2 FT
	\$132,341	1	0	bookkeeper

www.ppna.org	\$285,750	2	0	
www.pperr.org	\$61,930	0	1	
www.sng.org	\$420,493	1	6	
www.sheridanneighborhood.org/	\$20,000	0	0	0
www.scna-mpls.org	\$26,700	0	0	1 PT
www.secomo.org	\$133,000	1	1	0
saenaminnneapolis.wordpress.com/	\$25,000	1	0	
www.stawno.org/				
www.standish-ericsson.org	\$104,096	1	1	
www.sscoweb.org	\$190,000	2	1	1 PT seasonal
www.tangletown.org	\$15,000	0	0	0
www.venturavillage.org	\$85,000	0	0	0
www.victoryneighborhood.org/index.php	\$66,366	0	1	
www.waiteparkneighborhood.org	\$27,504	0	0	0
www.northloop.org	\$40,000	0	0	0
www.webbercamden.org/	\$98,634	0	0	0
www.westcalhoun.org	\$13,440	0	0	1 PT
www.whittieralliance.org				
www.windomcommunity.org/				
www.windompark.org	\$15,650	0	1	
		61	28	46
	\$6,656,492			0
	\$110,942			1
	60			2
				3
				4
				5
				6
				7
				1 PT
				2 PT
				3 PT
				bookkeeper