PREMIUM BILL

Date: June 2, 2025

Insured: DEL-MOR DWELLINGS CORP.

Producer: ALLIANT INSURANCE SERVICES INC
353 NORTH CLARK STREET
CHICAGO, IL 60654

Company: Federal Insurance Company

THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY REFERENCED BELOW.

Policy Number: J06603774

Policy Period: 07-01-2025 to 07-01-2026

NOTE: PLEASE RETURN THIS BILL WITH REMITTANCE AND NOTE HEREON ANY CHANGES. BILL WILL BE RECEIPTED AND RETURNED TO YOU PROMPTLY UPON REQUEST.

PLEASE REMIT TO PRODUCER INDICATED ABOVE. PLEASE REFER TO J06603774

Product	**Effective Date**	**Premium**
The ForeFront Portfolio	07-01-2025	$2,758.00

TOTAL POLICY PREMIUM	$2,758.00

WHEN REMITTING PLEASE INDICATE POLICY OR CERTIFICATE NUMBER

DECLARATIONS

Policy Number: J06603774

FEDERAL INSURANCE COMPANY
Incorporated under the laws of Indiana, a stock insurance company, herein called the Company

One American Square 202 N Illinois Street, Suite 2600
Indianapolis, IN 46282

NOTICE: THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "MATTERS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Organization:

DEL-MOR DWELLINGS CORP.

30 NORTH FRANKLIN STREET PO BOX 1495

DELAWARE, OH 43015

Item 2. Policy Period:

From: July 1, 2025 To: July 1, 2026

At 12:01 AM local time at the address shown above.

Item 3. Extended Reporting Period:

(A) Additional Period: 1 Year(s)

(B) Additional Premium: 100% of the annualized premium

Item 4. Coverage(s) Applicable to this Policy:

☒ Directors & Officers and Entity Liability Coverage Part

☒ Employment Practices Liability Coverage Part

☐ Fiduciary Liability Coverage Part

☐ Crime Coverage Part

☐ Kidnap, Ransom & Extortion Coverage Part

☐ Employed Lawyers Liability Coverage Part

☐ Workplace Violence Expense Coverage Part

DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

(A) Aggregate Limit of Liability: $1,000,000

(1) Sublimit for **Member Inquiry** Coverage: $500,000

(2) Sublimit for **Tax Matters**: $100,000

(B) Aggregate Limit of Liability in (A) above shall be shared with:

☒ Employment Practices Liability ☐ Fiduciary Liability ☐ Employed Lawyers Liability

(C) Additional Limit of Liability Dedicated for **Executives**: Not Covered

(D) Retentions:

(1) No Retention is applicable to Insuring Clause (A)

(2) Insuring Clauses (B) & (C): $5,000

(E) Pending or Prior Proceedings Date: July 1, 2003

(F) Defense: Duty to Defend by Chubb

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

(A) Aggregate Limit of Liability: $1,000,000

(B) Aggregate Limit of Liability in (A) above shall be shared with:

☒ Directors & Officers and Entity Liability ☐ Fiduciary Liability ☐ Employed Lawyers Liability

(C) Retentions:

(1) Each **Employment Claim** (other than a **Mass or Class Action**): $5,000

(2) Each **Third Party Claim** (other than a **Mass or Class Action**): $5,000

(3) Each **Mass or Class Action**: $5,000

(D) Pending or Prior Proceedings Date: July 1, 2003

(E) Defense: Duty to Defend by Chubb

Chubb's EPL Loss Prevention Program offers our EPL customers access to state-of-the-art policies and practices, training vehicles and loss prevention specialists, including direct contact with the nationally known law firm of Jackson Lewis LLP. The Insured may call (888) 249-8425, 24 hours a day, 7 days a week, without limitation or register at www.chubbworks.com for additional resources.

IN WITNESS WHEREOF, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

Federal Insurance Company



Secretary



President

June 2, 2025

Date



Authorized Representative

CHUBB

SCHEDULE OF FORMS

To be attached to and form part of Policy Number: J06603774

Company: Federal Insurance Company

Policy Period : 07-01-2025 to 07-01-2026

Issued to: DEL-MOR DWELLINGS CORP.

Form Number	Edition Date	Form Title
PF-55501D	(07/21)	THE CHUBB ForeFront Insurance Declarations
10-02-1281	(03/15)	Terrorism Policyholder Disclosure Notice
14-02-23030	(05/18)	Notice of Loss Control Services
ALL-20887a	(09/19)	Chubb Producer Compensation Practices and Policies
ALL-21101	(09/19)	Trade or Economic Sanctions Notice
PF-17914a	(04/16)	U.S. Treasury Departments Office of Foreign Assets Control - OFAC - Advisory Notice to Policyholders
PF-17993a	(04/20)	Notice to Policyholders - Questions About Your Insurance
General Terms and Conditions		
PF-55501	(07/21)	GENERAL TERMS AND CONDITIONS POLICY FORM
PF-55980	(07/21)	OHIO AMENDATORY ENDORSEMENT
ALL-52004	(05/20)	Cap On Losses From Certified Acts Of Terrorism
PF-54828	(07/21)	PREDETERMINED RUN-OFF ENDORSEMENT
PF-55107	(07/21)	RENEWAL POLICY ENDORSEMENT
PF-55108	(07/21)	GENERAL PARTNER COVERAGE FOR ORGANIZATION AS A LIMITED PARTNERSHIP ENDORSEMENT
PF-55399	(07/21)	ADDITIONAL INSURED ENDORSEMENT
PF-55409	(07/21)	AMEND CONTROL GROUP FOR REPORTING, EXCLUSION SEVERABILITY, AND REPRESENTATIONS/SEVERABILITY FOR SELECTED COVERAGE PARTS ENDORSEMENT
PF-57015	(04/22)	AMEND REPORTING - PREJUDICE WORDING ENDORSEMENT

PF-57016	(04/22)	AMEND EARLY ENGAGEMENT EXPENSE COVERAGE
PF-57019	(04/22)	AMEND ACQUISITION OF THE PARENT ORGANIZATION ENDORSEMENT
PF-57020	(04/22)	AMEND SECTION XVI (ADD TRUST AND ESTATE PLANNING VEHICLE) ENDORSEMENT
PF-57032	(04/22)	RECOGNIZE DIFFERENCE IN CONDITIONS PAYMENT ENDORSEMENT
PF-57094	(10/22)	AMEND REPRESENTATIONS AND SEVERABILITY (REMOVE EXPLICIT EXCLUSION LANGUAGE)
PF-57443	(03/23)	EXTENDED REPORTING PERIOD AMENDED ON DECLARATIONS ENDORSEMENT

Directors & Officers and Entity Liability Coverage Part

PF-55503	(07/21)	DIRECTORS AND OFFICERS AND ENTITY LIABILITY FOR NOT-FOR-PROFIT ORGANIZATIONS COVERAGE PART POLICY FORM
PF-56188	(07/21)	OHIO AMENDATORY ENDORSEMENT
PF-54839	(07/21)	GOVERNMENTAL OR REGULATORY EXCLUSION ENDORSEMENT
PF-55064	(10/22)	SPECIFIC ENTITY EXCLUSION ENDORSEMENT
PF-55218	(07/21)	SEXUAL BEHAVIOR EXCLUSION ENDORSEMENT
PF-55227	(07/21)	EMPLOYED LAWYERS ENDORSEMENT
PF-55231	(07/21)	CRISIS MANAGEMENT EXPENSE COVERAGE ENDORSEMENT
PF-55278	(07/21)	ABSOLUTE PROFESSIONAL SERVICES/E&O (ALL INSURING CLAUSES) EXCLUSION ENDORSEMENT
PF-55334	(07/21)	AMEND BI OR PD EXCLUSION (DEFENSE COSTS CARVEBACK FOR ACCREDITATION) ENDORSEMENT
PF-55339	(07/21)	MEDICAL PROVIDER PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT
PF-55368	(09/24)	AMEND ERISA EXCLUSION (PLAN SPONSORED BY ORGANIZATION) ENDORSEMENT
PF-55385	(07/21)	DEVELOPMENT OR CONSTRUCTION EXCLUSION ENDORSEMENT
PF-55561	(04/22)	AMENDED SUBLIMITS FOR MEMBER INQUIRY COVERAGE

PF-56272	(04/22)	AMEND DEFINITION OF LOSS ENDORSEMENT
PF-57029	(04/22)	AMEND BODILY INJURY/PROPERTY DAMAGE EXCLUSION (CORPORATE MANSLAUGHTER) ENDORSEMENT
PF-57039	(04/22)	AMEND POLLUTION EXCLUSION ENDORSEMENT
PF-57040	(04/22)	AMEND PRIOR NOTICE EXCLUSION ENDORSEMENT
PF-57049	(04/22)	CORPORATE HOMICIDE INVESTIGATION COSTS COVERAGE ENDORSEMENT
PF-57104	(10/22)	AMEND DEFINITION OF EXECUTIVE - SHADOW DIRECTOR

Employment Practices Liability Coverage Part

PF-55505	(07/21)	EMPLOYMENT PRACTICES LIABILITY COVERAGE PART POLICY FORM
PF-55185	(07/21)	OHIO AMENDATORY ENDORSEMENT
PF-55122	(07/2021)	SEX ABUSE EXCLUSION ENDORSEMENT
PF-55123	(07/21)	SEXUAL BEHAVIOR EXCLUSION FOR THIRD PARTY MATTERS ENDORSEMENT
PF-55130	(07/21)	WORKPLACE VIOLENCE EXPENSES (WITH SUBLIMIT) ENDORSEMENT
PF-55132	(07/21)	CRISIS MANAGEMENT EXPENSE COVERAGE ENDORSEMENT
PF-55136	(07/21)	AMEND DEFINITION OF LOSS – MASS OR CLASS ACTION ENDORSEMENT
PF-55143	(07/21)	ABSOLUTE BODILY INJURY OR PROPERTY DAMAGE (WITH CARVEBACK) EXCLUSION ENDORSEMENT
PF-55291	(07/21)	IMMIGRATION CLAIM COVERAGE ENDORSEMENT (WITH SUBLIMIT FOR DEFENSE COSTS)
PF-57067	(04/22)	WORKER ADJUSTMENT AND RETRAINING NOTIFICATION SUBLIMIT FOR DEFENSE COSTS ENDORSEMENT
PF-57068	(04/22)	CLAIMS SAVINGS CLAUSE ENDORSEMENT
PF-57069	(04/22)	VIOLATION OF EMPLOYEE PRIVACY DEFENSE COSTS ENDORSEMENT
PF-57070	(04/22)	LOSS PREVENTION ENDORSEMENT (BLANKET)
PF-57879	(07/23)	BIOMETRIC INFORMATION PRIVACY MATTER EXCLUSION ENDORSEMENT

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE (for policies with no terrorism exclusion or sublimit)

Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

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

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

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: $ **-0-.**

If you have any questions about this notice, please contact your agent or broker.

Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as listed in this Notice. You may order any brochure by email to formsordering@chubb.com and to view our full suite of loss prevention brochures/services go to www.chubb.com/us/fl-lossprevention

Directors and Officers (D&O) Liability Loss Prevention Services

- ***Directors and Officers Liability Loss Prevention*** **Manuals:**
  Directors and Officers Liability Loss Preventions – #14-01-0035
  Directors and Officers Securities Litigation Loss Preventions – #14-01-0448
  Director Liability Loss Prevention in Mergers and Acquisitions – #14-01-1099
  Directors and Officers Liability Loss Prevention for Not-for-Profit- -#14-01-0036
  Cyber Loss Mitigation for Directors -#14-01-1199

Employment Practices Liability (EPL) Loss Prevention Services

- **Toll-free Hot Line**

  Have a question on how to handle an employment situation? Simply call **1.888.249.8425** to access the nationally known employment law firm of Jackson Lewis P.C. We offer customers an unlimited number of calls to the hot line at no additional charge.

- **ChubbWorks.com**
  ChubbWorks.com is a web-based platform that offers multiple services including overviews of employment laws, sample employment policies and procedures, and on-line training. To gain immediate access to ChubbWorks go to **www.chubbworks.com** and register using your policy number.

- ***Employment Practices Loss Prevention Guidelines*** **Manual**

  Employment Practices Loss Prevention Guidelines - #14-01-0061

- **Loss Prevention Consultant Services**

  Chubb has developed a network of more than 120 law firms, human resources consulting firms, and labor economist/statistical firms that offer specialized services for employment issues.

- **Public Company EPL Customers**

  Employment Practices Loss Prevention Guidelines – Written by Seyfarth Shaw exclusively for Chubb this manual provides an overview of key employment issues faced by for-profit companies and offers proactive idea for avoiding employment lawsuits.

- **Private Company EPL Customers**
  Employment Practices Loss Prevention Guidelines – Written by Seyfarth Shaw exclusively for Chubb this manual provides an overview of key employment issues for –profit companies and offers proactive idea for avoiding employment lawsuits.

Fiduciary Liability Loss Prevention Services

- **Fiduciary Liability Loss Prevention Manual**
  Who May Sue You and Why: How to Reduce Your ERISA Risks and the Role of Fiduciary Liability Insurance #14-01-1019

Crime Loss Prevention Services

- **Crime/Kidnap, Ransom & Extortion Loss Prevention Manual**

  Preventing Fraud: How Anonymous Hotlines Can Help #14-01-1090

Cyber Security Loss Prevention Services

Visit: https://www2.chubb.com/us-en/business-insurance/cyber-security.aspx to learn more about Chubb's Cyber Services for our policyholders.

Health Care Directors and Officers (D&O) Liability Loss Prevention Services

- **Readings in Health Care Governance Manual**
  Readings in Health Care Governance -#14-01-0788
- **ChubbWorks.com**
  ChubbWorks.com for Health Care Organizations – The Health Care Zone is a free online resource containing health care specific loss prevention information for employment practices liability, directors and officers (D&O) liability, and fiduciary liability exposures. To gain immediate access to ChubbWorks go to **www.chubbworks.com** and register using your policy number.
- **Health Care D&O Loss Prevention Consultant Services**
  Health Care D& O Loss Prevention Consultant Services- #14-01-1164

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

CHUBB®

Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at http://www.chubbproducercompensation.com or by calling the following toll-free telephone number:

1-866-512-2862.

TRADE OR ECONOMIC SANCTIONS NOTICE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

CHUBB®

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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CHUBB®

Notice to Policyholders

QUESTIONS ABOUT YOUR INSURANCE?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:

CHUBB
Customer Support Service Department
436 Walnut Street
PO Box 1000
Philadelphia, PA 19106-3703
1-800-352-4462

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this Policy, the Company and the Insureds agree as follows:

I. TERMS AND CONDITIONS

Except for these General Terms and Conditions or unless stated to the contrary in any Coverage Part, the terms and conditions of each Coverage Part apply only to that Coverage Part. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part. All bolded terms in these General Terms and Conditions that are not defined under Section II, Definitions shall have the meaning set forth in the applicable Coverage Part.

II. DEFINITIONS

Application means any portion of an application given to the Company for this Policy, including any attachments, written information, representations or materials provided to the Company by, or on behalf of, an **Insured** during the negotiation of this Policy or for the purposes of the Company's underwriting of this Policy.

Foreign Jurisdiction means any jurisdiction, other than the United States of America.

Global Law means:

(A) United States federal, state, and local statutory law and any rule or regulation promulgated thereunder, all as amended;

(B) United States common law; and

(C) with respect to Subsections (A) and (B) above, any equivalent body of law in a **Foreign Jurisdiction**.

Liability Coverage Part means the Directors & Officers and Entity Liability ("D&O"), Employment Practices Liability ("EPL"), Fiduciary Liability ("FL") and Employed Lawyers Liability ("ELL") Coverage Parts, if purchased as set forth in Item 4, Coverage(s) Applicable to this Policy, of the Declarations.

Non-Liability Coverage Part means the Crime ("Crime"), Kidnap, Ransom & Extortion ("KRE") and Workplace Violence Expense ("WPV") Coverage Parts, if purchased as set forth in Item 4, Coverage(s) Applicable to this Policy, of the Declarations.

Organization means the **Parent Organization** and any **Subsidiary**. **Organization** shall also mean any such entity as a debtor in possession or the equivalent thereof in a **Foreign Jurisdiction**.

Parent Organization means the entity named in Item 1 of the Declarations.

Policy Period means the period of time set forth in Item 2 of the Declarations (subject to any termination in accordance with Section XIX, Termination of Policy) and the Extended Reporting Period, if applicable.

Related means based upon, arising from or in consequence of the same or related, or the same or related series of, facts, circumstances, transactions, situations, events or **Wrongful Acts**.

Subsidiary means:

(A) any entity while the **Parent Organization**, directly or indirectly through one or more **Subsidiaries**:

(1) owns or controls more than fifty percent (50%) of the outstanding securities or voting rights representing the present right; or

(2) has the right, pursuant to either written contract or the by-laws, charter, operating agreement or similar documents of an **Organization**,

to elect, appoint or exercise a majority control over such entity's directors, trustees, manager, member of the Board of Managers, or the functional or foreign equivalent positions of such entity;

(B) any entity while the **Parent Organization**, directly or indirectly through one or more **Subsidiaries**:

(1) owns or controls exactly fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's directors, trustees, manager, member of the Board of Managers, or the functional or foreign equivalent positions of such entity; and

(2) has the right, pursuant to either written contract or the by-laws, charter, operating agreement or similar documents of an **Organization** to solely control the management and operation of such entity; or

(C) any foundation or charitable trust while such entity is controlled by the **Parent Organization**;

However, with respect to the D&O for Not-for-Profit Organizations Coverage Part (if purchased), **Subsidiary** shall not include any for-profit entity or chapter of the **Parent Organization** unless added by Endorsement.

III. LIMIT OF LIABILITY

(A) With respect to the **Liability Coverage Parts**:

(1) The Company's maximum aggregate liability for each **Liability Coverage Part** shall be the applicable Aggregate Limit of Liability set forth in Item 4(A) of the Declarations: (a) subject to any Sublimits; and (b) excess of any applicable Retention.

(2) Subject to Paragraph (A)(1) above, if the Limit of Liability of any Coverage Part is designated as shared in Item 4(B) of the Declarations ("Shared Coverage Part"), then the Company's Limit of Liability for each Shared Coverage Part shall be part of, and not in addition to, all other Shared Coverage Parts and shall reduce and may exhaust the Limit of Liability for each Shared Limit of Liability.

(3) Subject to Paragraphs (A)(1) and (A)(2) above, all **Defense Costs** are part of, and not in addition to, the applicable Aggregate Limit of Liability for each **Liability Coverage Part** and payment by the Company of **Defense Costs** shall reduce and may exhaust such Limits of Liability.

(4) If different parts of a **Matter** are subject to different Sublimits under this Policy, then the amount of **Loss** applicable to such Sublimits shall not exceed the largest applicable Sublimit.

(B) With respect to the **Non-Liability Coverage Parts**, the Company's maximum liability shall be the applicable Limits of Liability set forth in the Crime, KRE and WPV portions of the Declarations and shall apply as provided in such **Non-Liability Coverage Part**.

IV. RETENTION

(A) With respect to the **Liability Coverage Parts**:

(1) The Retentions shall apply as set forth in the Declarations and shall only apply to covered **Loss**. Retentions shall be borne uninsured by the **Insureds** and at their own risk.

(2) If different parts of a **Matter** are subject to different Retentions in different Insuring Clauses, Coverage Extensions or Coverage Parts, the applicable Retentions shall be applied separately to each part of such **Matter**, but the sum of such Retentions shall not exceed the largest applicable Retention.

(3) No Retention shall apply to **Loss** incurred by an **Insured Person** if such **Loss** cannot be indemnified by an **Organization** because such **Organization** is not permitted to indemnify by any **Global Law**, or is permitted or required to indemnify, but is unable to do so by reason of **Financial Impairment**.

(4) Except as otherwise provided in this Policy, coverage for any **Matter** (other than a **Claim** or **Derivative Demand Investigation**) shall only apply in excess of the Retention applicable if such **Matter** was a **Claim**.

(B) With respect to the **Non-Liability Coverage Parts:**

(1) The Company's liability shall apply only to that part of each covered loss which is in excess of the applicable Retention set forth in the Crime, KRE and WPV portions of the Declarations, if applicable.

(2) If an **Insured** receives payment under another insurance policy or bond, after application of any deductible or retention thereunder, for loss also covered hereunder, then the applicable Retention set forth in the Crime, KRE and WPV portions of the Declarations, if applicable, shall be reduced by the amount of the deductible or retention applied to such loss under such other insurance policy or bond.

V. RELATED MATTERS

With respect to the **Liability Coverage Parts**, all **Matters** that are **Related** shall be deemed a single **Matter** first made on the date the earliest of such **Matters** was either first made, or on the date the earliest of such **Matters** is deemed to have been first made in accordance with the reporting provisions of this Policy or any prior policy.

VI. EXTENDED REPORTING PERIOD

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

(A) If this Policy does not renew or is otherwise terminated for a reason other than for non-payment of premium (each a "Termination of Coverage"), then any **Insured** shall have the right to purchase the Extended Reporting Period for the Additional Period and Additional Premium as set forth in Item 3 of the Declarations.

(B) The right to purchase the Extended Reporting Period shall lapse unless written notice of election to purchase the Extended Reporting Period, together with payment of the applicable Additional Premium, is received by the Company within sixty (60) days after the effective date of a Termination of Coverage.

(C) If the Extended Reporting Period is purchased, then coverage otherwise afforded by this Policy shall be extended to apply to:

(1) any **Matter** that is either first made or deemed to have been first made during the Extended Reporting Period;

(2) any **Matter** that is reported to the Company in accordance with the Reporting Section for each applicable **Liability Coverage Part**; and

(3) any **Matter** for any **Wrongful Act**, or any **Matter** arising out of facts or circumstances, occurring prior to the earliest of the effective date of a Termination of Coverage or the date of any conversion of coverage described in Section X, Acquisition of The Parent Organization, or Section XI, Acquisition, Creation or Cessation of Subsidiaries or Plans.

(D) The Additional Premium for the Extended Reporting Period shall be deemed fully earned at the inception of the Extended Reporting Period.

(E) No coverage shall be available under this Section VI for that portion of any **Matter** covered under insurance purchased subsequent to the effective date of a Termination of Coverage. The applicable Limits of Liability including any Sublimits for the Extended Reporting Period are part of, and not in addition to, any applicable Aggregate Limit of Liability for the **Policy Period** immediately preceding the Extended Reporting Period.

VII. BANKRUPTCY

(A) Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.

(B) In the event a liquidation or reorganization proceeding is commenced by or against an **Organization** under United States bankruptcy law or any equivalent body of law in a **Foreign Jurisdiction**, the **Organization** and the **Insured Persons** hereby agree not to oppose or object to any efforts by the Company, the **Organization** or an **Insured Person** to obtain relief from any stay or injunction.

VIII. INDEMNIFICATION, SUBROGATION AND RECOURSE

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

(A) This Policy has been issued to the **Parent Organization** with the understanding and agreement that each **Organization** agrees to fulfill its indemnification obligations to each **Insured Person** to the fullest extent permitted by: (1) any **Global Law**, or (2) any contract or agreement providing an indemnification obligation exceeding any such law. If indemnification is permitted, then coverage shall apply under each **Liability Coverage Part** as if such indemnification has been provided. If the Company pays as **Loss** any indemnification owed to any **Insured Person** by any **Organization**, the Company does not waive or compromise any of its rights to recover such **Loss** from such **Organization**.

(B) In the event of any payment of **Loss** under this Policy, the Company shall be subrogated to the extent of such payment of **Loss** to all of the **Insureds'** rights of recovery, including any such right to indemnification from any **Organization**, **Outside Entity**, other insurer or other source. The **Insureds** shall take all reasonable actions to secure and preserve the Company's rights, including any action against any **Organization** for indemnification. It is understood and agreed that the Company shall not subrogate against any **Insured Person**.

(C) Any recovery of payment made by the Company shall be the sole property of the Company; provided, as of the date the recovery is received by the Company, the applicable Limits of Liability of this Policy shall be reinstated in the amount of such recovery, minus all costs incurred by the Company to obtain such recovery.

(D) No **Plan** has purchased or paid for this Policy and thus, the right of recourse that is otherwise required under ERISA Section 410(b)(1) is not applicable.

IX. ACTION AGAINST THE COMPANY

No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No natural person or entity shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

X. ACQUISITION OF THE PARENT ORGANIZATION

(A) If during the **Policy Period** any of the following events occurs:

(1) another entity, natural person or group of entities or natural persons acquires:

(a) more than fifty percent (50%) of the outstanding securities or voting rights representing the present right; or

(b) the right, pursuant to either written contract or the by-laws, charter, operating agreement or similar documents;

to elect, appoint or exercise a majority control over the **Parent Organization's** directors, trustees, manager, member of the Board of Managers, or the functional or foreign equivalent positions of the **Parent Organization**;

(2) the **Parent Organization** emerges from bankruptcy as of the effective date stated in the plan of reorganization; or

(3) the acquisition of all or substantially all of the **Parent Organization's** assets, by another entity, natural person or group of entities or natural persons, or the merger of the **Parent Organization** into or with another entity such that the **Parent Organization** is not the surviving entity;

(B) then:

(1) any applicable coverage under this Policy with respect to:

(a) any **Liability Coverage Part**, shall continue until the expiration of the current **Policy Period**, solely for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring prior to such event; or

(b) any **Non-Liability Coverage Part**, shall terminate subject to Section XIX, Termination of Policy;

(2) the **Parent Organization** shall give written notice of such event to the Company as soon as practicable together with such information as the Company may require; and

(3) the entire premium for this Policy shall be deemed fully earned as of the effective date of such event.

(C) If the **Parent Organization** gives the Company written notice of an acquisition described in Paragraphs (A)(1) or (A)(3) above at least sixty days prior to the date of such acquisition together with all information that the Company may require, the Company shall provide the **Parent Organization** with a quote for up to a six (6) year extension of coverage, solely for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring prior to such acquisition (the "Run-Off Quote"). Coverage offered pursuant to the Run-Off Quote may be subject to additional or different terms and conditions and payment of additional premium. If the **Parent Organization** accepts the Run-Off Quote, the extension of coverage provided pursuant to the Run-Off Quote shall replace any extension of coverage that would otherwise be available to the **Insureds** pursuant to Section VI, Extended Reporting Period.

XI. ACQUISITION, CREATION OR CESSATION OF SUBSIDIARIES OR PLANS

(A) **Acquisition of Another Organization, Sponsored Plan or Employee Benefit Plan**

(1) With respect to the **Liability Coverage Parts**, if before or during the **Policy Period** an **Organization** acquires:

(a) voting rights or appointment rights in another entity, such that the acquired entity becomes a **Subsidiary**; or

(b) another plan such that the acquired plan becomes a **Sponsored Plan** (other than an Employee Stock Ownership Plan ("ESOP")),

then coverage shall be provided for such **Subsidiary**, **Sponsored Plan**, and any

Insureds thereof, solely for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring after such acquisition.

(2) With respect to the **Non-Liability Coverage Parts**, if before or during the **Policy Period** an **Insured** acquires, mergers or consolidates with another entity, such that the acquired, merged or consolidated entity becomes a **Subsidiary**, then coverage shall be provided for such **Subsidiary** and any **Employee Benefit Plan** thereof for loss **Discovered** after the date the **Insured** acquires, merges or consolidates with such entity, regardless of whether or not the loss was sustained prior to the date of such acquisition, merger or consolidation.

(B) **Acquisition or Creation of ESOP**

If during the **Policy Period** any **Organization** creates or directly or indirectly acquires an ESOP, then with respect to the Fiduciary Liability Coverage Part, the **Organization** shall promptly give to the Company written notice thereof, together with such other information requested by the Company. The Company shall, at the request of the **Organization**, provide to the **Organization** a quotation for coverage for **Matters** based upon, arising from or in consequence of such ESOP, subject to such terms, conditions, and limitations of coverage and such additional premium as the Company, in its sole discretion, may require.

(C) **Cessation of Subsidiaries, Sponsored Plans or Employee Benefit Plans**

If before or during the **Policy Period**:

(1) an **Organization** ceases to be a **Subsidiary**, then with respect to any:

(a) **Liability Coverage Part**, coverage for such **Subsidiary** and its **Insureds** shall continue until termination of this Policy for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring while such **Organization** was a **Subsidiary**; and

(b) **Non-Liability Coverage Part**, such **Subsidiary** and any **Employee Benefit Plan** thereof shall cease to be **Insureds** as of the effective date of such cessation and coverage under this Policy shall terminate in accordance with Section XIX, Termination of Policy.

(2) a **Sponsored Plan** is terminated or otherwise ceases to be a **Sponsored Plan**, then with respect to the Fiduciary Liability Coverage Part coverage for such **Sponsored Plan** and its **Insureds** shall continue until termination of this Policy for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, occurring prior to the earlier of:

(a) the date that the **Organization** or **Insured Person** ceases to be a fiduciary of such **Sponsored Plan**; or

(b) the date that:

(i) the **Sponsored Plan** ceases to be a **Sponsored Plan**; or

(ii) the final distribution of the assets of such **Sponsored Plan**,

whichever occurs last.

(3) the Pension Benefit Guaranty Corporation ("PBGC") becomes the Trustee of a **Sponsored Plan**, then with respect to the Fiduciary Liability Coverage Part coverage for such **Sponsored Plan** and its **Insureds** shall continue until termination of this Policy for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring prior to the effective date the PBGC became the Trustee of such **Sponsored Plan**.

XII. REPRESENTATIONS AND SEVERABILITY

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

(A) The Company, in issuing this Policy, has relied upon the statements, representations and information in the **Application** as being true and accurate. The **Application** is the basis for, and considered incorporated into, this Policy and shall be construed as a separate request for coverage by each **Insured**.

(B) The knowledge of an **Insured** shall not be imputed to any **Insured Person**, and only the actual knowledge of the **Control Group** shall be imputed to the **Organization** or **Plan**. The Company shall not be entitled under any circumstances to void or rescind this Policy with respect to any **Insured**.

(C) However, in the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the Company under this Policy, then no coverage shall be afforded for any **Matter** based upon, arising from or in consequence of any such misrepresentations with respect to:

(1) any **Insured Person** who knew of such misrepresentations (whether or not such **Insured Person** knew such **Application** contained such misrepresentations) or any **Organization** or **Plan** to the extent it indemnifies any such **Insured Person**; or

(2) any **Organization** or **Plan** if any member of the **Control Group** knew of such misrepresentations (whether or not such individual knew such **Application** contained such misrepresentations).

XIII. STATE AMENDATORY INCONSISTENCY

If there is an inconsistency between a state amendatory endorsement attached to this Policy and any other term or condition of this Policy, the Company shall apply, where permitted by law, those terms and conditions either of such state amendatory endorsement or the Policy which are more favorable to the **Insured's** coverage; provided that, with respect to any time period relating to notice of cancellation or non-renewal, the Company shall apply the applicable state law.

XIV. NOTICE

(A) Notice to the Company of any **Matter**, **Potential Claim** or circumstances under any **Liability Coverage Part**, or any loss or occurrence that may subsequently result in a covered loss under any **Non-Liability Coverage Part**, shall be deemed notice under the Policy in its entirety.

(B) All notices to the Company under this Policy of any **Matter**, **Potential Claim** or circumstances under any **Liability Coverage Part**, or any loss or occurrence that may subsequently result in a covered loss under any **Non-Liability Coverage Part**, shall be given in writing to one of the following addresses:

(1) **ChubbClaimsFirstNotice@Chubb.com**

(2) Attn: Chubb Claims Department
Chubb
P.O. Box 5122
Scranton, PA18505-0544

(C) All other notices to the Company under this Policy shall be given in writing addressed to:

(1) **NA.FinancialLines@Chubb.com**

(2) Attn: Chubb Underwriting Department
Chubb
202B Hall's Mill Road
Whitehouse Station, NJ 08889

(D) Any notice described in Subsection (B) or (C) above shall be effective on the date of receipt by the Company.

XV. HEADINGS

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

XVI. SPOUSES, DOMESTIC PARTNERS, ESTATES AND LEGAL REPRESENTATIVES

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

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

(B) the lawful spouse or domestic partner of such **Insured Person** solely by reason of such spouse's or domestic partner's: (1) status as a spouse or domestic partner, or (2) ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**;

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

XVII. ALTERATION AND ASSIGNMENT

No change in, modification of or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy which is signed by an authorized representative of the Company.

XVIII. COMPLIANCE WITH TRADE SANCTIONS

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

XIX. TERMINATION OF POLICY

(A) With respect to the **Liability Coverage Parts**, this Policy shall terminate at the earliest of the following times:

(1) ten (10) days after receipt by the **Parent Organization** of a written notice of termination from the Company for non-payment of premium;

(2) upon expiration of the **Policy Period**;

(3) upon receipt by the Company of a written notice of termination from the **Parent Organization**; except with respect to the **Liability Coverage Parts**, this Policy may not be terminated by the **Parent Organization** after the effective date of any event described in Section X, Acquisition of the Parent Organization; or

(4) at such other time as may be agreed upon by the Company and the **Parent Organization**.

(B) With respect to the **Non-Liability Coverage Parts**, this Policy shall terminate at the earliest of following times:

(1) upon any event set forth in Subsection (A) above;

(2) immediately upon any event described in Section X, Acquisition of the Parent Organization;

(3) immediately upon the liquidation or dissolution of the **Parent Organization**;

(4) as to any **Insured**, immediately upon such **Insured's** liquidation or dissolution;

(5) as to any **Insured**, immediately upon any event described in Section XI, Acquisition Creation, Cessation of Subsidiaries or Plans; or

(6) as to any **Employee Benefit Plan**, immediately upon the full assumption of responsibilities for the administration of such **Employee Benefit Plan** by another entity or **Insured** that was not the plan sponsor of such **Employee Benefit Plan** as of either the inception date of this Policy or the date such **Employee Benefit Plan** was added to the Policy.

(C) The Company shall refund the unearned premium on a pro rata basis if this Policy is terminated. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XX. PAYMENT PRIORITY AND COVERAGE COORDINATION

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

(A) It is understood and agreed that any coverage provided under this Policy is principally intended to protect and benefit the **Insured Persons**. Accordingly, in the event that **Loss** for which an **Insured Person** has not been paid or indemnified; and any other **Loss**, are concurrently due under any **Liability Coverage Part**, the Company shall pay **Loss** as follows:

(1) first, **Loss** for which an **Insured Person** has not been paid or indemnified;

(2) second, if applicable, **Loss** for which an **Insured Person** has been indemnified by the **Organization**; or **Loss** incurred by a **Plan**;

(3) third, if applicable, **Loss** incurred by an **Organization**; and

(4) with respect to whatever remaining amount of the Limit of Liability is available after payment under Paragraphs (A)(1) through (A)(3) above, any other **Loss** afforded coverage under any Insuring Clause or Coverage Extension.

(B) Except as otherwise provided in Subsection (A) above, the Company may pay covered **Loss** as it becomes due under this Policy without regard to the potential for other future payment obligations under this Policy.

(C) Any **Loss** covered under more than one **Liability Coverage Part** shall be first covered under the Employment Practices Liability Coverage Part, if applicable, subject to its terms, conditions and limitations. Any remaining portion of such **Loss** otherwise covered under any other applicable **Liability Coverage Part** which is not paid under the Employment Practices Liability Coverage Part shall be covered under such other **Liability Coverage Part**, subject to the terms, conditions and limitations of such **Liability Coverage Part**.

XXI. VALUATION AND FOREIGN CURRENCY

(A) With respect to the **Liability Coverage Parts**, all premiums, limits, retentions, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in this Policy, if a judgment is rendered, a settlement is denominated or any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment

becomes final, the amount of the settlement is agreed upon or any element of **Loss** is due, respectively.

(B) With respect to the **Non-Liability Coverage Parts**:

(1) In the event of loss involving foreign currency, the Company shall pay the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is **Discovered**.

(2) In the event of a loss of **Securities**, the Company shall value such **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**, provided that at its sole discretion, the Company may:

(a) pay the value of such **Securities** or purchase replacement **Securities**, in which event the **Insured** must assign the Company all rights, title and interest in and to those **Securities**; or

(b) issue its indemnity in the form of, or pay the cost of, a Lost Instrument Bond or similar suretyship, to effect replacement of such **Securities**.

(3) In the event of a loss of **Property**, other than any loss of precious metals, the Company shall pay without deduction for depreciation, the least of:

(a) the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value; or

(b) the amount the **Insured** actually spends that is necessary to repair or replace **Property**.

With respect to this Subsection (B)(3):

(i) the Company shall not pay the cost to repair or replace **Property** until such **Property** is actually repaired or replaced, which must occur within twelve (12) months from the time the **Parent Organization** complies with Section XVI, Notice, of the General Terms and Conditions; and

(ii) if the **Property** is not repaired or replaced, the Company will pay the actual cash value of the **Property**.

(4) In the event of a loss of precious metals, the Company shall pay the United States of America dollar value of any precious metals based on the price published in *The Wall Street Journal*, Cash Prices, Precious Metals, on the day loss involving precious metals is **Discovered**.

(5) For purposes of this Subsection (B), the term **Securities** shall include both **Securities** as defined in the Crime Coverage Part and securities as referenced in the Kidnap, Ransom & Extortion Coverage Part.

XXII. WORLDWIDE TERRITORY, APPLICATION OF LAW AND LIBERALIZATION

(A) With respect to the **Liability Coverage Parts**:

(1) This Policy shall apply anywhere in the world.

(2) If the **Parent Organization** requests a policy for issuance to its foreign **Subsidiaries** in their own countries, the Company or any subsidiary or affiliate of Chubb shall provide a quote to the **Parent Organization** for a GLS policy; provided that Chubb can support or facilitate the issuance of such GLS policy to such foreign **Subsidiary** in such foreign country. Coverage offered pursuant to the issued GLS policy may be subject to additional or different terms and conditions and payment of additional premium. Any coordination of coverage under such policy with coverage under this Policy shall be set forth in an

endorsement attached to this Policy. For the purposes of this Subsection, "GLS policy" means Chubb's current Good Local Standard liability policy, including any mandatory endorsements, sold within such **Foreign Jurisdiction** that provides coverage substantially similar to the coverage afforded under this Policy. "GLS policy" shall not include any partnership management, cyber liability, or professional liability coverages.

(3) Whether or not a policy is purchased pursuant to Paragraph (A)(2) above, where legally permissible, for **Loss** from that portion of any **Matter** maintained in a **Foreign Jurisdiction** or to which the law of a **Foreign Jurisdiction** is applied, the Company shall apply to such **Matter** those specific definitions and exclusions of the GLS policy in such **Foreign Jurisdiction** that are more favorable to such **Insured** than the comparable definitions and exclusions of this Policy. This Section XXII shall not apply to any policy provision addressing limits of liability (primary, excess or sublimits), retentions, other insurance or excess liability provisions, duty to defend, defense within or outside the limits, taxes, conformance to law, any claims made provisions, and any endorsement to this Policy that excludes or limits coverage for specific events or litigation, or that specifically states that it will have worldwide effect.

(B) With respect to the **Non-Liability Coverage Parts**:

(1) Coverage under the Crime Coverage Part, if applicable, shall extend to loss anywhere in the world.

(2) Coverage under the Kidnap, Ransom & Extortion Coverage Part and the Workplace Violence Expense Coverage Part, if applicable, shall extend to the Coverage Territory set forth in KRE and WPV portions of the Declarations, if applicable.

XXIII. ROLE OF PARENT ORGANIZATION

By acceptance of this Policy, the **Parent Organization** agrees that it shall be considered the sole agent of, and shall act on behalf of, each **Insured** with respect to:

(A) the payment of premiums and the receiving of any return premiums that may become due under this Policy;

(B) the negotiation, agreement to and acceptance of endorsements; and

(C) the giving or receiving of any notice provided for in this Policy (except the giving of notice to apply for an Extended Reporting Period in accordance with Section VI, Extended Reporting Period, the giving of notice of **Matter**, **Potential Claim** or circumstances in accordance with the Reporting section of the applicable **Liability Coverage Part**).

Each **Insured** agrees that the **Parent Organization** shall act on its behalf with respect to the foregoing.

OHIO AMENDATORY ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			1
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
General Terms and Conditions

In consideration of the premium charged, it is agreed that:

1. Subsection (A) of Section XIX, Termination of Policy, is amended by adding the following to the end thereof:

   provided that such notice of termination by the Company will state the reason therefor. A copy of such notice will be provided to the agent or broker of record, if any;

2. Subsection (B) of Section XIX, Termination of Policy, is amended by adding the following to the end thereof:

   provided that if the Company does not renew this Policy it will mail or deliver at least thirty (30) days advance written notice of non-renewal, stating the policy number, the date of notice and expiration date, to the **Parent Organization** at the last address known to the Company, with a copy to the agent or broker of record, if any. If the Company does not mail or deliver such notice at least thirty (30) days before the expiration date set forth in Item 2 of the Declarations, the coverage afforded under this Policy shall continue in force with no change in its terms, conditions and limitations for thirty (30) days after such notice is mailed to the **Parent Organization.**

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Ohio.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			2
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025	to 07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
General Terms and Conditions

In consideration of the premium charged, it is agreed that:

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we 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 accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB

PREDETERMINED RUN-OFF ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			3
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
General Terms and Conditions

In consideration of the premium charged, it is agreed that:

(1) The Declarations is amended by adding the following:

Item 5. Run-Off Coverage Period:

(A)	Additional Period:	1Year Year(s)
	Additional Premium:	1000% of Annualized Premium
(B)	Additional Period:	3Years Year(s)
	Additional Premium:	125% of Annualized Premium
(C)	Additional Period:	6Years Year(s)
	Additional Premium:	150% of Annualized Premium

(2) The second sentence of Section X, Acquisition of the Parent Organization, Subsection (C), is deleted and replaced with the following:

Coverage offered pursuant to the Run-off Quote may be subject to additional terms and conditions, and the payment of additional premium as set forth in Item 5 of the Declarations.

(3) Section X, Acquisition of the Parent Organization, Subsection (C) is amended to add the following:

In no event shall any **Specified Transaction** (as defined below) be subject to the extension of coverage provided pursuant to the Run-Off Quote as set forth in this Subsection.

(4) For the purposes of this endorsement, **Specified Transaction** means:

(A) any public offering of securities issued by the **Parent Organization**;

(B) the acquisition, asset acquisition or share purchase of the **Parent Organization** by any Special Purpose Acquisition Company ("SPAC"), blank check company or other similar vehicle;

(C) the merger, share exchange or similar business combination of the **Parent Organization** into or with any SPAC, blank check company or other similar vehicle; or

(D) the **Financial Impairment** of the **Parent Organization**.

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

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

CHUBB®

RENEWAL POLICY ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			4
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
General Terms and Conditions

In consideration of the premium charged, it is agreed that:

(1) This Policy (together with all endorsements attached hereto, the "Renewal Policy") has been issued as a renewal of NFP Folio policy Number 81715557 issued to DEL-MOR DWELLINGS CORP. and its Subsidiaries by Federal Insurance Company (such policy together with all endorsements attached thereto, the "Expiring Policy"). In the event of a **Matter** first made or deemed to have been made under any **Liability Coverage Part**, or any loss under any **Non-Liability Coverage Part**, the **Parent Organization** may, in its sole discretion, deem the terms and conditions of the Expiring Policy in its entirety to be more favorable to the **Insured**. Accordingly, the **Parent Organization** may, within thirty (30) days of receipt of a coverage letter from the Company evaluating coverage for such **Matter** or loss under the Renewal Policy, request that the Company adjust coverage for such **Matter** or loss pursuant to the terms and conditions of the Expiring Policy. The Company shall then apply the terms and conditions of the Expiring Policy to such **Matter** or loss, provided that:

(a) such **Matter** or loss shall be subject to any applicable Retention and Limit of Liability of the Renewal Policy and, if applicable, the following endorsements of the Renewal Policy:

Endorsement Name	**Endorsement Number**
BIOMETRIC INFORMATION PRIVACY MATTER EXCLUSION ENDORSEMENT	PF-55125 or PF-57879

(b) the following endorsements of the Expiring Policy, if applicable, shall not apply to such **Matter** or loss:

Endorsement Name	**Endorsement Number**
N/A	N/A

(c) in all events thereafter, such **Matter** and all **Matters** that are **Related** to such **Matter** shall be subject solely to the terms and conditions of the Expiring Policy and any additional terms and conditions set forth in subparagraphs (a) and (b) above.

(2) All obligations of the Company under this Endorsement shall terminate as of July 1, 2025. In the event of any subsequent renewal of this Policy, this Endorsement shall not be included in such subsequent renewal and all obligations of the Company under this Endorsement shall terminate as of July 1, 2025 and be of no other force and effect.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

GENERAL PARTNER COVERAGE FOR ORGANIZATION AS A LIMITED PARTNERSHIP ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		5
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
General Terms and Conditions

In consideration of the premium charged, it is agreed that solely with respect to an **Organization** that is a limited partnership ("**Partnership**"), this Policy is amended as follows:

(1) Section II, Definitions, of the General Terms and Conditions is amended to add the following:

General Partner means: (A) a **Corporate General Partner**; and (B) a **Natural Person General Partner**.

Corporate General Partner means any entity serving as general partner of a **Partnership**.

Natural Person General Partner means any natural person who is, was or will be:

(A) a duly elected, appointed or designated general partner of a **Partnership**;

(B) duly elected or appointed as a manager of a **Partnership** in accordance with such **Partnership's** partnership agreement;

(C) a duly elected or appointed, director, officer, manager, member of the Board of Managers, in-house general counsel, **Employee**, or general partner of a **Corporate General Partner**, but only with respect to such natural person acting on behalf of such **Corporate General Partner** in its **Partnership Capacity**; or

(D) a holder of an equivalent position to those described in (A) – (C) above in a **Corporate General Partner** or **Partnership** incorporated, formed or organized in a **Foreign Jurisdiction**.

Partnership Capacity means service by: (A) a **Natural Person General Partner**; or (B) a **Corporate General Partner**, but solely while serving in a fiduciary capacity or management capacity as a general partner of a **Partnership**.

(2) The definition of **Organization** in Section II, Definitions, of the General Terms and Conditions is amended to include a **Corporate General Partner**.

(3) Subsection (A) of Section X, Acquisition of the Parent Organization, of the General Terms and Conditions is amended to add the following paragraph to the end thereof:

(4) a **Natural Person General Partner** or **Corporate General Partner** serving in a **Partnership Capacity** ceases to serve in such capacity; the withdrawal, resignation or dismissal of any **Insured** serving as a **General Partner** of the **Partnership**; the addition of any person or entity as a new **General Partner** of the **Partnership**; or the replacement or substitution of any **Insured** serving as a **General Partner** of the **Partnership** by any other person or entity,

(4) The definition of **Control Group**, as defined in each applicable Coverage Part, is amended to include any **Natural Person General Partner**

(5) The definition of **Loss**, as defined in each applicable Coverage Part, is amended to add the following:

Loss shall also not include any portion of such amount that constitutes any payment, or obligation to pay any:

(A) dividends or other distribution of profits of a **Partnership** or **General Partner**;

(B) wages, salaries, fees, benefits, commissions or severance pay to a **General Partner**, including the return or reimbursement of fees paid by a **Partnership** to a **General Partner**; or

(C) the return of any contribution of capital or other ownership interest, including capital or other ownership interest or other amounts for which a **General Partner** is liable pursuant to any express or implied promise to contribute to a **Partnership**.

(6) The definition of **Outside Capacity** and all references thereto, in any applicable Coverage Part is deleted solely with respect to any **General Partner**.

(7) Solely with respect to any **Partnership** or **General Partnership**, the definitions for **Wrongful Act**, as defined in each applicable Coverage Part are amended as follows:

(A) The definition of **Wrongful Act** in the Directors & Officers and Entity Liability Coverage Part, if applicable, is amended to add the following:

Wrongful Act means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by, for purposes of coverage under Insuring Clauses (A) and (B), a **Natural Person General Partner**, while acting in a **Partnership Capacity**; or for purposes of coverage under Insuring Clause (C), a **Corporate General Partner**, while acting in a **Partnership Capacity**.

(B) The last sentences in the definitions of **Employment Practices Wrongful Act** and **Third Party Wrongful Act** in the Employment Practices Liability Coverage Part, if applicable, are amended to add the following to the end thereof:

" or committed, attempted, or allegedly committed or attempted by a **Natural Person General Partner** or **Corporate General Partner,** while acting in a **Partnership Capacity**."

(C) The definition of **Wrongful Act** in the Fiduciary Liability Coverage Part, if applicable, is amended to add the following to the end thereof:

With respect to a **Partnership**, any applicable **Wrongful Act** set forth above shall apply to a **Natural Person General Partner** or **Corporate General Partner,** while acting in a **Partnership Capacity**.

(8) The Company shall not be liable under any **Selected Coverage Part** for **Loss** on account of any **Matter** based upon, arising from, or in consequence of:

(A) the commingling of funds;

(B) any change in tax laws (judicially, administratively or legislatively) which results in an adverse tax consequence to a **Partnership**; or

(C) any written partnership agreement, contract or bylaws to which a **General Partner** is a party or related to the terms, benefits or conditions governing the relationship among the current and former partners, principals, members, unit holders or shareholders of a **Partnership.**

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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ADDITIONAL INSURED ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		6
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
General Terms and Conditions

In consideration of the premium charged, it is agreed that this Policy is amended as follows solely with respect to the following Coverage Parts (each a "**Selected Coverage Part**"):

☒ Directors & Officers and Entity ☒ Employment Practices ☐ Fiduciary ☐ Crime

☐ Kidnap, Ransom & Extortion ☐ Employed Lawyers ☐ Workplace Violence

(1) Section II, Definitions, of the General Terms and Conditions is amended as follows:

(A) The definition of **Subsidiary** is amended to include any **Additional Insured**.

(B) The definition of **Additional Insured** is added as follows:

Additional Insured means any entity scheduled below subject to, if applicable, the respective Pending or Prior Proceedings Dates and/or Known Wrongful Acts Dates set forth below; provided:

(i) such entity has the same securityholders or members as the **Parent Organization** that, individually or collectively, own more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's directors, trustees, managers, members of the Board of Managers, or any functional equivalent thereof; or has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar agreement, to elect, appoint or designate a majority of the board of directors or managers of such entity;

(ii) the **Organization** has the authority, whether by operation of law, stock ownership or membership or pursuant to contract, agreement or such entity's charter, articles of incorporation, or by-law provisions, to direct the operations and/or the financial or managerial decision making of such entity; or

(iii) such entity is a **Subsidiary** as defined in the General Terms and Condition of the Policy.

(2) Solely with respect to any **Additional Insured** scheduled above and any **Insured Person** thereof, the respective Pending or Prior Proceedings Dates set forth in Item 4 of the portion of the Declarations for each applicable **Selected Coverage Part** are deleted and replaced with the Pending or Prior Proceeding Dates set forth below.

(3) Solely with respect to any **Additional Insured** scheduled above and any **Insured** thereof, the **Control Group** (as defined in the applicable **Selected Coverage Part**) represent that no **Insured** has knowledge or information, as of the applicable Known Wrongful Acts Date set forth below, of any fact, circumstance or situation that could reasonably be expected to give rise to a **Matter** to which any applicable **Selected Coverage Part** set forth above would apply. Accordingly, if any such fact, circumstance or situation exists, the Company shall not be liable under any **Selected Coverage Part** set forth below for **Loss** on account of any **Matter** based upon, arising from or in consequence of any such fact, circumstance or situation.

(4) Coverage as is afforded under this endorsement with respect to an **Additional Insured** and any **Insured Person** thereof shall be provided:

(a) with respect to any **Liability Coverage Part**, solely for **Matters** for **Wrongful Acts**, facts or circumstances occurring after the respective date such **Additional Insured** became an **Additional Insured** pursuant to the terms and conditions set forth in (1)(B) above; or

(b) with respect to any **Non-Liability Coverage Part**, after the respective date the **Additional Insured** became an **Additional Insured** pursuant to the terms and conditions set forth in (1)(B) above, regardless of whether or not the loss was sustained prior to such date.

(5) If before or during the **Policy Period** an **Additional Insured** ceases to be an **Additional Insured** pursuant to the terms and conditions set forth in (1)(B) above, then coverage for such **Additional Insured** and any **Insured Person** thereof shall:

(a) with respect to any **Liability Coverage Part**, continue until termination of this Policy, but only for **Matters** for **Wrongful Acts**, facts or circumstances occurring while such **Additional Insured** was an **Additional Insured**; or

(b) with respect any **Non-Liability Coverage Part**, terminate subject to Section XIX, Termination of Policy.

Additional Insured	**Coverage Part (D&O/EPL/FL/ELL)**	**Pending or Prior Proceedings Date (or "N/A")**	**Known Wrongful Acts Date (or "N/A")**
Colonel Properties, Inc.	N/A	N/A	N/A
Sunrise Dwellings, Inc.	N/A	N/A	N/A
Sunrise Dwellings II, Inc.	N/A	N/A	N/A
Delaware Partners for Housing, Inc.	N/A	N/A	N/A

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

AMEND CONTROL GROUP FOR REPORTING, EXCLUSION SEVERABILITY, AND REPRESENTATIONS/SEVERABILITY FOR SELECTED COVERAGE PARTS ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		7
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
General Terms and Conditions

In consideration of the premium charged, it is agreed that this Policy is amended as follows solely with respect to the following Coverage Parts selected below:

☒ Directors & Officers and Entity ☒ Employment Practices ☒ Fiduciary ☐ Employed Lawyers

1. For purposes of the Directors & Officers and Entity Liability Coverage Part, if applicable, solely with respect to the last paragraph of Subsection IV(B), Exclusions, and Section V, Reporting, of this Coverage Part; and Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

   Control Group means General Counsel and Risk Manager (or any equivalent position to any of the foregoing) of an **Organization**.

2. For purposes of the Employment Practices Liability Coverage Part, if applicable, solely with to Section V, Reporting, of this Coverage Part, and Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

   Control Group means General Counsel, Risk Manager and Human Resources (or any equivalent position to any of the foregoing) of an **Organization**.

3. For purposes of the Fiduciary Liability Coverage Part, if applicable, solely with respect to the last paragraph of Section IV, Exclusions, and Section V, Reporting, of this Coverage Part; and Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

   Control Group means General Counsel, Risk Manager, Human Resources and Head of Benefits (or any equivalent position to any of the foregoing) of an **Organization**.

4. For purposes of the Employed Lawyers Liability Coverage Part, if applicable, solely with respect to Section V, Reporting, of this Coverage Part, and Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

   Control Group means N/A (or any equivalent position to any of the foregoing) of an **Organization**.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND REPORTING – PREJUDICE WORDING ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		8
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
GENERAL TERMS AND CONDITIONS

In consideration of the premium charged, it is agreed that Section V, Reporting, in the applicable **Liability Coverage Parts** selected herein is amended to add the following:

☒ Directors & Officers and Entity ☒ Employment Practices ☐ Fiduciary ☐ Employed Lawyers

Notwithstanding the foregoing, the Company shall not assert a failure to notice a **Matter** in a timely manner unless the Company is prejudiced by such untimely notice. In no event, however, shall notice be given later than the expiration date of the **Extended Reporting Period**.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND EARLY ENGAGEMENT EXPENSE COVERAGE

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		9
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:g

The ForeFront Portfolio
GENERAL TERMS AND CONDITIONS

In consideration of the premium charged, it is agreed that this Policy is amended as follows solely with respect to the following Coverage Parts selected below.

☒ Directors & Officers and Entity ☒ Employment Practices ☐ Fiduciary

The Early Engagement section of Section II, Coverage Extensions, is deleted and replaced with the following:

Early Engagement Expense Coverage

In the event of any **Pre-Matter Expense**, **Pre-Tender Expense** or **Early Settlement Opportunity**, an aggregate amount not to exceed the lesser of: (1) $100,001; or (2) 100% of the applicable Retention, shall qualify as **Loss** solely for the purpose of exhaustion of the applicable Retention. Once the applicable Retention has been exhausted, any **Pre-Matter Expense** or **Pre-Tender Expense** shall no longer qualify as covered **Loss** under this Coverage Part.

Coverage provided herein shall not be deemed to waive the Company's rights hereunder or limit the **Insured's** right to receive coverage for **Loss** incurred following the reporting of a **Matter**.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND ACQUISITION OF THE PARENT ORGANIZATION ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		10
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
GENERAL TERMS AND CONDITIONS

In consideration of the premium charged, it is agreed that Subsection (B) of Section X, Acquisition of the Parent Organization, of the General Terms and Conditions is amended by adding the following at the end thereof:

> Provided, however, that a reincorporation, merger or other similar act effected primarily for the purpose of changing the **Parent Organization's** jurisdiction of incorporation shall not in and of itself trigger the terms and condition of this Section X.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND SECTION XVI (ADD TRUST AND ESTATE PLANNING VEHICLE) ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		11
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
GENERAL TERMS AND CONDITIONS

In consideration of the premium charged, it is agreed that Section XVI, Spouses, Domestic Partners, Estates and Legal Representatives, of the General Terms and Conditions is amended by adding the words "trust, estate planning vehicle," after each instance of the word "estate".

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

RECOGNIZE DIFFERENCE IN CONDITIONS PAYMENT ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		12
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
GENERAL TERMS AND CONDITIONS

In consideration of the premium charged, it is agreed that Subsection (A) of Section IV, Retention, of the General Terms and Conditions is amended to add the following:

> The Company shall recognize any payment by an **Insured's** Side A/Difference in Conditions policy with respect to payment of the Retention applicable to Insuring Clause (B) of the Directors & Officers and Entity Liability Coverage Part and that such payment shall reduce, and may exhaust, the **Organization's** obligation to pay such Retention under this Section IV. Nothing in this Subsection shall preclude the Company from considering any of the terms, conditions, limitations and exclusions of this Policy in determining whether payment by the **Insured's** Side A/Difference in Conditions policy is for an otherwise covered **Matter** under the Directors & Officers and Entity Liability Coverage Part.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND REPRESENTATIONS AND SEVERABILITY (REMOVE EXPLICIT EXCLUSION LANGUAGE)

Named Insured DEL-MOR DWELLINGS CORP.				Endorsement Number 13
Policy Number J06603774	Policy Period 07-01-2025	to	07-01-2026	Effective Date of Endorsement July 1, 2025
Issued By Federal Insurance Company				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
GENERAL TERMS AND CONDITIONS

In consideration of the premium charged, it is agreed that paragraph (C) of Section XII, Representations and Severability of the General Terms and Conditions is deleted in its entirety.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB

EXTENDED REPORTING PERIOD AMENDED ON DECLARATIONS ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			14
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
GENERAL TERMS AND CONDITIONS

In consideration of the premium charged, it is agreed that:

1. Solely with respect to the Employed Lawyers Liability Coverage Part, if purchased, Item 3, Extended Reporting Period, of the Declarations is deleted and replaced with the following:

   Item 3. Extended Reporting Period:

   (A) Additional Period: 1 Year(s)

   (B) Additional Premium: 100% of Annualized Premium

2. Solely with respect to the Employment Practices Liability Coverage Part, if purchased, Item 3, Extended Reporting Period, of the Declarations is deleted and replaced with the following:

   Item 3. Extended Reporting Period:

   (A) Additional Period: 1 Year(s)

   (B) Additional Premium: 150% of Annualized Premium

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Part, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

Insuring Clause (A): Individual Non-Indemnified Liability Coverage

(A) The Company shall pay, on behalf of an **Insured Person**, **Loss** on account of a **Claim** first made against the **Insured Person** during the **Policy Period**, to the extent that such **Loss** is not indemnified by an **Organization**.

Insuring Clause (B): Individual Indemnified Liability Coverage

(B) The Company shall pay, on behalf of an **Organization**, **Loss** on account of a **Claim** first made against an **Insured Person** during the **Policy Period**, to the extent the **Organization** indemnifies the **Insured Person** for such **Loss** as permitted or required by law.

Insuring Clause (C): Entity Liability Coverage

(C) The Company shall pay, on behalf of an **Organization**, **Loss** on account of a **Claim** first made against the **Organization** during the **Policy Period**.

II. COVERAGE EXTENSIONS

(A) **Inquiry Coverages**

(1) **Member Inquiry Coverage**

(a) **Derivative Demand Investigation Coverage**

The Company shall pay, on behalf of an **Organization**, **Defense Costs** on account of a **Derivative Demand Investigation** first made during the **Policy Period**. No Retention shall apply to **Defense Costs** under this Inquiry Coverage (A)(1)(a).

(b) **Books and Records Request Coverage**

The Company shall pay, on behalf of an **Insured**, **Defense Costs** on account of a **Books and Records Request** first made during the **Policy Period**.

(2) **Interview Coverage**

The Company shall pay, on behalf of an **Insured**, **Defense Costs** incurred solely by an **Insured Person** on account of an **Interview** first made during the **Policy Period**.

(3) **Written Request to Toll or Waive a Statute of Limitations Coverage**

The Company shall pay, on behalf of an **Insured**, **Defense Costs** incurred solely by such **Insured** in responding to a written request to toll or waive a statute of limitations, first made during the **Policy Period**, applicable to a potential **Claim**.

(B) **Early Engagement Expense Coverage**

In the event of any **Pre-Matter Expense**, **Pre-Tender Expense** or **Early Settlement Opportunity**, an aggregate amount not to exceed the lesser of: (1) $25,000; or (2) fifty percent (50%) of the applicable Retention, shall qualify as **Loss** solely for the purpose of exhaustion of the

applicable Retention. Once the applicable Retention has been exhausted, any **Pre-Matter Expense** or **Pre-Tender Expense** shall no longer qualify as covered **Loss** under this Coverage Part.

Coverage provided herein shall not be deemed to waive the Company's rights hereunder or limit the **Insured's** right to receive coverage for **Loss** incurred following the reporting of a **Matter**.

(C) **Additional Limit of Liability Dedicated for Executives**

The Additional Limit of Liability Dedicated for **Executives** as set forth in Item 4(C) of the D&O portion of the Declarations, which amount is in addition to, and not part of, the Aggregate Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations, shall be available to any **Executive** solely with respect to any **Loss** resulting from any **Matter** against an **Executive** that is not indemnified by an **Organization**.

Coverage Extension (A) shall be subject to any applicable Limit of Liability, Sublimit and Retention set forth in the D&O portion of the Declarations and this Policy.

III. DEFINITIONS

For purposes of this Coverage Part:

Asset Protection Costs means that portion of **Defense Costs** constituting reasonable costs, charges, fees, and expenses incurred by an **Executive**, with the Company's consent, to oppose any efforts by an **Enforcement Unit** to seize or otherwise enjoin the personal assets or real property of such **Executive** or to obtain the discharge or revocation of a court order entered during the **Policy Period** that in any way impairs the use thereof.

Books and Records Request means any written demand or proceeding brought by a member of an **Organization** pursuant to any federal, state or local statutory law which provides a right to inspect the **Organization's** books and records.

Claim means any:

(A) written demand (other than an **Inquiry**, subpoena or other investigatory instrument):

(1) for monetary or non-monetary (including injunctive) relief; or

(2) for arbitration, mediation, or other equivalent alternative dispute resolution proceeding,

against an **Insured** for a **Wrongful Act**, commenced by the first receipt of such demand by an **Insured**;

(B) proceeding, including any appeal therefrom, against an **Insured** for a **Wrongful Act**, commenced by:

(1) the service of a civil complaint or similar pleading, or any foreign equivalent thereof;

(2) the service of a notice of charges or foreign equivalent thereof; or

(3) an arrest, the return of an indictment, information or any foreign equivalent thereof, or the receipt of an official request for **Extradition**; or

(C) investigation by an **Enforcement Unit** against an **Insured Person** for a **Wrongful Act**, commenced by the service of a written request from such **Enforcement Unit** upon an **Insured Person** compelling witness testimony or document production and identifying such **Insured Person** as the target of such investigation, including a subpoena, civil investigative demand, grand jury subpoena, search warrant, target letter or Wells notice; provided that the Company shall take into reasonable consideration all extrinsic evidence presented by the **Insured Person**

when determining whether such written request identifies such **Insured Person** as a target of such investigation;

provided that **Claim** shall not include any **Inquiry** or, except as otherwise provided in Subsection (C) above, any civil, criminal, administrative or regulatory inquiry or investigation.

Control Group means the chief executive officer, executive director, president, chief financial officer, in-house general counsel, or any person with the responsibility for the management of insurance claims (or any equivalent position to any of the foregoing) of an **Organization**.

De Facto Director means a natural person who is expressly recognized by **Global Law** as a "de facto" director of an **Organization** and, as result of such recognition, would incur liability as if such natural person were a duly elected or appointed director of such **Organization**.

Defense Costs means that part of **Loss** consisting of the following:

(A) reasonable costs, charges, fees (including attorneys' fees, experts' fees and the cost of **E-Discovery Specialist Services**) and expenses (other than regular or overtime wages, salaries, fees or benefits of **Insured Persons**) incurred in:

(1) investigating, defending, opposing or appealing any **Claim** and the premium for appeal, attachment or similar bonds;

(2) a **Member Inquiry**;

(3) an **Interview**; or

(4) responding to a written request to toll or waive a statute of limitations; or

(B) **Asset Protection Costs**.

Derivative Demand Investigation means an investigation by an **Organization** solely to determine whether it is in the best interest of such **Organization** to pursue the claims alleged in a derivative demand.

Early Settlement Opportunity means any settlement recommended by the Company within the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations which is agreed to by the claimant where: (A) the **Insureds** consent to such settlement within thirty (30) days of the date the **Insureds** are first made aware of the opportunity to settle; (B) such consent occurs within the first ninety (90) days after the **Matter** is first reported to the Company; and (C) such **Matter** is reported to the Company within the first thirty (30) days after it is made. The **Insured** agrees not to settle or offer to settle any **Claim** or otherwise assume any contractual obligation or admit any liability with respect to any **Matter** without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement assumed obligation or admission to which it has not consented.

E-Discovery means the review, development, collection, cataloging, preservation and/or production of electronically stored information in connection with the defense of a **Matter**.

E-Discovery Specialist Services means only the following services performed by an **E-Specialist Firm**:

(A) assisting the **Insured** with managing and minimizing the internal and external costs associated with **E-Discovery**;

(B) assisting the **Insured** in developing or formulating an **E-Discovery** strategy which shall include interviewing qualified and cost-effective **E-Discovery** vendors;

(C) serving as project manager, advisor and/or consultant to the **Insured**, defense counsel and the Company in executing and monitoring the **E-Discovery** strategy; and

(D) such other services provided by the **E-Specialist Firm** that the **Insured**, Company, and **E-Specialist Firm** agree are reasonable and necessary given the circumstances of the **Matter**.

E-Specialist Firm means any e-discovery consultant firm approved by the Company.

Employee means any natural person whose labor or service is, was or will be engaged and directed by an **Organization**, including a part-time, seasonal, leased or temporary employee, intern or volunteer. **Employee** shall not include any **Independent Contractor**.

Enforcement Unit means any federal, state, local, provincial or foreign law enforcement or governmental authority worldwide (including the U.S. Department of Justice, the U.S. Securities and Exchange Commission, or any attorney general).

Executive means any natural person who was, now is or shall become:

(A) a duly elected or appointed director, officer, manager, or member of the Board of Managers, the Advisory Board or any duly constituted committee, trustee (excluding bankruptcy trustee), regent, governor, or in-house general counsel of any **Organization** incorporated, formed or organized in the United States of America;

(B) a holder of an equivalent position to those described in Subsection (A) above in any **Organization** incorporated, formed or organized in a **Foreign Jurisdiction**; or

(C) a **De Facto Director** of an **Organization** but only if such **Organization** has indemnified such **De Facto Director** as any director or officer of an **Organization**, to the fullest extent permitted by: (1) any **Global Law**; or (2) any contract or agreement providing an indemnification obligation exceeding such law.

Excess Benefit means an excess benefit as defined in the Taxpayer Bill of Rights Act 2, 26 U.S.C. 4958.

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

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

(A) the appointment by a state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar party (including a creditors' committee, if applicable) or foreign equivalent thereof empowered to initiate the assumption of control, supervision, management, or liquidation of such **Organization**; or

(B) such **Organization** becoming a debtor in possession under United States bankruptcy law or the equivalent of a debtor in possession under the law of any **Foreign Jurisdiction**;

provided that the court or other judicial or administrative body overseeing the receivership, conservatorship, liquidation, rehabilitation, bankruptcy or equivalent proceeding has denied a request by the **Organization**, or other party determined to have standing, for authorization of the **Organization** to indemnify an **Insured Person** for **Loss**; provided further that, the Company may, in its sole discretion, waive the foregoing requirement.

Independent Contractor means any natural person working for an **Organization** in the capacity of an independent contractor and pursuant to an **Independent Contractor Services Agreement**.

Independent Contractor Services Agreement means any written contract or agreement between an **Independent Contractor**, or any entity on behalf of such **Independent Contractor**, and the **Organization**, governing the nature of the **Organization's** engagement of such **Independent Contractor**.

Inquiry means a **Member Inquiry**, **Interview**, or written request to toll or waive the statute of limitations. An **Inquiry** is commenced by first receipt by an **Insured** of any applicable written demand or request.

Insured means any **Organization** and any **Insured Person**.

Insured Person means any:

(A) **Executive**;

(B) **Employee**; or

(C) **Independent Contractor** working for an **Organization**, but only while acting in his or her capacity as such and only if the **Organization** agrees in writing, prior to or no later than thirty (30) days after a **Matter** is reported to the Company, to indemnify the **Independent Contractor** for liability arising out of such **Matter**.

Interview means a request for an interview, deposition or meeting with, or a sworn statement or testimony from, an **Insured Person** by:

(A) an **Enforcement Unit** in connection with: (1) such **Insured Person** acting in his or her capacity as such; or (2) an **Organization's** business activities; or

(B) an **Organization** in connection with: (1) an inquiry or investigation of the **Organization** by an **Enforcement Unit**; or (2) a derivative demand;

provided that an **Interview** does not include any request: (a) for document production or discovery of information unless such documents or information are in the sole possession or control of an **Insured Person**; (b) by an **Enforcement Unit** that is part of any routine or regularly scheduled **Enforcement Unit** oversight, compliance, audit, inspection or examination; or (c) by an **Enforcement Unit** that is part of an employment-related investigation or claim.

Loss means the amount which an **Insured** becomes legally obligated to pay as a result of any **Matter**, including:

(A) **Defense Costs**, compensatory damages, judgments, including pre-judgment and post-judgment interest;

(B) settlements, including that portion of any settlement which represents claimant's attorney's fees;

(C) punitive, exemplary or multiplied damages, if and to the extent such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages, provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Matter** giving rise to such damages;

(D) civil fines or civil penalties: (1) assessed pursuant to a **Tax Matter**; or (2) assessed against an **Insured Person** for a violation of **Global Law** including civil fines or penalties assessed against an **Insured Person** pursuant to 15 U.S.C. §78dd-2(g)(2)(B) (the Foreign Corrupt Practices Act), if and to the extent that such violation is neither intentional nor willful and only if such civil fines or penalties are insurable under the law of the jurisdiction in which such fines or penalties are assessed;

(E) **Excess Benefit** penalties assessed in the amount of ten percent (10%) by the Internal Revenue Service against any **Insured** for management's involvement in the award of an **Excess Benefit**; and

(F) the premium for a bail bond, if bail is available for an **Extradition** in the country at issue, provided the Company shall be under no obligation to provide such bail bond;

provided that **Loss** does not include any portion of such amount that constitutes any:

(1) cost incurred to comply with any order for non-monetary (including injunctive) relief, or to comply with any agreement to provide such relief;

(2) amount uninsurable under the law pursuant to which this Coverage Part is construed;

(3) (a) twenty-five percent (25%) penalty assessed by the Internal Revenue Service against an **Insured** deemed to have received an **Excess Benefit**; (b) **Defense Costs** incurred to defend an **Insured Person** if it has been determined in fact that such **Insured Person** received an **Excess Benefit**; or (c) two hundred percent (200%) penalty assessed by the Internal Revenue Service for failure to correct the award of an **Excess Benefit**;

(4) taxes, fines or penalties, except as provided in Subsections (C) through (E) above;

(5) cost incurred in cleaning-up, removing, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring **Pollutants**; or

(6) **Pre-Claim Expenses** and **Pre-Tender Expense**, except as provided under the Early Engagement Expense Coverage set forth in Section II(B) of this Coverage Part.

Matter means any **Claim** or **Inquiry**.

Member Inquiry means any**:**

(A) **Derivative Demand Investigation**; or

(B) **Books and Records Request**.

Network Security or Privacy Breach means any:

(A) unauthorized or unlawful access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing through the transmission of a computer virus, malware, spyware or other fraudulent or unauthorized computer code that: (1) modifies, alters, damages, destroys, deletes, records or transmits information; (2) contaminates other computer programs or computer data; or (3) consumes computer resources or in some fashion usurps the normal operation of a computer system;

(B) denial of service or delay, disruption, impairment or failure of any computer network, communication network, technology, information or telecommunication network, service, hardware or software;

(C) unauthorized or unlawful access to, disclosure of, alteration of, theft, collection, storage, use or dissemination of, or loss of any data or confidential or proprietary business information or personally identifiable information as defined by: (i) applicable **Global Law**; or (ii) an **Organization's** publicly stated privacy policy;

(D) violation of any privacy protection or data security **Global Law**; or

(E) violation of any **Global Law** used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission via telephone, cell or mobile phone, telephone facsimile machine, computer or other telephonic or electronic devices, including the United States of America Telephone Consumer Protection Act of 1991, United States of America CAN-SPAM Act of 2003, as amended.

Outside Capacity means service by an **Insured Person** in an **Outside Entity** as a: (A) director or officer; (B) manager or member of the Board of Managers; (C) trustee, regent, or governor; or (D) equivalent executive position of any of the foregoing, but solely during the time that such service is with the knowledge and express consent of an **Organization**.

Outside Entity means:

(A) any non-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), 501(c)(7) or 501(c)(10) of the Internal Revenue Code of 1986, as amended, or any other entity organized for a religious or charitable purpose under any non-profit organization act or statute; or

(B) any other entity specifically added as an **Outside Entity** by written endorsement attached to this Coverage Part;

that is not an **Organization**.

Personal Injury Wrongful Act means any:

(A) false arrest, wrongful detention, imprisonment or malicious prosecution;

(B) libel, slander or defamation of character; or

(C) wrongful entry or eviction.

Publisher Wrongful Act means any:

(A) infringement of copyright or trademark or unauthorized use of title; or

(B) plagiarism or misappropriation of ideas.

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

Pre-Matter Expense means reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, or benefits of **Insured Persons**) incurred in investigating, defending, opposing or appealing a notice of circumstance if such circumstance has been reported under Subsection (D) of Section V, Reporting, and a **Matter** subsequently arises out of such circumstance.

Pre-Tender Expense means reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of **Insured Persons**) incurred in investigating, defending, opposing or appealing any **Matter** before such **Matter** has been reported under Subsections (A) or (B) of Section V, Reporting.

Tax Matter means a **Matter** brought or maintained by the Internal Revenue Service seeking an assessment of taxes, initial taxes, additional taxes, tax deficiencies, excise taxes or penalties pursuant to the Internal Revenue Code of 1986, as amended, ("**IRC**") but only so long as the **Insureds** relied upon, with respect to such **Matter**: (A) the written advice of tax counsel licensed to practice law in the United States, or a Certified Public Accountant; or (B) a tax return prepared by a Certified Public Accountant. Except as otherwise set forth in this definition, a **Tax Matter** shall not include any **Matter** brought or maintained by the Internal Revenue Service.

Wage and Hour Violation means any actual or alleged violation of the responsibilities, obligations or duties imposed by any **Global Law** (including the Fair Labor Standards Act) that governs wage, hour and payroll policies and practices, except the Equal Pay Act.

Wrongful Act means:

(A) any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, **Personal Injury Wrongful Act**, or **Publishers Wrongful Act** committed, attempted, or allegedly committed or attempted by: (1) an **Insured Person** while acting in his or her capacity as such, or in an **Outside Capacity**; or (2) for purposes of coverage under Insuring Clause (C), Entity Liability Coverage, an **Organization**; or

(B) any other matter claimed against an **Insured Person** solely by reason of serving in his or her capacity or status as such.

IV. EXCLUSIONS

(A) EXCLUSIONS APPLICABLE TO ALL INSUREDS

The Company shall not be liable for any **Loss** on account of any **Matter**:

(1) Prior Notice

based upon, arising from or in consequence of any **Wrongful Act**, fact, circumstance, or **Matter** that was the subject of any notice accepted under any prior management liability coverage;

(2) Pending or Prior Proceedings

based upon, arising from or in consequence of any written demand first received by, or action, proceeding, **Matter** or **Matter** that is **Related** commenced against any **Insured**, on or prior to the applicable Pending or Prior Proceedings Date set forth in Item (E) of the D&O portion of the Declarations;

(3) Bodily Injury/Property Damage

for bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed; provided that this Exclusion (A)(3) shall not apply to **Loss** on account of any mental anguish, humiliation or emotional distress asserted in an employment-related **Matter** against an **Insured Person** that is not indemnified by an **Organization** (other than a **Wage and Hour Violation**);

(4) Pollution

based upon, arising from or in consequence of any: (a) discharge, emission, release, dispersal or escape of any **Pollutants** or any threat thereof; (b) treatment, removal or disposal of any **Pollutants**; or (c) regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**; provided that this Exclusion (A)(4) shall not apply to **Loss** on account of any **Matter** against an **Insured Person** that is not indemnified by an **Organization**;

(5) ERISA

for any violation of the responsibilities, obligations or duties imposed by Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, and the Health Insurance Portability and Accountability Act of 1996), all as amended, or any similar **Global Law**;

(6) Insured versus Insured

brought by or on behalf of: (a) an **Insured** in any capacity; or (b) an **Outside Entity** against an **Insured Person** serving in an **Outside Capacity**; provided that this Exclusion (A)(6) shall not apply to any **Matter**:

(i) brought by an **Employee** serving as a member of an **Organization** or brought as a **Member Inquiry** or derivative action, without the solicitation, assistance, active participation or intervention of any **Executive**;

(ii) brought against an **Insured Person**;

a. outside the United States of America or Canada;

b. while an **Organization** is in **Financial Impairment**;

c. for employment-related **Wrongful Acts** if the **Loss** is not indemnified by the **Organization** (other than a **Wage and Hour Violation**); or

d. for contribution or indemnity arising from another **Matter** otherwise covered under this Coverage Part;

(iii) brought by an **Executive** who has ceased serving in his or her capacity as an **Executive** for at least one (1) year; or

(iv) brought by a whistleblower pursuant to any **Global Law**;

(7) Securities

based upon, arising from or in consequence of: (a) any purchase or sale of securities of an **Organization** or **Outside Entity**; or (b) the violation of any **Global Law** relating to securities, including the Securities Act of 1933 and the Securities Exchange Act of 1934, all as amended; provided that this Exclusion (A)(7) shall not apply to a **Loss** on account of any **Matter** based upon, arising from or in consequence of an offering, sale or purchase of bond debt;

(8) Conduct

based upon, arising from or in consequence of:

(a) any deliberate fraud, any deliberate criminal act, or any knowing and willful violation of any **Global Law** by an **Insured**; provided that, for acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** and that are not treated as a criminal violation in the United States, the imposition of a criminal fine or other criminal sanction in such **Foreign Jurisdiction** will not, by itself, be conclusive proof that a deliberate fraud, deliberate criminal act, or knowing and willful violation has occurred;

(b) an **Insured Person** having gained any personal profit, remuneration or other financial advantage to which such **Insured Person** was not legally entitled; or

(c) an **Organization** having gained any profit, remuneration or other financial advantage to which such **Organization** was not legally entitled,

established by a final, non-appealable adjudication in the underlying action or proceeding;

(9) Employment-Related / Third-Party

based upon, arising from or in consequence of any employment-related **Wrongful Act**; or any discrimination against or harassment, including sexual harassment, of any third party; provided that this Exclusion (A)(9) shall not apply to **Loss** on account of any **Matter** against an **Insured Person** that is not indemnified by an **Organization** (other than a **Wage and Hour Violation**); or

(10) Network Security/Privacy Breach

based upon, arising from or in consequence of any **Network Security or Privacy Breach**; provided that this Exclusion (A)(10) shall not apply to **Loss** on account of any **Matter** against an **Insured Person** that is not indemnified by an **Organization**.

(B) EXCLUSIONS APPLICABLE TO THE ORGANIZATION ONLY

The Company shall not be liable for any **Loss** on account of any **Matter** against an **Organization**:

(1) Contract

based upon, arising from or in consequence of any liability in connection with any written contract or agreement to which an **Organization** is a party; provided that this Exclusion (B)(1) shall not apply to the extent that such **Organization** would have been liable in the absence of such contract or agreement; or

(2) Intellectual Property

based upon, arising from or in consequence of any infringement, misappropriation, or violation of copyright, patent, service marks, trademarks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services; provided that this Exclusion (B)(2) shall not apply to any **Publisher Wrongful Act**.

For the purpose of determining the applicability of the foregoing Exclusion (A)(8) above: (i) the **Wrongful Acts,** conduct, or actual knowledge of, or facts pertaining to, one **Insured** shall not be imputed to any **Insured Person**; and (ii) solely with respect to Insuring Clause (C), the **Wrongful Acts**, conduct, or actual knowledge of, or facts pertaining to the **Control Group** of an **Organization** shall be imputed to such **Organization** and its **Subsidiaries**, provided that, the foregoing Subparagraph (ii) shall not preclude the application of Exclusion (A)(8) if the **Organization** is adjudicated in its own right.

V. REPORTING

(A) An **Insured** shall give to the Company written notice of any **Claim** as soon as practicable after the **Control Group** of an **Organization** becomes aware of such **Claim**, but in no event later than:

(1) if this Coverage Part expires (or is otherwise terminated) without being renewed with the Company, ninety (90) days after the effective date of such expiration or termination; or

(2) the expiration date of the Extended Reporting Period, if applicable;

provided that if the Company sends written notice to the **Parent Organization** stating that this Coverage Part is being terminated for nonpayment of premium, an **Insured** shall give to the Company written notice of such **Claim** prior to the effective date of such termination.

(B) The **Insureds**, at their discretion, may give to the Company written notice of any **Inquiry** no later than ninety (90) days after the **Control Group** first becomes aware of such **Inquiry**. No coverage shall be available under this Coverage Part for **Loss** on account of any unreported **Inquiry**.

(C) With respect to Subsections (A) and (B) above, such written notice to the Company shall be a condition precedent to coverage for any **Matter**. Provided, however, if the **Parent Organization** can prove to the Company's satisfaction that it was not reasonably possible for the **Insureds** to give such notice within the time periods set forth in Subsections (A) or (B) above and that subsequent notice was given as soon as reasonably possible thereafter, the Company shall waive the foregoing time period.

(D) If during the **Policy Period** an **Insured** gives written notice to the Company of any circumstance which could give rise to a subsequent **Matter**, then such **Matter** subsequently arising from such circumstance shall be deemed to have been first made during the **Policy Period** in which such written notice was first given by an **Insured** to the Company; provided

any such subsequent **Matter** is reported to the Company as soon as practicable after the **Control Group** first becomes aware of such **Matter**.

(E) The **Insureds** shall give to the Company in any written notice described in Subsections (A), (B) or (D) above a description of the **Matter** or circumstance, the nature of any alleged **Wrongful Acts**, the nature of the alleged or potential damage and the names of all actual or potential defendants.

VI. DEFENSE AND SETTLEMENT

(A) If Duty to Defend Defense is selected in Item 4(F) of the D&O portion of the Declarations, then:

(1) the Company shall have the right and duty to defend any **Matter** covered by this Coverage Part, including the right to select defense counsel from the current list of approved defense firms for the jurisdiction in which such **Matter** is pending;

(2) coverage shall apply even if any of the allegations are groundless, false or fraudulent; and

(3) the Company's obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Matter** shall cease upon exhaustion of the applicable Limit of Liability or Sublimit.

(B) If Reimbursement Defense is selected in Item 4(F) of the D&O portion of the Declarations, or, if the **Insured** has the duty to defend or exercises any legal right to appoint counsel for the defense of a **Matter** covered by this Coverage Part, then:

(1) the **Insured** shall have the sole duty to defend **Matters** made against the **Insured**, including the right to select defense counsel, subject to the Company's approval which shall not be unreasonably withheld;

(2) the **Insured** agrees that: (a) defense counsel shall adhere in all respects to the Company's Litigation Management Guidelines; and (b) **Defense Costs** shall not include any costs, charges, fees or expenses: (i) that are not billed in accordance with the hourly rates agreed to between the **Insured** and the Company; (ii) that do not adhere in all respects to the Company's Litigation Management Guidelines; (iii) related to travel incurred by any firm while traveling to, from or within any state in which such firm does not maintain an office; and (iv) incurred by or through the use of local counsel. The Company shall not be liable for any such **Defense Costs** unless incurred with the Company's written consent, which shall not be unreasonably withheld; and

(3) the Company shall advance covered **Defense Costs** on a current basis on account of a **Matter** reported pursuant to Section V, Reporting, on a current basis, but no later than sixty (60) days after receipt by the Company of bills or invoices detailing such **Defense Costs** and all other information reasonably requested by the Company with respect to such bills or invoices, until such time the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations or any applicable Sublimit has been exhausted, whichever first occurs. Any advancement of **Defense Costs** shall reduce the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations or any applicable Sublimit.

(C) With respect to Subsections (A) and (B) above:

(1) the **Insured** agrees not to settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Matter** without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not consented;

(2) the **Insured** agrees, with respect to a **Matter**, to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agrees that the **Insured** shall not do anything that could prejudice the Company's position or its potential or actual rights of recovery; provided that the failure of any **Insured** to give the Company such information, assistance or cooperation shall not impair the rights of any other **Insured Person** under this Coverage Part;

(3) in the event an **Organization** refuses in writing, or fails within sixty (60) days of an **Insured Person's** written request for indemnification, to advance, pay or indemnify an **Insured Person** for **Defense Costs** on account of a **Matter** reported pursuant to Section V, Reporting, the Company shall pay or advance covered **Defense Costs** on a current basis until such time that the **Organization** accepts an **Insured Person's** request for indemnification or the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations or applicable Sublimit has been exhausted, whichever first occurs; and

(4) any payment or advancement of **Defense Costs** shall be repaid to the Company by the **Insureds**, severally according to their respective interests, if and to the extent it is determined that such **Defense Costs** are not insured under this Coverage Part; provided the Company shall not seek repayment from an **Insured** of any **Defense Costs** paid or advanced by the Company that are deemed uninsured pursuant to Exclusion (A)(8), Conduct, unless a final, non-appealable adjudication has occurred.

VII. ALLOCATION

(A) Except as provided in Subsection (B) below, if an **Insured** who is afforded coverage for a **Matter** incurs an amount consisting of both **Loss** that is covered by this Coverage Part and any amount that is not covered by this Coverage Part, then:

(1) one hundred percent (100%) of **Defense Costs** incurred by such **Insured** on account of such **Matter** shall be covered **Loss**; and

(2) with respect to loss other than **Defense Costs**, the **Insureds** and the Company shall use their best efforts to determine an allocation between **Loss** that is covered and any amount that is not covered based on the relative legal and financial exposures of the covered parties to the covered matters.

(B) Notwithstanding anything in (A) above, the **Insureds** and the Company shall use their best efforts to determine an allocation between **Loss** that is covered and any amount that is not covered based on the relative legal and financial exposures of the covered parties to the covered matters, if:

(1) Reimbursement Defense is selected in Item (F) of the D&O portion of the Declarations;

(2) the **Insured** has the duty to defend or exercises any legal right to appoint counsel for the defense of a **Matter** covered by this Coverage Part; or

(3) coverage with respect to any **Insured** is excluded, in whole or in part, pursuant to Subsection XII(C), Representations and Severability of the General Terms and Conditions.

VIII. OTHER INSURANCE

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

(B) This Coverage Part shall be specifically excess of, and shall not contribute with, any valid and collectible insurance for privacy, network security or cyber liability, or professional liability, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

(C) The Additional Limit of Liability Dedicated For **Executives** set forth in Coverage Extension (C) shall be excess of any insurance available that is specifically excess to this Coverage Part and such excess insurance must be completely exhausted by payment of loss, damages or defense costs thereunder before the Company shall have any obligation to make any payment.

(D) Any coverage afforded under this Coverage Part for a **Matter** in connection with an **Insured Person** serving in an **Outside Capacity** for an **Outside Entity** shall be specifically excess of any indemnity (other than any indemnity provided by an **Organization**) and insurance available to such **Insured Person** by reason of serving in such **Outside Capacity**. Notwithstanding the foregoing, if the Company or any subsidiary or affiliate of Chubb Limited ("Chubb") makes payment under another coverage part or policy on account of such **Matter**, the applicable Limit of Liability for this Coverage Part with respect to such **Matte**r shall be reduced by the amount of such payment.

OHIO AMENDATORY ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		15
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that this Coverage Part is amended as follows:

1. Subsection (C) of the definition of **Loss** set forth in Section III, Definitions, is deleted and replaced with the following:

   (C) punitive, exemplary or multiplied damages, if and to the extent that (i) such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages, provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Matter** giving rise to such damages, and (ii); such **Matter** is brought in a federal or state court other than an Ohio court;

2. Subsection (C) in Section VI, Defense and Settlement, is amended as follows:

   (A) The word "and" is deleted from the end of Paragraph (2);

   (B) The word "and" is added to the end of Paragraph (3); and

   (C) The following Paragraph (4) is added to the end thereof:

   (4) The Company shall give the **Parent Organization,** within forty-five (45) days of a written request by the **Parent Organization**, a summary of all **Matters** of which, during the **Policy Period**, the Company has received notice under this Policy, as well as a statement of **Loss**, if any, paid by the Company in connection therewith as of the date of such summary.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Ohio.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB

GOVERNMENTAL/REGULATORY EXCLUSION ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		16
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that the Company shall not be liable under the Directors & Officers and Entity Liability Coverage Part for **Loss** on account of any **Matter** made by or on behalf of, for the benefit of, or in the name or right of, the United States or any federal, state, or local governmental, regulatory or administrative agency or entity, including but not limited to any proceeding by a relator in a qui tam action.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

SPECIFIC ENTITY EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			17
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that the Company shall not be liable under the Directors & Officers and Entity Liability Coverage Part for **Loss** on account of any **Matter**:

(A) made against: (i) DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD; (ii) any subsidiary thereof; or (iii) any past, present or future director, officer, trustee, duly constituted committee member, employee, volunteer, member, or securityholder of any entity set forth in (i) or (ii);

(B) brought or maintained by or on behalf of: (i) DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD; (ii) any subsidiary thereof; or (iii) any past, present or future director, officer, trustee, duly constituted committee member, employee, volunteer, independent contractor, member, or securityholder of any entity set forth in (i) or (ii); or

(C) based upon, arising from, or in consequence of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty committed, attempted, or allegedly committed or attempted by: (i) DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD (ii) any subsidiary thereof: or (iii) any past, present or future director, officer, trustee, duly constituted committee member, employee or volunteer of any entity set forth in (i) or (ii).

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

SEXUAL BEHAVIOR EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			18
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that:

1. The Company shall not be liable under the Directors & Officers and Entity Liability Coverage Part for **Loss** on account of any **Matter** based upon, arising from or in consequence of **Sexual Behavior** (as defined below).
2. For purposes of this Endorsement, "**Sexual Behavior**" means any verbal or non-verbal act, behavior, conduct, communication, expression or contact that involves sexual abuse, assault or battery; molestation; discrimination; intimidation; harassment; or lewdness.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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EMPLOYED LAWYERS ENDORSEMENT

Named Insured				Endorsement Number
DEL-MOR DWELLINGS CORP.				19
Policy Number	Policy Period			Effective Date of Endorsement
J06603774	07-01-2025	to	07-01-2026	July 1, 2025
Issued By				
Federal Insurance Company				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that the Directors & Officers and Entity Liability Coverage Part is amended as follows:

1. Section III, Definitions, is amended to add the following:

   Employed Lawyer means any **Insured Person** of an **Organization** who is admitted to practice law and who is or was employed as a lawyer for, and salaried by, such **Organization**.

   Employed Lawyer Wrongful Act means act, error or omission committed, attempted, or allegedly committed or attempted by an **Employed Lawyer** in the rendering of, or failure to render, professional legal services to an **Organization** while in his or her capacity as a lawyer for such **Organization**.

2. The definition of **Wrongful Act** in Section III, Definitions, is amended to include an **Employed Lawyer Wrongful Act**.

3. The Company shall not be liable under this Coverage Part for **Loss** on account of any **Matter**:

   (A) based upon, arising from or in consequence of any act, error or omission in connection with any activities by an **Employed Lawyer** which are:

   (i) not related to such **Employed Lawyer's** employment with an **Organization**;

   (ii) not rendered to an **Organization**; or

   (iii) performed by an **Employed Lawyer** for others for a fee;

   (B) based upon, arising from or in consequence of any **Employed Lawyer Wrongful Act** while the **Employed Lawyer** was not employed as a lawyer by an **Organization**; or

   (C) based upon, arising from or in consequence of any activities by an **Employed Lawyer** as a director or officer of any entity, other than an **Organization**.

4. The Company's maximum aggregate Limit of Liability for all **Loss** on account of any **Matter** for an **Employed Lawyer Wrongful Act** shall be $1,000,000, which amount shall be part of, and not in addition to, the Company's Maximum Aggregate Limit of Liability for this Coverage Part set forth in Item 4(A) of the D&O portion of the Declarations.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

CRISIS MANAGEMENT EXPENSE COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			20
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that the Directors & Officers and Entity Liability Coverage Part is amended as follows:

1. Section II, Coverage Extensions, is amended to add the following:

   Crisis Management Expense Coverage

   The Company shall pay, on behalf of an **Organization**, **Crisis Management Expenses** which the **Organization** becomes legally obligated to pay on account of a **Crisis Management Event** occurring during the **Policy Period**; provided that the Company's Maximum Aggregate Limit of Liability for all **Crisis Management Expenses** shall not exceed $50,000, which amount is part of, and not in addition to, the Company's Aggregate Limit of Liability as set forth in Item 4(A) of the D&O portion of the Declarations. No Retention shall apply to **Crisis Management Expenses** under this Coverage Extension.

2. Any **Insured** shall, as a condition precedent to exercising their rights under the Crisis Management Expense Coverage Extension, give to the Company written notice as soon as practicable of the **Crisis Management Event**, but in no event later than thirty (30) days after the commencement of such **Crisis Management Event**.

3. Section III, Definitions, is amended to add the following terms:

   Adverse Publicity means the publication of unfavorable information regarding an **Organization** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of such **Organization**. Such publication must occur in a report about an **Insured** appearing in: (1) a daily newspaper of general circulation or (2) a radio or television news program.

   Crisis Management Expenses means the following reasonable expenses, incurred with the Company's prior written consent:

   (1) expenses incurred by a marketing firm, public relations firm, law firm or crisis management firm retained on behalf of the **Organization** to make a public communication or provide advice in order to prevent or minimize business disruption with respect to a **Crisis Management Event**;

   (2) expenses incurred by an **Organization** for the publication or circulation of materials in connection with a **Crisis Management Event**; or

   (3) travel expenses incurred by an **Insured Person** in connection with a **Crisis Management Event**

   Crisis Management Event means any of the following events which results in **Adverse Publicity**:

   (1) the unanticipated death, incapacity, resignation or federal or state criminal indictment of the chief executive officer or chief financial officer of an **Organization**

   (2) the intention to file or the actual filing for bankruptcy protection, whether voluntary or involuntary, by an **Organization**, or a third party on behalf of an **Organization**;

(3) the commencement or threat of litigation or other proceeding by any governmental or regulatory agency against an **Organization**;
(4) the unanticipated loss to an **Organization** arising from a product recall, a delay in production, loss of intellectual property rights (other than by expiration) or loss of a major customer or contract; or
(5) any other material event if such event is specifically added by written endorsement attached to this Coverage Part.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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ABSOLUTE PROFESSIONAL SERVICES/E&O (ALL INSURING CLAUSES) EXCLUSION ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		21
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that the Company shall not be liable under the Directors & Officers and Entity Liability Coverage Part for **Loss** on account of any **Matter** based upon, arising from, or in consequence of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted in connection with the rendering of, or failure to render, any professional services for others by an **Insured**.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

AMEND BI/PD EXCLUSION (DEFENSE COSTS CARVEBACK FOR ACCREDITATION) ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			22
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that:

1. Exclusion (A)(3), Bodily Injury/Property Damage, Company of the Directors & Officers and Entity Liability Coverage Part shall not apply to any **Defense Costs** on account of any **BIPD Accreditation Matter** (as defined below) in an aggregate amount not to exceed $1,000,000, which amount shall be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 4(A) in the D&O portion of the Declarations.
2. For purposes of this endorsement, **BIPD Accreditation Matter** means any **Matter** alleging bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any person based upon, arising from or in consequence of the rendering of or failure to render any accreditation, certification, credentialing, professional assessment, peer review, self-regulations, program sponsoring, or standard-setting activities.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

MEDICAL PROVIDER PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		23
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that:

1. The Company shall not be liable under the Directors & Officers and Entity Liability Coverage Part for **Loss** on account of any **Matter** based upon, arising from, or in consequence of the rendering of, or failure to render any **Provider Professional Services** (as defined below).

2. For purposes of this endorsement, the following terms shall apply:

   Medical Provider Professional Services means any services performed in connection with an **Insured's** business as a provider of medical services, including but not limited to:

   (a) providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;

   (b) furnishing or dispensing drugs or medical, dental or surgical supplies or appliances, if the injury occurs after the Insured has relinquished possession thereof to others;

   (c) handling, arranging or performing post-mortem examinations on human bodies;

   (d) providing veterinary services;

   (e) providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of an **Insured**, a hospital or a professional society;

   (f) providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of an **Insured**, hospital or professional society; or

   (g) providing any advice by the **Insureds** in connection with any of the foregoing.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB

AMEND ERISA EXCLUSION (PLAN SPONSORED BY ORGANIZATION) ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			24
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that Exclusion (A)(5), ERISA, of the Directors & Officers and Entity Liability Coverage Part is deleted and replaced with the following:

(5) ERISA

for any violation of the responsibilities, obligations or duties imposed by Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, and the Health Insurance Portability and Accountability Act of 1996), all as amended, or any similar **Global Law**, with regard to a plan sponsored by an **Organization**;

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

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

CHUBB®

DEVELOPMENT/CONSTRUCTION EXCLUSION ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		25
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that the Company shall not be liable under the Directors & Officers and Entity Liability Coverage Part for **Loss** on account of any **Matter** based upon, arising from, or in consequence of:

(a) the development, planning or landscaping of any real property (including any landscaping design, site planning and soil, water, environmental or other testing with respect to any such development, planning or landscaping);

(b) the exercise of any development rights with respect to any real property;

(c) any actual or alleged violation of any **Global Law** with respect to the environment or environmental conservation, in connection with any development, planning or landscaping of real property; or

(d) the design, construction, renovation or rehabilitation of any building, structure or other improvement on any real property.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMENDED SUBLIMITS FOR MEMBER INQUIRY COVERAGE ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		26
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that:

1. The Sublimit for **Member Inquiry** Coverage set forth in Item 4(A)(1) of the D&O portion of the Declarations is deleted and replaced with the following:

   (1) Sublimit for **Member Inquiry** Coverage: $500,000

2. The last sentence of Section II, Coverage Extensions, is deleted and replaced with the following:

   Member Inquiry Coverage, including Derivative Demand Investigation Coverage and Books and Records Request Coverage, set forth in Section II, Coverage Extensions, Subsection (A), Inquiry Coverages, Paragraph (1), Subparagraphs (a) and (b), shall be subject to a separate Sublimit of Liability, which amount is part of and not in addition to the Aggregate Limit of Liability set forth in the D&O portion of the Declarations and this Policy. Coverage Extensions (A)(2) and (A)(3) above shall be subject to any applicable Limit of Liability and Retention set forth in the D&O portion of the Declarations and this Policy.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND DEFINITION OF LOSS ENDORSEMENT

Named Insured				Endorsement Number
DEL-MOR DWELLINGS CORP.				27
Policy Number	Policy Period			Effective Date of Endorsement
J06603774	07-01-2025	to	07-01-2026	July 1, 2025
Issued By				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed the Directors & Officers and Entity Liability Coverage Part is amended as follows:

(1) Notwithstanding anything to the contrary contained in this Coverage Part, the term **Loss**, as defined in Section III, Definitions, is amended to include **Defense Costs** incurred by any **Insured** in contesting a **Matter** for the assessment of taxes, initial taxes, additional taxes, tax deficiencies, or penalties pursuant to the following sections of the Internal Revenue Code, 26 U.S.C. §§ 4911, 4940(a), 4941(a), 4941(b), 4942(a), 4942(b), 4943(a), 4943(b), 4944(a), 4944(b), 4945(a), 4945(b), 4955(a), 4955(b), 6652(c)(1)(A), 6652(c)(1)(B), 6655(a)1, 6656(a) or 6656(b).

(2) It is understood and agreed that no coverage will be available under this Coverage Part for:

(a) **Defense Costs** incurred by any **Insured** in contesting a **Matter** for the assessment of any tax penalty pursuant to any section of the Internal Revenue Code other than those specified in paragraph (1) above; or

(b) **Loss** which constitutes damages (including punitive or exemplary damages), judgments, settlements, pre-judgment interest, post-judgment interest on account of any **Matter** for the assessment of taxes, initial taxes, additional taxes, tax deficiencies, or penalties pursuant to any section of the Internal Revenue Code specified in paragraph (1) above, or the payment of any taxes, initial taxes, additional taxes, tax deficiencies, or penalties assessed pursuant to any such section of the Internal Revenue Code.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND BODILY INJURY/PROPERTY DAMAGE EXCLUSION (CORPORATE MANSLAUGHTER) ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			28
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that Exclusion (A)(3), Bodily Injury/Property Damage, of the Directors & Officers and Entity Liability Coverage shall also not apply to **Defense Costs** on account of a criminal proceeding for manslaughter (or any similar offense).

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND POLLUTION EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			29
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part

In consideration of the premium charged, it is agreed that Exclusion IV(A)(4), Pollution, of the Directors & Officers and Entity Liability Coverage Part is amended by deleting the phrase "based upon, arising from or in consequence of" and replacing it with the word "for".

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND PRIOR NOTICE EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			30
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that Exclusion IV(A)(1), Prior Notice, of the Directors & Officers and Entity Liability Coverage Part is deleted and replaced with the following:

(1) Prior Notice

based upon, arising from or in consequence of any **Wrongful Act**, fact, circumstance or **Matter** that was the subject of any notice accepted under any prior directors and officers liability coverage;

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CORPORATE HOMICIDE INVESTIGATION COSTS COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			31
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that the Directors & Officers and Entity Liability Coverage Part is amended as follows:

(1) Section II, Coverage Extensions, is amended to add the following:

Corporate Homicide Investigation Costs

The Company shall pay, on behalf of a **Private UK Company**, **Corporate Homicide Investigation Costs** incurred by the **Private UK Company** as a result of the commencement and notice of a **Corporate Homicide Investigation** first received by the **Private UK Company** during the **Policy Period**, in an aggregate amount not to exceed $100,000, which amount is part of, and not in addition to, the Maximum Aggregate Limit of Liability set forth in Item 4(A)of the D&O portion of the Declarations and the same Retention set forth in Item 4(D) of the D&O portion of the Declarations shall apply to such amount.

(2) Section III, Definitions, is amended as follows:

(A) The definition of **Inquiry** is amended to add the following:

Inquiry shall also include a **Corporate Homicide Investigation**.

(B) The following is added:

Corporate Homicide Investigation means a criminal investigation under the Corporate Manslaughter and Corporate Homicide Act, United Kingdom Statutes 2007, c. 19, sec. 1 et seq., ("Act") against a **Private UK Company**, commenced by the service upon or other receipt by such **Private UK Company** of a written notice or subpoena from the investigating authority of the United Kingdom identifying such **Private UK Company** as an entity whom a criminal proceeding under the Act may be commenced.

Corporate Homicide Investigation Costs means:

(i) **Defense Costs** incurred by a **Private UK Company** in defending a **Corporate Homicide Investigation**; and

(ii) **Corporate Homicide Investigation Public Relation Expenses**,

provided **Corporate Homicide Investigation Costs** shall not include any amounts incurred for compliance with a Publicity Order pursuant to Section 10 of the Act.

Corporate Homicide Investigation Public Relation Expenses means the reasonable fees and related expenses of a public relations firm or consultant, crisis management firm or law firm, which the **Private UK Company** may, in the reasonable exercise of its discretion, engage with the written consent of the Company, not to be unreasonably withheld or delayed, in order to prevent or limit adverse effects or negative publicity which it is anticipated may arise from a **Corporate Homicide Investigation**.

Private UK Company means a **Subsidiary** of the **Parent Organization**, where such **Subsidiary** (A) is organized under the laws of the United Kingdom, and (B) is comprised of securities that have not been the subject of a public offering, solicitation, sale, distribution or issuance, and are not publicly traded.

(3) Exclusion (A)(3), Bodily Injury/Property Damage, of the Directors & Officers and Entity Liability Coverage Part, or any amendments of Exclusion (A)(3) by endorsement to this Policy, shall not apply to any **Corporate Homicide Investigation.**

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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AMEND DEFINITION OF EXECUTIVE – SHADOW DIRECTOR

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			32
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that the definition of **Executive** in Section III, Definitions of the Directors & Officers and Entity Liability Coverage Part, is amended to add the following:

> **Executive** also means any a natural person meeting the definition of shadow director in Section 251 of the United Kingdom Companies Act 2006 or in similar legal provisions in any other jurisdiction but only if such **Organization** has indemnified such natural person as any director or officer of an **Organization**, to the fullest extent permitted by: (1) any **Global Law**; or (2) any contract or agreement providing an indemnification obligation exceeding such law.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Part, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

Insuring Clause (A): Employment Practices Liability Coverage

(A) The Company shall pay, on behalf of an **Insured**, **Loss** on account of an **Employment Claim** first made against the **Insured** during the **Policy Period**.

Insuring Clause (B): Third Party Liability Coverage

(B) The Company shall pay, on behalf of an **Insured**, **Loss** on account of a **Third Party Claim** first made against the **Insured** during the **Policy Period**.

II. COVERAGE EXTENSIONS

(A) **Written Request to Toll or Waive a Statute of Limitation Coverage**

The Company shall pay, on behalf of an **Insured**, **Defense Costs** incurred solely by such **Insured** in responding to a written request to toll or waive a statute of limitations, first made during the **Policy Period**, applicable to a potential **Claim**.

(B) **Early Engagement Expense Coverage**

In the event of any **Pre-Matter Expense**, **Pre-Tender Expense** or **Early Settlement Opportunity**, an aggregate amount not to exceed the lesser of: (1) $25,000; or (2) fifty percent (50%) of the applicable Retention, shall qualify as **Loss** solely for the purpose of exhaustion of the applicable Retention. Once the applicable Retention has been exhausted, any **Pre-Matter Expense** or **Pre-Tender Expense** shall no longer qualify as covered **Loss** under this Coverage Part.

Coverage provided herein shall not be deemed to waive the Company's rights hereunder or limit the **Insured's** right to receive coverage for **Loss** incurred following the reporting of a **Matter**.

Coverage Extension (A) above shall be subject to any applicable Limit of Liability, Sublimit and Retention set forth in the EPL portion of the Declarations and this Policy.

III. DEFINITIONS

For purposes of this Coverage Part:

Benefits means perquisites, fringe benefits, deferred compensation or payments (including insurance premiums) in connection with an employee benefit plan and any other payment to or for the benefit of an employee arising out of the employment relationship. **Benefits** shall not include salary, wages, commissions, bonuses, **Stock Benefits** or non-deferred cash incentive compensation.

Breach of Employment Contract means any breach of any oral, written or implied contract or contractual obligation including any contract or contractual obligation arising out of any personnel manual, employee handbook, policy statement or other representation.

Claim means any **Employment Claim** and any **Third Party Claim**.

Control Group means the chief executive officer, executive director, president, in-house general counsel, head of human resources, risk manager or any person with the responsibility for the management of insurance claims (or any equivalent position to any of the foregoing) of an **Organization**.

Defense Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including attorneys' fees, experts' fees and the cost of **E-Discovery Specialist Services**) and expenses (other than regular or overtime wages, salaries, fees or benefits of **Insured Persons**) incurred in:

(A) investigating, defending, opposing or appealing any **Claim**, and the premium for appeal, attachment or similar bonds; or

(B) responding to a written request to toll or waive the statute of limitations.

Early Settlement Opportunity means any settlement recommended by the Company within the Limit of Liability set forth in Item 4(A) of the EPL portion of the Declarations which is agreed to by the claimant where: (A) the **Insureds** consent to such settlement within thirty (30) days of the date the **Insureds** are first made aware of the opportunity to settle; (B) such consent occurs within the first ninety (90) days after the **Matter** is first reported to the Company; and (C) such **Matter** is reported to the Company within the first thirty (30) days after it is made. The **Insured** agrees not to settle or offer to settle any **Claim** or otherwise assume any contractual obligation or admit any liability with respect to any **Matter** without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement assumed obligation or admission to which it has not consented.

E-Discovery means the review, development, collection, cataloging and/or production of electronically stored information in connection with the defense of a **Matter**.

E-Discovery Specialist Services means only the following services performed by an **E-Specialist Firm**:

(A) assisting the **Insured** with managing and minimizing the internal and external costs associated with **E- Discovery**;

(B) assisting the **Insured** in developing or formulating an **E-Discovery** strategy which shall include interviewing qualified and cost-effective **E-Discovery** vendors;

(C) serving as project manager, advisor or consultant to the **Insured**, defense counsel, and the Company in executing and monitoring the **E-Discovery** strategy; and

(D) such other services provided by the **E-Specialist Firm** that the **Insured**, Company, and **E-Specialist Firm** agree are reasonable and necessary given the circumstances of the **Matter**.

E-Specialist Firm means any e-discovery consultant firm approved by the Company**.**

Employee means any natural person whose labor or service was, is or will be engaged and directed by an **Organization**, including a part-time, seasonal, leased and temporary employee, intern or volunteer. **Employee** shall not include any **Independent Contractor**.

Employment Claim means:

(A) any:

(1) written demand (other than a written request to toll or waive a statute of limitations, subpoena or other investigatory instrument):

(a) for monetary or non-monetary (including injunctive) relief; or

(b) for an arbitration proceeding pursuant to an employment contract, policy or practice of an **Organization**, or any other external alternative dispute resolution proceeding,

commenced by first receipt of such demand by an **Insured**;

(2) proceeding, including any appeal therefrom, commenced by:

(a) the service of a civil complaint or similar pleading, or any foreign equivalent thereof; or

(b) the return of an indictment, information or any foreign equivalent thereof; or

(3) administrative, regulatory or tribunal proceeding, including any appeal therefrom, commenced by:

(a) the issuance of a notice of charges, formal investigative order or foreign equivalent thereof; or

(b) in the event an **Insured** is not issued notice as set forth in Subparagraph (3)(a) above, the receipt by an **Insured** of the charge, formal investigative order or foreign equivalent thereof; or

(B) in the context of an audit conducted by the Office of Federal Contract Compliance Programs, a Notice of Violation or Order to Show Cause or written demand for monetary relief or injunctive relief, commenced by the receipt by an **Insured** of such notice, order or written demand,

which is brought and maintained by or on behalf of a past, present or prospective employee, an applicant for employment, intern, volunteer or an independent contractor of an **Organization** against an **Insured** for an **Employment Practices Wrongful Act**.

Notwithstanding the foregoing, **Employment Claim** shall not include any labor or grievance proceeding, arbitration proceeding or any other proceeding pursuant to a collective bargaining agreement.

Employment Discrimination means any violation of employment discrimination laws or discrimination based upon a **Protected Status**.

Employment Harassment means any workplace harassment (including bullying) of a sexual or non-sexual nature that interferes with performance or creates an abusive, intimidating, hostile or offensive working environment within an **Organization**, even if not perpetrated by an **Insured Person**.

Employment Practices Wrongful Act means any actual or alleged:

(A) **Breach of Employment Contract**;

(B) **Employment Discrimination**;

(C) **Employment Harassment**;

(D) **Retaliation**;

(E) **Workplace Tort**;

(F) **Wrongful Employment Decision**;

(G) **Wrongful Termination**; or

(H) act described in Subsections (A) through (G) above that occurs via social media or social networking;

committed, attempted, or allegedly committed or attempted by an **Organization**, or by an **Insured Person** while acting in his or her capacity as such.

Executive means any natural person who was, now is or shall become:

(A) a duly elected or appointed director, officer, manager, or member of the Board of Managers, the Advisory Board or any duly constituted committee, or the in-house general counsel of any **Organization** incorporated, formed or organized in the United States of America; or

(B) a holder of an equivalent position to those described in Subsection (A) above in any **Organization** incorporated, formed or organized in a **Foreign Jurisdiction**.

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

(A) the appointment by a federal or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar party (including a creditors' committee, if applicable) or foreign equivalent thereof empowered to initiate the assumption of control, supervision, management or liquidation such **Organization**; or

(B) such **Organization** becoming a debtor in possession under United States bankruptcy law or the equivalent of a debtor in possession under the law of any **Foreign Jurisdiction**.

Independent Contractor means any natural person working for an **Organization** in the capacity of an independent contractor and pursuant to an **Independent Contractor Services Agreement**.

Independent Contractor Services Agreement means any written contract or agreement between an **Independent Contractor**, or any entity on behalf of such **Independent Contractor**, and an **Organization**, governing the nature of the **Organization's** engagement of such **Independent Contractor**.

Insured means any **Organization** and any **Insured Person**.

Insured Person means any:

(A) **Executive**;

(B) **Employee**; or

(C) **Independent Contractor** working for an **Organization**, but only while acting in his or her capacity as such and only if the **Organization** agrees in writing, prior to or no later than thirty (30) days after a **Matter** is reported to the Company, to indemnify the **Independent Contractor** for liability arising out of such **Matter**.

Loss means the amount which an **Insured** becomes legally obligated to pay as a result of any **Matter**, including:

(A) **Defense Costs**, compensatory damages, judgments, including pre-judgment and post-judgment interest;

(B) settlements, including that portion of any settlement which represents claimant's attorney's fees;

(C) punitive, exemplary or multiplied damages, if and to the extent such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages, provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Matter** giving rise to such damages;

(D) liquidated damages awarded pursuant to the Age Discrimination in Employment Act, Family and Medical Leave Act or Equal Pay Act; and

(E) back pay or front pay;

provided that **Loss** does not include any portion of such amount that constitutes any:

(1) cost incurred by any **Insured** to comply with any order for non-monetary (including injunctive) relief or to comply with an agreement to provide such relief, or cost associated with providing any accommodation for persons with disabilities or any other status which is protected under any applicable **Global Law**, including the Americans with Disabilities Act and the Civil Rights Act of 1964, all as amended;

(2) amount uninsurable under the law pursuant to which this Coverage Part is construed;

(3) taxes, fines or penalties, except as provided in (C) and (D) above;

(4) **Pre-Matter Expense** or **Pre-Tender Expense**, except as provided under the Early Engagement Expense Coverage set forth in Section II(B) of this Coverage Part;

(5) future salary, wages, commissions or **Benefits** of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement, order or other resolution of any **Matter**;

(6) salary, wages, commissions, **Benefits** or other monetary payments which constitute a severance payment or obligation payable upon termination of employment or payments pursuant to a notice period;

(7) **Benefits** due or to become due or the equivalent value of such **Benefits**, except with respect to any **Employment Claim** for **Wrongful Termination**;

(8) **Stock Benefits** or any amounts based on or compensating for any alleged denial, deprivation, or future expectation of any right to **Stock Benefits**; or

(9) amounts owed under any:

(a) written employment contract; or

(b) **Independent Contractor Services Agreement**;

except to the extent an **Insured** would have been liable for such **Loss** in the absence of such written employment contract or **Independent Contractor Services Agreement**.

Mass or Class Action means any **Matter** brought or maintained:

(A) by or on behalf of five or more natural persons who are acting in concert, whether or not such natural persons are represented by one or more legal counsel;

(B) by or on behalf of one to four natural persons if any of such natural persons are making a pattern and practice or systemic discrimination allegation and are seeking monetary relief on behalf of a class or group of complainants in order to resolve such **Matter**, whether or not such natural persons are represented by one or more legal counsel; or

(C) by a governmental entity, department or agency making a pattern and practice or systemic discrimination allegation or seeking monetary relief on behalf of a class or group of complainants in order to resolve such **Matter**.

Matter means any **Claim** or written request to toll or waive the statute of limitations. A written request to toll or waive a statute of limitations is commenced by first receipt by an **Insured** of such written request.

Potential Claim means a complaint or allegation of a **Wrongful Act** by or on behalf of a potential claimant if such complaint or allegation:

(A) does not constitute a **Matter** but may subsequently give rise to a **Matter**; and

(B) is communicated to:

(1) any supervisory employee having management-level responsibility for personnel matters with respect to such claimant; or

(2) any member of an **Organization's** human resources, general counsel or risk management departments, or any other comparable department.

Pre-Matter Expense means reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, or benefits of **Insured Persons**) incurred in investigating, defending, opposing or appealing a **Potential Claim** if such **Potential Claim** has been reported under Subsection (D) of Section V, Reporting, and a **Matter** subsequently arises out of such **Potential Claim**.

Pre-Tender Expense means reasonable costs, charges, fees (including attorneys' fees and experts' fees), and expenses (other than regular or overtime wages, salaries, fees or benefits of **Insured Persons**) incurred in investigating, defending, opposing or appealing any **Matter** before such **Matter** has been reported under Subsections (A) or (B) of Section V, Reporting.

Protected Status means a natural person's race, color, religion, creed, genetic information, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference or other status that is protected pursuant to any **Global Law**, as well as such natural person's Vietnam Era Veteran or other military status, political affiliation, or gender identity or expression.

Retaliation means retaliatory treatment against an **Employee** or **Independent Contractor** of an **Organization** on account of such individual:

(A) exercising his or her rights under law, refusing to violate any law or opposing any unlawful practice;

(B) having assisted or testified in or cooperated with a proceeding or investigation (including any internal investigation conducted by an **Organization's** human resources department or legal department) regarding alleged violations of law by an **Insured**;

(C) disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or

(D) filing any claim against an **Organization** under the Federal False Claims Act, Section 806 of the Sarbanes Oxley Act or any other whistleblower **Global Law**.

Stock Benefits means any:

(A) offering, plan or agreement between an **Organization** and any employee which grants stock, warrants, shares or stock options of the **Organization** to such employee, including grants of stock options, restricted stock, stock warrants, performance stock shares, membership shares or any other compensation or incentive granted in the form of securities of the **Organization**; or

(B) payment or instrument, the amount or value of which is derived from the value of securities of the **Organization**, including stock appreciation rights or phantom stock plans or arrangements;

provided that **Stock Benefits** shall not include amounts claimed under any employee stock ownership plans or employee stock purchase plans.

Third Party means any natural person who is not a past, present or prospective employee, applicant for employment, intern, volunteer or independent contractor of an **Organization**, or a group of such natural persons.

Third Party Claim means any:

(A) written demand (other than a written request to toll or waive a statute of limitations, subpoena or other investigatory instrument):

(1) for monetary or non-monetary (including injunctive) relief; or

(2) for arbitration, mediation or other equivalent alternative dispute resolution proceeding,

commenced by the first receipt of such demand by an **Insured**;

(B) proceeding, including any appeal therefrom, commenced by the service of a civil complaint or similar pleading, or any foreign equivalent thereof; or

(C) administrative, regulatory or tribunal proceeding, including any appeal therefrom, commenced by the service of a notice of charges, formal investigative order, or foreign equivalent thereof;

which is brought and maintained by or on behalf of a **Third Party** against an **Insured** for a **Third Party Wrongful Act**, including any appeal therefrom.

Third Party Wrongful Act means any actual or alleged:

(A) discrimination against a **Third Party** based upon such **Third Party's Protected Status**;

(B) harassment, including sexual harassment, unwelcome sexual advances or requests for sexual favors against a **Third Party**; or

(C) act described in Subsections (A) or (B) above that occurs via social media or social networking,

committed, attempted, or allegedly committed or attempted by an **Organization**, or by an **Insured Person** while acting in his or her capacity as such.

Workplace Tort means any:

(A) employment-related:

(1) misrepresentation (including any inducement to become or remain employed based upon an erroneous job description);

(2) defamation (including libel and slander) or disparagement;

(3) invasion of privacy (including the unauthorized use or disclosure of an **Employee's** (a) medical information in violation of the Health Insurance Portability and Accountability Act; (b) credit information or related information in violation of the Fair Credit Reporting Act; or (c) other information obtained through an employment-related background check);

(4) negligent evaluation;

(5) wrongful discipline;

(6) wrongful deprivation of career opportunity;

(7) violation of the Family Medical Leave Act or any similar **Global Law**; or

(8) violation of the Uniformed Services Employment and Reemployment Rights Act of 1994; or

(B) employment-related:

(1) negligent retention, supervision, or hiring;

(2) denial of or negligent training;

(3) wrongful infliction of emotional distress, mental anguish or humiliation;

(4) failure to provide or enforce consistent employment-related corporate policies and procedures; or

(5) false imprisonment, malicious prosecution or false arrest;

but only when alleged as part of an **Employment Claim** for any **Wrongful Employment Decision**, **Breach of Employment Contract**, **Employment Discrimination**, **Employment Harassment**, **Retaliation**, **Wrongful Termination**, or any act set forth in Subsection (A) of this definition.

Wrongful Act means an **Employment Practices Wrongful Act** or **Third Party Wrongful Act**.

Wrongful Employment Decision means any wrongful demotion, denial of tenure, or failure or refusal to hire or promote, failure to employ, wrongful reassignment or wrongful or negligent employee reference. **Wrongful Employment Decision** does not include **Breach of Employment Contract**.

Wrongful Termination means any wrongful termination, dismissal or discharge of employment, including constructive termination, dismissal or discharge.

IV. EXCLUSIONS

The Company shall not be liable for **Loss** on account of any **Matter**:

(A) Prior Notice

based upon, arising from or in consequence of any **Wrongful Act**, fact, circumstance or **Matter** that was the subject of any notice accepted under any prior employment practices liability coverage;

(B) Pending or Prior Proceedings

based upon, arising from or in consequence of any written demand first received by, or action, proceeding, **Matter**, or **Matter** that is **Related**, commenced against any **Insured** on or prior to the applicable Pending or Prior Proceedings Date set forth in Item (D) of the EPL portion of the Declarations;

(C) Bodily Injury/Property Damage

for bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property, including the loss of use thereof, whether or not it is damaged or destroyed; provided that this Exclusion (C) shall not apply to **Loss** for any mental anguish, humiliation or emotional distress; or

(D) Statutory/Common Law

for any violation of the responsibilities, obligations or duties imposed by any **Global Law**, that governs:

(1) workers compensation, unemployment insurance, social security or disability benefits;

(2) any employee benefit arrangement, program, policy, plan or scheme of any type (whether or not legally required or whether provided during or subsequent to employment with an **Organization**), including the Employee Retirement Income Security Act (except Section 510 thereof) and the Consolidated Omnibus Budget Reconciliation Act;

(3) workplace safety and health, as well as any obligation to maintain a place of employment free from hazards likely to cause physical harm, injury or death, including the Occupational Safety and Health Act;

(4) wage, hour and payroll policies and practices or the calculation, recordkeeping, timing, manner or method of providing or payment of minimum wages, prevailing wage rates, overtime pay, business expenses, rest periods, break periods or other compensation alleged to be due and owing, including the Fair Labor Standards Act; provided that this Exclusion (D)(4) shall not apply to the Equal Pay Act;

(5) any obligation of an employer to notify, discuss or bargain with its employees or others in advance of any plant or facility closing, mass layoff or any similar obligation, including the Worker Adjustment and Retraining Notification Act; or

(6) rights or duties as set forth in Subparagraphs (a) through (e) below:

(a) the rights of employees to engage in, or to refrain from engaging in, union or other collective activities, including union organizing, union elections and other union activities;

(b) the duty or obligation of an employer to meet, discuss, notify or bargain with any employee or employee representative, collectively or otherwise;

(c) the right to enforce any collective bargaining agreement, including grievance and arbitration proceedings;

(d) the right to strikes, work stoppages, boycotts, picketing and lockouts; or

(e) any other similar rights or duties set forth in Subparagraphs (a) through above, including the National Labor Relations Act;

provided that this Exclusion (D) shall not apply to **Loss** on account of any **Employment Claim** for **Retaliation**.

V. REPORTING

(A) An **Insured** shall give to the Company written notice of any **Claim** as soon as practicable after the **Control Group** of an **Organization** becomes aware of such **Claim**, but in no event later than:

(1) if this Coverage Part expires (or is otherwise terminated) without being renewed with the Company, ninety (90) days after the effective date of such expiration or termination; or

(2) the expiration date of the Extended Reporting Period, if applicable;

provided that if the Company sends written notice to the **Parent Organization** stating that this Coverage Part is being terminated for nonpayment of premium, an **Insured** shall give to the Company written notice of such **Claim** prior to the effective date of such termination.

(B) The **Insureds**, at their discretion, may give to the Company written notice of any request to toll or waive the statute of limitations no later than ninety (90) days after the **Control Group** first becomes aware of such request. No coverage shall be available under this Coverage Part for **Loss** on account of any unreported request to toll or waive the statute of limitations.

(C) With respect to Subsections (A) and (B) above, such written notice to the Company shall be a condition precedent to coverage for any **Matter**. Provided, however, if the **Parent Organization** can prove to the Company's satisfaction that it was not reasonably possible for the **Insureds** to give such notice within the time periods set forth in Subsections (A) and (B) above and that subsequent notice was given as soon as reasonably possible thereafter, the Company shall waive the foregoing time period.

(D) If during the **Policy Period** an **Insured** gives written notice to the Company of a **Potential Claim** which could give rise to a subsequent **Matter**, then such **Matter** subsequently arising from such **Potential Claim** shall be deemed to have been first made during the **Policy Period** in which such written notice was first given by an **Insured** to the Company; provided any such subsequent **Matter** is reported to the Company as soon as practicable after the **Control Group** first becomes aware of such **Matter**.

(E) The **Insured** shall give to the Company in any written notice described above a description of the **Matter** or **Potential Claim**, the nature of any alleged **Wrongful Act**, the nature of the alleged or potential damage, and the names of all actual or potential claimants and defendants.

VI. DEFENSE AND SETTLEMENT

(A) If Duty to Defend Defense is selected in Item 4(E) of the EPL portion of the Declarations, then:

(1) the Company shall have the right and duty to defend any **Matter** covered by this Coverage Part, including the right to select defense counsel from the current list of approved employment defense firms for the jurisdiction in which such **Matter** is pending;

(2) coverage shall apply even if any of the allegations are groundless, false or fraudulent; and

(3) the Company's obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Matter** shall cease upon exhaustion of the applicable Limit of Liability or Sublimit.

(B) If Reimbursement Defense is selected in the Item 4(E) of the EPL portion of the Declarations, or, if the **Insured** has the duty to defend or exercises any legal right to appoint counsel for the defense of a **Matter** covered by this Coverage Part, then:

(1) the **Insured** shall have the duty to defend **Matters** made against the **Insured**; including the right to select defense counsel, subject to the Company's approval which shall not be unreasonable withheld;

(2) the **Insured** agrees that: (a) defense counsel shall adhere in all respects to the Company's Litigation Management Guidelines; and (b) **Defense Costs** shall not include any costs, charges, fees or expenses: (i) that are not billed in accordance with the hourly rates agreed to between the Insured and the Company, (ii) that do not adhere in all respects to the Company's Litigation Management Guidelines; (iii) related to travel incurred by any firm while traveling to, from or within any state in which such firm does not maintain an office; and (iv) incurred by or through the use of local counsel. The Company shall not be liable for any such **Defense Costs** unless incurred with the Company's written consent, which shall not be unreasonably withheld; and

(3) the Company shall advance covered **Defense Costs** on a current basis on account of a **Matter** reported pursuant to Section V, Reporting, on a current basis, but no later than sixty (60) days after receipt by the Company of bills or invoices detailing such **Defense Costs** and all other information reasonably requested by the Company with respect to such bills or invoices, until such time the Limit of Liability set forth in Item 4(A) of the EPL portion of the Declarations or any applicable Sublimit has been exhausted, whichever first occurs. Any advancement of **Defense Costs** shall reduce the Limit of Liability set forth in Item 4(A) of the EPL portion of the Declarations or any applicable Sublimit.

(C) With respect to Subsections (A) and (B) above:

(1) the **Insured** agrees not to settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Matter** without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not consented;

(2) the **Insured** agrees, with respect to a **Matter**, to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agrees that the **Insured** shall not do anything that could prejudice the Company's position or its potential or actual rights of recovery; provided that the failure of any **Insured** to give the Company such information, assistance or cooperation shall not impair the rights of any other **Insured Person** under this Coverage Part; and

(3) any payment or advancement of **Defense Costs** shall be repaid to the Company by the **Insureds**, severally according to their respective interests, if and to the extent it is determined that such **Defense Costs** are not insured under this Coverage Part.

VII. ALLOCATION

(A) Except as provided in (B) below, if an **Insured** who is afforded coverage for a **Matter** incurs an amount consisting of both **Loss** that is covered by this Coverage Part and any amount that is not covered by this Coverage Part, then:

(1) one hundred percent (100%) of **Defense Costs** incurred by such **Insured** on account of such **Matter** shall be covered **Loss**; and

(2) with respect to loss other than **Defense Costs**, the **Insureds** and the Company shall use their best efforts to determine an allocation between **Loss** that is covered and any amount that is not covered based on the relative legal and financial exposures of the covered parties to the covered matters.

(B) Notwithstanding anything in (A) above, the **Insureds** and the Company shall use their best efforts to determine an allocation between **Loss** that is covered and any amount that is not covered based on the relative legal and financial exposures of the covered parties to the covered matters, if:

(1) Reimbursement Defense is selected in the EPL portion of the Declarations;

(2) the **Insured** has the duty to defend or exercises any legal right to appoint counsel for the defense of a **Matter** covered by this Coverage Part; or

(3) coverage with respect to any **Insured** is excluded, in whole or in part, pursuant to Exclusion (D)(4), or Subsection XII(C), Representations and Severability, of the General Terms and Conditions.

VIII. OTHER INSURANCE

Unless specifically stated otherwise, the coverage afforded under this Coverage Part for:

(A) **Employment Claims** shall be primary; provided that with respect to that portion of an **Employment Claim**:

(1) made against any leased or temporary employee or **Independent Contractor** and covered by any valid and collectible insurance policy; or

(2) covered by any valid and collectible: (a) insurance policy for employment practices liability for which any **Insured** is provided coverage on a codefendant basis; or (b) privacy, network security or cyber liability insurance policy,

this Coverage Part shall be excess of and shall not contribute with such other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this Coverage Part), regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise; and

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

OHIO AMENDATORY ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			33
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that the Employment Practices Liability Coverage Part is amended as follows:

1. Subsection (C) of the definition of **Loss** set forth in Section III, Definitions is deleted and replaced with the following:

   (C) punitive, exemplary or multiplied damages, if and to the extent that (i) such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages, provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Matter** giving rise to such damages; and (ii) such **Matter** is brought in a federal or state court other than an Ohio court;

2. Subsection (C) in Section VI, Defense and Settlement is amended as follows:

   (A) The word "and" is deleted from the end of Paragraph (2);

   (B) The word "and" is added to the end of Paragraph (3); and

   (C) The following Paragraph (4) is added to the end thereof:

   (4) The Company shall give the **Parent Organization,** within forty-five (45) days of a written request by the **Parent Organization**, a summary of all **Matters** of which, during the **Policy Period**, the Company has received notice under this Coverage Part, as well as a statement of **Loss**, if any, paid by the Company in connection therewith as of the date of such summary.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Ohio.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

SEX ABUSE EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			34
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that the Company shall not be liable under the Employment Practices Liability Coverage Part for **Loss** on account of any **Matter** based upon, arising from or in consequence of sexual abuse, sexual assault, or sexual battery.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

SEXUAL BEHAVIOR EXCLUSION FOR THIRD PARTY MATTERS ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			35
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that:

1. Notwithstanding anything to the contrary contained in the Employment Practices Liability Coverage Part, including but not limited to the definition of **Third Party Wrongful Act** set forth in Section III, Definitions, the Company shall not be liable under this Coverage Part for **Loss** on account of any **Third Party Claim** or request to toll or waive the statute of limitations relating to a **Third Party Claim**, based upon, arising from or in consequence of any actual or alleged "Sexual Behavior".
2. For purposes of this Endorsement, "Sexual Behavior" means any behavior, conduct, act, or expression that involves:
   (A) sexual contact;
   (B) physical sexual abuse;
   (C) physical sexual assault; or
   (D) physical sexual battery.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CHUBB®

WORKPLACE VIOLENCE EXPENSES (WITH SUBLIMIT) ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			36
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that the Employment Practices Liability Coverage Part is amended as follows:

1. The following is added to Section II, Coverage Extensions:

   Workplace Violence Expense Coverage

   The Company shall reimburse the **Parent Organization** for **Workplace Violence Expenses** incurred by an **Organization** resulting from any **Workplace Violence** occurring during the **Policy Period**; provided that the Company's maximum aggregate liability for all **Workplace Violence Expenses** shall not exceed $250,000, which amount is part of, and not in addition to, the Company's Aggregate Limit of Liability as set forth in Item 4(A) of the EPL portion of the Declarations. No Retention shall apply to **Workplace Violence Expenses** under this Coverage Extension.

2. Section III, Definitions, is amended to add the following:

   Workplace Violence means any intentional and unlawful:

   (A) act of deadly force involving the use of lethal weapon; or

   (B) threat of deadly force involving the display of a lethal weapon,

   which occurs on or in the **Premises** and which did or could result in bodily injury or death to an **Insured Person**.

   Workplace Violence Expenses means the reasonable fees and expenses, or cost of:

   (A) an independent security consultant for ninety (90) days following the date **Workplace Violence** occurs;

   (B) an independent public relations consultant for ninety (90) days following the date **Workplace Violence** occurs;

   (C) a counseling seminar for all employees conducted by an independent consultant following a **Workplace Violence**;

   (D) independent security guard services for up to fifteen (15) days; or

   (E) an independent forensic analyst.

   Premises means the buildings, facilities or properties occupied by an **Organization** in conducting its business.

3. Solely with respect to **Workplace Violence Expense Coverage**, Section IV, Exclusion (C), Bodily Injury/Property Damage, is deleted and replaced with the following:

(C) based upon, arising from, or in consequence of bodily injury, mental anguish, emotional distress, humiliation, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion (C) shall not apply to emotional distress, mental anguish or humiliation resulting from any **Wrongful Act**;

4. Solely with respect to Workplace Violence Expense Coverage, Section VI, Defense and Settlement, is deleted.

5. Solely with respect to **Workplace Violence Expense Coverage**, no coverage will be available under this Coverage Part for:

   (A) any **Workplace Violence** which occurs at any location other than the **Premises**;

   (B) **Loss** arising from declared or undeclared war, civil war, insurrection, riot, civil commotion, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization;

   (C) legal costs, judgments and settlements incurred as the result of any claim, suit or judicial action brought against an **Organization** in connection with **Workplace Violence**; or

   (D) **Loss** resulting from the use or threat of force or violence occurring on the **Premises** for the purpose of demanding money, securities or property.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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CRISIS MANAGEMENT EXPENSE COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			37
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that the Employment Practices Liability Coverage Part is amended as follows:

1. Section II, Coverage Extensions, is amended to add the following:

   Crisis Management Expenses

   The Company shall reimburse the **Parent Organization** for **Crisis Management Expenses** incurred by an **Organization**, provided that the Company's Maximum Aggregate Limit of Liability for all **Crisis Management Expenses** shall not exceed $5,000, which amount is part of, and not in addition to, the Company's Aggregate Limit of Liability as set forth in Item 4(A) of the EPL portion of the Declarations. No Retention shall apply to **Crisis Management Expenses** under this Coverage Extension.

2. Any **Insured** shall, as a condition precedent to exercising their rights under the Crisis Management Expenses Coverage Extension, give to the Company written notice as soon as practicable of the **Crisis Management Event**, but in no event later than thirty (30) days after the commencement of such **Crisis Management Event**.

3. The Company shall not be liable under this Coverage Part for:

   (1) revising or rewriting personnel policies or procedures;

   (2) sensitivity or awareness training; or

   (3) accommodations made by the **Organization** pursuant to the Americans with Disabilities Act.

4. Section III, Definitions, is amended to add the following terms:

   Crisis Management Expenses means the reasonable cost of retaining for a stipulated period of time, with the prior approval of the Company, an independent public relations consultant, media management consultant, investigative firm or law firm, and the cost of advertising and public relations media and activities in connection with a **Crisis Management Event**.

   Crisis Management Event means an allegation of:

   (i) an **Employment Practices Wrongful Act** which the **Organization's** director of Human Resources, in-house general counsel, or equivalent position of the foregoing, reasonably believes that such **Employment Practices Wrongful Act** will result in a **Mass or Class Action**; or

   (ii) **Employment Harassment** by a **Senior Executive**, which the **Organization's** director of Human Resources, in-house general counsel, or equivalent position of the foregoing, reasonably believes that such **Employment Harassment** will result in a **Matter**.

   Senior Executive means a director or corporate officer of the **Organization**.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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AMEND DEFINITION OF LOSS – MASS OR CLASS ACTION ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			38
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	2025-07-01 to 2026-07-01		2025-07-01
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that the definition of **Loss** set forth in Section III, Definitions, of the Employment Practices Liability Coverage Part is amended to include the following:

> Solely with respect to a **Mass or Class Action**, **Loss** shall also include the reasonable and necessary costs of training, education, sensitivity or minority development or diversity programs required under the terms of a settlement, judgment or consent decree; provided that the Company's maximum aggregate liability for all such **Loss** on account of a **Mass or Class Action** shall be shall be the lesser of either twenty-five percent (25%) of the Aggregate Limit of Liability set forth in Item 4(A) of the EPL portion of the Declarations or one million dollars ($1,000,000) and such amount is part of, and not in addition to, the Company's Aggregate Limit of Liability set forth in Item 4(A) of the EPL portion of the Declarations.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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ABSOLUTE BODILY INJURY / PROPERTY DAMAGE (WITH CARVEBACK) EXCLUSION ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		39
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that Section IV, Exclusion (C), Bodily Injury/Property Damage, of the Employment Practices Liability Coverage Part is amended by deleting the reference to "for" and replacing it with "based upon, arising from or in consequence of".

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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IMMIGRATION MATTER COVERAGE ENDORSEMENT (WITH SUBLIMIT FOR DEFENSE COSTS)

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			40
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that the Employment Practices Liability Coverage Part is amended as follows:

1. Section II, Coverage Extensions, is amended to add the following:

   Immigration Matter Defense Costs Coverage

   The Company shall pay **Defense Costs** on behalf of the **Insureds** resulting from any **Immigration Matter** first made against such **Insureds** during the **Policy Period** for any **Immigration Wrongful Act** committed or allegedly committed prior to the end of the **Policy Period**; provided, that the Company's maximum aggregate limit of liability for any such **Defense Costs** shall be $50,000, which amount shall be part of and not in addition to the Aggregate Limit of Liability set forth in Item 4(A) of the EPL portion of the Declarations (hereinafter "Immigration Matter Defense Costs Sublimit"). The Retention set forth in Item 4(C)(1) of the EPL portion of the Declarations shall also be the Retention applicable to this Immigration Matter Defense Costs Coverage.

2. For purposes of Section IV, Exclusions, the term **Matter** shall also include any **Immigration Matter**.

3. No coverage will be available under this Coverage Part for **Defense Costs** resulting from any **Immigration Matter** for an **Immigration Wrongful Act** of which any past or present chief executive officer, in-house general counsel, or head of human resources (or any position equivalent to any of the foregoing) of the **Organization** had knowledge prior to July 1, 2024.

4. The following terms are added to Section III, Definitions:

   Immigration Matter means a criminal investigation of any **Insured** by any governmental agency. **Immigration Matter** shall not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

   Immigration Wrongful Act means an actual or alleged violation of the responsibilities, obligations or duties imposed by the Immigration Control Act of 1986 or any other similar **Global Law** in connection with the actual or alleged hiring or harboring of illegal aliens.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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WORKER ADJUSTMENT AND RETRAINING NOTIFICATION SUBLIMIT FOR DEFENSE COSTS ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			41
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026		July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that Exclusion (D), Statutory/Common Law, paragraph (5) contained in Section IV, Exclusions, of the Employment Practices Liability Coverage Part shall also not apply to **Defense Costs** in an aggregate amount not to exceed $100,000, which amount is part of and not in addition to the Limit of Liability set forth in Item 4(A) of the Employment Practices portion of the Declarations.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CLAIMS SAVINGS CLAUSE ENDORSEMENT

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		42
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that the Employment Practices Liability Coverage Part is amended as follows:

1. The following Section is added:

   CLAIMS SAVINGS CLAUSE

   Notwithstanding anything to contrary in Section V, Reporting, solely with respect to any **Claim** which: first becomes a **Litigated Matter**, as defined below, during the **Policy Period**, or any applicable Extended Reporting Period; and (B) is a **Claim** or as **Claim** that is **Related** arising out of the same **Wrongful Act** with respect to an **Administrative Investigation** first made against an I**nsured** prior to the **Policy Period**, the Company shall not deny coverage for such **Claim** based upon the late notice of such **Claim** or based upon such **Claim** being made prior to the **Policy Period**, provided that:

   (i) such **Claim** was first made against an **Insured** while the **Parent Organization** was covered under a **Prior Policy**;

   (ii) upon such **Claim** first becoming a **Litigated Matter**, the **Claim** was reported in accordance with this Section; and

   (iii) no **Insured** has made a monetary settlement offer to a claimant or responded to a monetary demand from or on behalf of a claimant with respect to such **Claim**.

   Any coverage for any **Claim** afforded coverage pursuant to this Section shall be the lesser of:

   (A) the coverage which would have been provided under this Coverage Part for such **Claim** had the **Claim** been made during the **Policy Period** and reported to the Company as required by this Coverage Part; or

   (B) the coverage, if any, which would have been provided under the **Prior Policy** for such **Claim** if the Company had properly provided notice of such **Claim** in accordance with the provisions of the **Prior Policy**.

   Nothing in this Section shall be construed to: (a) increase the limit of liability of this Coverage Part; (b) provide coverage under the **Prior Policy**; or (c) provide coverage under this Coverage Part for **Loss** which in fact covered (or would be covered but for the exhaustion of the limit of liability) under the **Prior Policy**.

2. For the purposes of this endorsement, the following terms shall apply:

   Administrative Investigation means an administrative or regulatory investigation that is not a **Litigated Matter**, commenced by the Equal Employment Opportunity Commission or by the United States Department of Labor, Veterans Employment and Training Service, Justice Department of Office of Special Counsel of a violation of the Uniformed Services Employment and Reemployment Rights Act, when such investigation is conducted, commenced by the filing of notice of charges or similar document.

Litigated Matter means any civil, criminal, judicial, administrative, regulatory or arbitration proceeding made against an **Insured** seeking monetary, non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom.

Prior Policy means any valid and collectible employment practice liability policy that provides substantially the same or similar coverage as provided by this Coverage Part, issued to the **Parent Organization** by the Company (or any other insurance company affiliate thereof), of which this **Policy** and Coverage Part is a continuous renewal.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

VIOLATION OF EMPLOYEE PRIVACY DEFENSE COSTS ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			43
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
Employment Practices Liability Coverage Part

In consideration of the premium charged, it is agreed that solely with respect to this Employment Practices Liability Coverage Part, the following shall apply:

(1) The definition of **Employment Practices Wrongful Act**, as set forth in Section II. Definitions, of this Coverage Part is amended to include the following:

Employment Practices Wrongful Act shall also mean any actual or alleged **Violation of Employee Privacy** committed, attempted, or allegedly committed or attempted by an **Organization** or by an **Insured Person** while acting in his or her capacity as such.

(2) For the purposes of this endorsement, the following terms shall have the meanings set forth below:

Violation of Employee Privacy means an **Organization's** failure to:

(A) secure an employee's **Record** from actual or potential unauthorized access by another person or by an organization which results in injury to such employee; or

(B) provide notice as required by any state, federal or local statutory law or common law anywhere in the world to an employee whose Record was accessed or may have been accessed by an unauthorized person.

Record means an employee's first name or first initial, and last name, in combination with:

(A) their social security number, driver's license number or other personal identification number (including an employee identification number or student identification number);

(B) their financial account number (including a bank account number, retirement account number, or healthcare spending account number);

(C) their credit, debit or other payment card number; or

(D) any individually identifiable health information, pursuant to the Health Insurance Portability and Accountability Act of 1996, held by the **Organization**, when any such information in (A) through (D) above is intended by the **Organization** to be accessible only by persons or organizations specifically authorized by the **Organization** to have access to such information.

(3) No coverage will be available under this Coverage Part for **Loss**, other than **Defense Costs**, on account of any **Employment Claim** for a Violation of Employee Privacy.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

LOSS PREVENTION ENDORSEMENT (BLANKET)

Named Insured		Endorsement Number
DEL-MOR DWELLINGS CORP.		44
Policy Number	Policy Period	Effective Date of Endorsement
J06603774	07-01-2025 to 07-01-2026	July 1, 2025
Issued By		
Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

In order to assist the **Parent Organization** in reducing its exposure to covered loss under the Employment Practices Liability Coverage Part, the Company has agreed to contribute to the cost of the qualified employment practices loss prevention consultant services reviewed and approved by the Company, including but not limited to the following:

(a) Legal compliance audits of human resources/employment policies and practices;

(b) Development or updating of human resources/employment policies and practices;

(c) Training program design and implementation on topics such as employment discrimination laws, equal employment opportunity obligations, maintaining hostile-free work environments, interviewing skills, managing diversity, and handling corrective action and discharge issues, all with a focus on loss prevention;

(d) Legal advice and counsel on employment issues; or

(e) Statistical analyses on workforce and employment practices to detect trends or patterns that could lead to regulatory problems, lawsuits or employee allegations;

provided, however, that such contribution shall take the form of a return premium of fifty percent (50%) of the cost of such qualified employment practices loss prevention consultant services, but such contribution shall also be subject to a maximum amount equal to ten percent (10%) of the annual premium charged for this coverage section.

All employment practices loss prevention consultant services shall be provided by a loss prevention services provider approved by the Company and such services must be rendered during the **Policy Period**.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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BIOMETRIC INFORMATION PRIVACY MATTER EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
DEL-MOR DWELLINGS CORP.			45
Policy Number	Policy Period		Effective Date of Endorsement
J06603774	07-01-2025 to	07-01-2026	July 1, 2025
Issued By			
Federal Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that the Employment Practices Liability Coverage Part is amended as follows:

1. The Company shall not be liable for **Loss** on account of any **Biometric Information Privacy Matter**; provided that for any **Biometric Information Privacy Matter** which includes an actual or alleged **Employment Claim** for **Employment Discrimination**, **Employment Harassment**, **Retaliation**, **Wrongful Employment Decision**, or **Wrongful Termination**, this Exclusion shall not apply to that portion of **Loss** on account of such **Employment Claim** for **Employment Discrimination**, **Employment Harassment, Retaliation**, **Wrongful Employment Decision**, or **Wrongful Termination**.

2. Section III, DEFINITIONS is amended to add the following:

   Biometric Information means any: (A) Biometric identifier including a retina or iris scan, fingerprint, voiceprint or scan of hand or face geometry; or (B) information, regardless of how it is captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual.

   Biometric Information Privacy Matter means any **Matter**, in whole or in part, based upon, arising from, or in consequence of any actual or alleged:

   (A) disclosure, collection, possession, usage, retention, storage, transmission, protection, dissemination, or destruction of **Biometric Information**;

   (B) consent to or release of the disclosure of **Biometric Information**;

   (C) sale, lease, capture, purchase or trade or any other types of profit from **Biometric Information**;

   (D) violation of any policies or practices involving **Biometric Information**; or

   (E) violation of any **Global Law** involving **Biometric Information**.

3. Solely with respect to this Endorsement, Section VII(B)(3), ALLOCATION, is deleted and replaced with the following:

   (3) coverage with respect to any **Insured** is excluded, in whole or in part, pursuant to this Biometric Information Privacy Exclusion Endorsement, Exclusion (D)(4), or Subsection XII(C), Representations and Severability, of the General Terms and Conditions.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative