

**AMENDMENT NO.1 TO LEASE
AGREEMENT**

Amendment No. 1 to Lease Agreement

This Amendment No. 1 to the Lease Agreement between the Government of the U.S. Virgin Islands and Hearts in Service Association, Inc. executed December 23, 2021, made this _____ day of _____, 20____, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS**, acting through its Commissioner of the Department of Property and Procurement, (hereinafter "Lessor") and **Hearts in Service Association, Inc.**, whose mailing address is P.O. Box 10578, St. Thomas, U.S. Virgin Islands, 00801, hereinafter ("Lessee").

WITNESSETH:

WHEREAS, the Government of the U.S. Virgin Islands entered into a Lease Agreement with Hearts in Service Association, Inc., to lease Parcel No. 175C Estate Anna's Retreat, No. 1 New Quarter, St. Thomas, Virgin Islands; and

WHEREAS, the Lease Agreement was executed by the Governor of the U.S. Virgin Islands on July 14, 2021, and ratified by the Legislature of the U.S. Virgin Islands on December 23, 2021, which became Act No. 8532; and

WHEREAS, the Premises will be used to provide eligible programs and services to families with children who have become homeless, individuals, veterans, and at-risk youths including transitional housing and the operation of a soup kitchen; and

WHEREAS, in the event of a natural disaster, the Premises may be used by the Lessor as a temporary shelter, the details of which use will be governed by a separate Memorandum of Agreement between the Parties hereto; and

WHEREAS, the parties desire to amend Article I, Paragraph 1.02 Use; Article II, Paragraph 2.02 Options; Article III, Paragraph 3.01 Annual Rent; Article III, Paragraph 3.02, Article III, Paragraph 3.03 Readjustment of Rent; Article VI, Paragraph 6.01 Liability Insurance; and Article VI, Paragraph 6.04 Fire and Extended Coverage by Lessee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound by this instrument, the parties mutually agreed to amend the Lease Agreement executed December 23, 2021, as follows:

1. Article I, Paragraph 1.02 Use, is hereby amended by deleting the words "including transitional housing" in the first (1st) sentence of the Paragraph.
2. Article II, Paragraph 2.02 Options, is hereby amended by deleting the words "at the rent provided for in Paragraph 3.03 hereof,"
3. Article III, Paragraph 3.01 Annual Rent, is hereby amended by deleting "Twelve Thousand Dollars and Zero Cents (\$12,000.00)" and replacing it with "One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)" and by deleting "One Thousand Dollars and Zero Cents (\$1,000.00)" and replacing it with "One Hundred Dollars and Zero Cents (\$100.00)."

Lessee's Initials



4. Article III, Paragraph 3.02 Construction Period Rent, is hereby amended by deleting the language contained therein in its entirety and replacing it with “[Reserved].”
5. Article III, Paragraph 3.03 Readjustment of Rent, is hereby amended by deleting the language contained therein in its entirety and replacing it with “[Reserved].”
6. Article VI, Paragraph 6.01 Liability Insurance, is hereby amended by striking “Three Million Dollars (\$3,000,000.00)” and replacing it with “One Million Dollars (\$1,000,000.00).”
7. Article VI, Paragraph 6.04 Fire and Extended Coverage by Lessee, is hereby amended by deleting “the commencement date of this Lease” from the second sentence and replacing it with “Lessee’s receipt of its Occupancy Certificates for the Premises”
8. Except as expressly amended herein, all other terms and conditions set out in the original Lease between the Government of the Virgin Islands and Hearts in Service Association, Inc., ratified December 23, 2021, shall remain in full force and effect.

[INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]

Lessee's Initials



IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals on the day and year first above written.

WITNESSES:

Janet Henry
(Print)

Janet Henry
(Sign)

Hasina Harris
(Print)

Hasina Harris
(Sign)

LESSEE:
Hearts in Service Association, Inc.

BY: [Signature]
Reverend Dr. Joseph McDonald Henry
Vice Chair

ACKNOWLEDGEMENT

Territory of the Virgin Islands)
District of St. Thomas and St. John) ss:

Before me personally appeared Reverend Dr. Joseph McDonald Henry, Vice Chair of Hearts in Service Association, Inc., to me well known, or proved to me through satisfactory evidence and known to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.


WITNESS my hand on this 22nd day of December, A.D. 2025

[Signature]
Notary Public

Debra B. Gumbs-Gonzalez
Notary Public
NP-608-23
My Commission Expires: April 18, 2027
St. Thomas/St. John, U.S. Virgin Islands

GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

BY: 
Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 2/10/2026

MAUDALENE A. MORANCKIE
(Print)
Margherita A. Moranckie
(Sign)
Ridgiana A. Harris
(Print)
William A. Harris
(Sign)

APPROVED AS TO LEGAL SUFFICIENCY

Gordon C. Rhea, Attorney General
U.S. Virgin Islands Department of Justice

BY: 
Assistant Attorney General

Date: 02/11/2026

APPROVED


Honorable Albert Bryan Jr.
Governor of the U.S. Virgin Islands

Date: 2/3/26

APPROVED

Honorable Milton E. Potter
President of the 36th Legislature of the U.S. Virgin Islands

Date: _____

**FULLY EXECUTED LEASE
AGREEMENT**

ACT NO. 8532

BILL NO. 34-0172

THIRTY-FOURTH LEGISLATURE OF THE VIRGIN ISLANDS

Regular Session

2021

JAN 19 2022 09:54
REC'D PROPERTY & PROCUREMENT

An Act approving the Lease Agreement between the Government of the Virgin Islands, acting through the Commissioner of the Department of Property and Procurement, and Hearts In Service Association, Inc. for the leasing of Parcel No. 175C Estate Anna's Retreat, No. 1 New Quarter, St. Thomas, Virgin Islands

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WHEREAS, on July 14, 2021, the Governor of the Virgin Islands approved the Lease Agreement between the Government of the Virgin Islands, acting through the Department of Property and Procurement, and Hearts In Service Association, Inc; and

WHEREAS, Hearts In Service Association, Inc is leasing Parcel No. 175C Estate Annas Retreat, No 1. New Quarter, St. Thomas, Virgin Islands, consisting of approximately 16,041 U.S. sq. ft., or 0.368 U.S. acres of land, as shown on DPNR File No. D9-4695-T89 for an initial term of 15 years, with options to renew for two, five-year terms at an initial annual rent of \$12,000, for use to provide eligible programs and services to families with children who have become homeless, individuals, veterans and at-risk youth including transitional housing and the operation of a soup kitchen and other related purposes; and

WHEREAS, title 31, part II, chapter 21, section 205(c) of the Virgin Islands Code provides that in addition to the Governor's approval of a lease, the Legislature of the Virgin Islands must also approve the lease; and

WHEREAS, the purpose of this Act is to approve the Lease Agreement between the Government of the Virgin Islands and Hearts In Service Association, Inc.; Now, Therefore,

Be it enacted by the Legislature of the Virgin Islands:

SECTION 1. Pursuant to title 31, part II, chapter 21, section 205(c) of the Virgin Islands Code, the Legislature of the Virgin Islands approves the Lease Agreement between the Government of the Virgin Islands, acting through the Department of Property and Procurement, and Hearts In Service Association, Inc. for Parcel No. 175C Annas Retreat, No. 1 New Quarter, St. Thomas, Virgin Islands, consisting of approximately 16,041 sq. ft., or 0.368 U.S. acres of land, as shown on DPNR File No. D9-4696-T89 for an initial term of 15 years, with options to

renew for two, five-year terms at an initial annual rental fee of \$12,000, for use to provide eligible programs and services to families with children who have become homeless, individuals, veterans, and at-risk youths including transitional housing and the operation of a soup kitchen and other related purposes.

Thus passed by the Legislature of the Virgin Islands on December 23, 2021.

Witness our Hands and Seal of the Legislature of the Virgin Islands this 23rd Day of December, A.D., 2021.



Donna A. Frett-Gregory
Donna A. Frett-Gregory
President

Genevieve R. Whitaker

Genevieve R. Whitaker
Secretary

Bill No. 34-0172 is hereby approved.

Witness my hand and the Seal of the Government of the United States Virgin Islands at Charlotte Amalie, St. Thomas, This 14th day of January, 2022 A.D.



Albert Bryan Jr.
Albert Bryan Jr.
Governor

LEASE AGREEMENT

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT**

And

Hearts in Service Association, Inc.

PREMISES: Parcel No. 175C Estate Anna's Retreat, No.1 New Quarter, St. Thomas, Virgin Islands consisting of a two-story concrete building on approximately 16,041 U.S. sq. ft. or 0.368 U.S. acres, of land more/less.

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LEASE AGREEMENT

THIS LEASE made this _____ day of _____, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS**, acting through its Commissioner of the Department of Property and Procurement, hereinafter "Lessor" or "Government" and **Hearts In Service Association, Inc.** whose mailing address is P.O. Box 10578, St. Thomas, Virgin Islands 00801, hereinafter "Lessee".

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth it is hereby agreed:

ARTICLE I

PREMISES AND USE

- 1.01 **Premises:** The Lessor hereby leases to the Lessee and the Lessee hires and takes from the Lessor Parcel No. 175C Estate Anna's Retreat, No.1 New Quarter, St. Thomas, Virgin Islands consisting of, a two-story concrete building on approximately 16,041 U.S. sq. ft. or 0.368 U.S. acres of land, more or less, which is zoned "P" for Public use (hereinafter the "Premises"). The aforesaid Premises is shown on DPNR File No. D9-4696-T89 a copy of which is attached hereto and made a part hereof as Exhibit "A."
- 1.02 **Use:** The Lessee shall use the hereby Premises to provide eligible programs and services to families with children who have become homeless, individuals, veterans, and at-risk youths including transitional housing and the operation of a soup kitchen. In the event of a natural disaster, the Premises may be used by the Lessor as a temporary emergency shelter, the details of which use will be governed by a separate Memorandum of Agreement between the Parties hereto.

ARTICLE II

TERM

- 2.01 **Term:** The term of this Lease shall be for a period fifteen (15) years ("Initial Term") commencing on the first (1st) day of the month following approval by the Legislature of the Virgin Islands ("Commencement Date").
- 2.02 **Options:** If Lessee is not in default in the performance of any material condition of this Lease at the expiration of the Initial Term, Lessee shall have the option to renew this Lease for two (2) five (5) year periods at the rent provided for in Paragraph 3.03 hereof by giving written notice of such renewal at least thirty (30) days prior to the expiration of the Initial Term.

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- 2.03 **Failure to Give Possession:** The Lessor shall not be liable for failure to give possession of the Premises upon the Commencement Date by reason of the fact that the Premises are not ready for occupancy, or due to prior lessee wrongfully holding over or any other person wrongfully in possession of the Premises; in such event the rent shall not commence until possession is given or is available, but the term herein granted shall not be extended.
- 2.04 **Holding Over:** If Lessee remains in possession of the Premises, after expiration of the term hereof, without Lessor's express consent and without any distinct agreement between Lessor and Lessee, Lessee shall become a month to month Lessee and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except the rent provisions. The rent during this hold over period shall be two hundred (200%) percent of the rent payable for the last calendar month of the term of this Lease, including renewals or extensions. The inclusion of the preceding sentence in this Lease shall not be construed as Lessor's consent for Lessee to hold over.

ARTICLE III

RENT

- 3.01 **Annual Rent:** The Lessee shall pay to the Lessor an Annual Rent of Twelve Thousand Dollars and Zero Cents (\$12,000.00) payable at One Thousand Dollars and Zero Cents (\$1,000.00) in equal monthly installments during the term of this Lease. The Annual Rent shall commence on the first day of the month after the Construction Period of twelve (12) months or less has expired, as described in Section 4.01 herein. Payment of Annual Rent shall be made in equal monthly installments in advance on the first (1st) day of every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the Leased Premises is granted to the Lessee at a date after the first of the month, then in such event the rent for such first month shall be prorated. If any installment of Annual Rent or Construction Period Rent is not received by the 10th day after the day when payment is due it shall bear interest at the rate of ten percent (10%) per month from the date when the same was due per the term of this Lease until paid by Lessee.

The Annual Rent or Construction Period Rent shall be paid at Lessor's office at 8201 Submarine Base Suite 4, St. Thomas, U.S. Virgin Islands 00802, together with any other sum due as additional rent as provided herein.

- 3.02 **Construction Period Rent:** Lessee shall be required to pay reduced rent during the Construction Period of twelve (12) months, the Construction Period is hereinafter defined in Paragraph 4.01, and Lessee shall be required to make reduced rental payments as follows:

- A. Lessee shall be required to pay One Hundred Dollars and Zero Cents (\$100.00) per month, for months one through twelve (1-12) of this Lease Agreement

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The Construction Period Rent will not be available or extended beyond the Construction Period of twelve (12) months. Should, the improvements stated in Section 4.01 be completed prior to the time allotted for the Construction Period, the Annual Rent in Section 3.01 will commence.

- 3.03 **Readjustment of Rent:** The rent payable under this Lease shall be adjusted after the first (1st) year of the Initial Term, and every year thereafter, including any renewal term, in accordance with the increase of the Consumer Price Index ("CPI") as established by the U.S. Department of Labor, Bureau of Labor Statistics for "All Items, All Urban Consumers (1967-100%)" as follows, provided, however, no adjustments in rental for any year shall be increased more than 3% over any preceding year period.
- i. The CPI as of the first month of the Initial Term and as of the first month of each subsequent Lease year shall be the base price index and the CPI as of the month immediately preceding the first month of any Lease year after the first Lease year of the Initial Term shall be the current price index.
 - ii. The current price index shall be divided by the base price index and the quotient thereof shall be multiplied by the annual rent of the prior year.
 - iii. The resulting product shall be the annual base rental for the current year.
 - iv. At the end of the first (1st) year of the Initial Term and every year thereafter of this Lease, the base rental shall be adjusted in the same manner, using the index for the month preceding the first month of each Lease year of the Lease Term for the current price index.

In no event shall any rent determined in the above manner be reduced below the annual rent of **Twelve Thousand Dollars and Zero Cents (\$12,000.00)**.

- 3.04 **Late Payment Charges:** Lessee acknowledges that late payment by Lessee to Government of rent and other charges provided for under this Lease will cause Government to incur costs not contemplated by this Lease, the exact amount of such costs includes without limitation, processing, and accounting charges. Therefore, if any installment of rent or any other charge due from Lessee is not received by Government within ten (10) days of the date due, Lessee shall pay, as a late charge, to Government an additional ten percent (10%) of the monthly rent as a late charge.

The parties agree that this late charge represents a fair and reasonable estimate of the costs that Government will incur by reason of the late payment by Lessee.

Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Government from exercising any of the other rights and remedies available to Government.

- 3.05 **Unpaid Rent, Fees and Charges:** Any installment of rent, additional rent, attorney fees, other charges or money not received by the 10th day after the day when payment is due

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shall bear interest at the rate of ten percent (10%) per month from the date when the same was due according to the term of this lease until paid by Lessee.

ARTICLE IV

IMPROVEMENTS

4.01 **Improvements:** As a part of the consideration for this agreement, the Lessee shall provide at its own cost and expense improvements (the "Improvements"), owned by Lessee, at an estimated cost of **Two Hundred Thousand Dollars and Zero Cents (\$200,00.00)** which is subject to the prior written consent obtained in each and every case from the Commissioner of the Department of Property and Procurement; in addition to whatever other licenses or permits are deemed necessary. Improvements to be made to the Premises are as follows:

LIST OF IMPROVEMENTS

- 1) **Redesign bath and shower facilities; and**
- 2) **Renovate kitchen; and**
- 3) **Redesign/renovate common areas; and**
- 4) **Upgrade utilities; and**
- 5) **Interior and exterior beautification.**

The improvements shall be completed no later than twelve (12) months of the commencement date of this Lease ("Construction Period").

Lessee agrees to keep the said Premises and appurtenances as repaired, in a clean, and tenantable condition, and to return said Premises to Lessor upon the expiration or other termination of this Lease, in as good condition as it was since the last repairs were made, less reasonable wear and tear from intervening use.

4.02 **Title to Improvements:** At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Furniture or other items of a personal nature, if not removed from the Premises prior to termination shall become the property of the Lessor.

4.03 **Location and Improvements:** The above-mentioned improvements are located at Parcel No. 175C Estate Anna's Retreat, No.1 New Quarter, St. Thomas United States Virgin Islands.

4.04 **Real Property Tax:** Upon the completion of any improvements constructed on the Premises, Lessee shall notify Lessor who shall notify the Tax Assessor for the purpose of making an assessment, of the value of the improvements. Lessee hereby agrees to pay, any and all taxes, assessments, and other charges of any description levied or assessed during the term of this Lease by the Office of the Lieutenant Governor, Tax Assessor on or against any improvements constructed by Lessee or other equipment or fixtures

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installed by Lessee on the Premises. Assessments shall only apply to those improvements owned by Lessee during the term of this Lease.

4.05 **Repairs by Lessee:** Lessee shall at its own cost and expense, make all repairs, structural or otherwise to the interior and exterior of said Premises. Repairs, as used herein shall mean all repairs, replacements, renewals, alterations, additions, improvements, and betterment. The provisions of this section shall not apply in the case of damage or destruction by fire or other insured casualty or by eminent domain, in which event the obligations of the Lessor and Lessee shall be controlled as hereinafter provided.

4.06 **Failure of Lessee to Repair:** In the event the Lessee, after it shall have been given a twenty-day (20) notice (except in a case of emergency in which event reasonable notice under the circumstances shall be sufficient), refuses and neglects to make any repair for which it is responsible, or if repair is necessitated by reason of the Lessee's negligent acts or omissions, then the Lessor may make such repairs. Lessor shall not be responsible for any loss, inconvenience or damage resulting to Lessee because of Lessor's repair. The cost of such repairs by Lessor, together with interest at the rate provided in Section 3.04 shall be paid by the Lessee as additional rent.

4.07 **Excavation and Sorting:** If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Premises, Lessee either:

a. shall afford to the person or persons causing or authorized to cause such excavation the right to enter upon the Premises for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damage and support the same by proper foundation, or

b. shall, at the expense of the person or persons causing or authorized to cause such excavation, do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damages and to support the same by proper foundations.

Lessee shall not by reason of any such excavation or work, have any claim against Lessor for damages or indemnity or for suspension, diminution, abatement, or reduction of rent under this Lease.

ARTICLE V

MECHANIC'S LIEN

- 5.01 Mechanic's Lien: Nothing contained in this Lease shall be deemed, construed, or interpreted to imply any consent or agreement on the part of Lessor to subject Lessor's interest or estate to any liability under any mechanic's lien. Should any notice of intention to file a lien under Title 28, Chapter 12 of the Virgin Islands Code or any mechanics or other lien be filed against the property of the Lessor, for any work, labor, services or materials performed at or furnished to the Premises for or on behalf of the Lessee or anyone holding any part of the Premises through or under Lessee, Lessee shall cause the same to be cancelled and discharged of record by payment, bond or order of a court of competent jurisdiction within thirty (30) days after notice by Lessor to Lessee. If Lessee fails to discharge said lien then the Lessee shall forthwith reimburse the Lessor the total expenses incurred by the Lessor in discharging the said lien, as additional rent hereunder.

ARTICLE VI

INSURANCE AND INDEMNITY

- 6.01 Liability Insurance: Lessee shall, during the term thereof, keep in full force and effect a policy of public liability and property damage insurance in which the limits of public liability shall be no less than One Million Dollars (\$1,000,000.00) property damage, One Million Dollars (\$1,000,000.00) for one person injured or killed and Three Million Dollars (\$3,000,000.00) for any number of persons injured or killed in any one accident. All, of said insurance shall be in a form satisfactory to Lessor and shall provide that it shall not be subject to cancellation, termination, or change, except after thirty (30) days prior written notice to Lessor, Lessee shall furnish Lessor, or Lessor's designee, with a certificate of insurance evidencing the coverage required hereunder on the day Lessee commences occupancy or work in or about the Premises herein leased. All such policies shall name the Lessor as additional insured for the full insured amount.
- 6.02 Indemnity: Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands (except such as result from the negligence of the Lessor, its agents, contractors, servants or employees or the failure of Lessor to comply with the terms of this Lease) for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted on the Premises leased herein or occurring in, on or about said Premises or any adjacent area under the exclusive control of the Lessee or arising

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directly or indirectly, from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

- 6.03 **Non-Liability:** Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by the acts or omissions of persons occupying any property adjacent to or adjoining the Premises, or any part thereof, or for any loss or damage resulting to Lessee or its Premises from water, gas, steam, fire or the bursting, stoppage, or leaking of pipes, provided such loss or damage is not occasioned by the negligence of Lessor or its agents, contractors, or employees.
- 6.04 **Fire and Extended Coverage by Lessee:** Lessee shall keep all buildings on the Premises insured against loss or damage by fire with the usual extended coverage endorsements, in amounts not less than eighty percent (80%) of the full insurable value thereof, above foundation walls. A copy of all insurance policies shall be delivered to the Lessor within twenty (20) days of the commencement date of this Lease. All policies shall name the Lessor as loss payee.

ARTICLE VII

ENTRY BY LESSOR

- 7.01 **Access to Premises:** Lessor or Lessor's agents shall have the right to enter upon the Premises at all reasonable times to examine the same and to show them to prospective purchasers, lenders, or lessees.
- 7.02 **Easement for Pipes and Water Storage Tank Facility:** Lessee shall permit Lessor or its designees to erect, use, maintain and repair pipes, water storage tank facility, cables and wires, on or through the Premises as and to the extent that Lessor may or hereafter deem to be necessary or appropriate.

All such work shall be done, so far as practicable, in such manner as to avoid interference with Lessee's use of the Premises.

ARTICLE VIII

CONDEMNATION

- 8.01 **Notice of Condemnation:** The party receiving any notice of the kind specified below which involves the Premises shall promptly give the other party notice of the receipt, contents, and date of the notice received, which shall include:

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- a. Notice of Intent of Taking.
 - b. Service of any legal process relating to condemnation of the Premises for improvements.
 - c. Notice in connection with any proceedings or negotiations with respect to such a condemnation.
- 8.02 **Rights of Lessor and Lessee:** Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of both parties. Lessor and Lessee each agree to execute and deliver to the other any instrument that may be required by the provisions of this Lease relating to the condemnation.
- 8.03 **Taking of Leasehold:** Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession given, whichever is earlier, but Lessee's interest in the leasehold shall continue until the taking is completed by deed, contract or final order of condemnation.
- 8.04 **Total Taking:** Upon a total taking, all sums including damages and interest awarded for the fee, leasehold, or both shall be distributed and disbursed as Lessor and Lessee may agree, or in the absence thereof, in accordance with the laws of the Virgin Islands.
- 8.05 **Partial Taking:** Upon a partial taking, all sums including damages and interest awarded for the fee, leasehold or both shall be distributed and disbursed to Lessor and Lessee as they may agree or, in the absence thereof, in accordance with the laws of the Virgin Islands. Upon a partial taking Lessee shall have the option of terminating this Lease upon thirty (30) days' notice to Lessor.

ARTICLE IX

CANCELLATION, TERMINATION AND ASSIGNMENT AND TRANSFERS

- 9.01 **Cancellation:** This Lease shall be subject to cancellation by Lessor in event Lessee shall:
- A. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of forty-five (45) days after the Lessor has notified Lessee in writing that payment was not received when due.
 - B. File in court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee for all or a portion of Lessee's property.

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- C. Make any general assignment for the benefit of creditors.
- D. Abandon the Premises by not occupying the Premises for a period of ninety (90) days without notice to the Lessor and failing to pay rent during that ninety (90) day period.
- E. Default in performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of forty-five (45) days after receipt of written notice from Lessor to cure such default, unless during such forty-five (45) day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default. If default by Lessee in the performance of its obligations hereunder is precipitated in whole or in part, by activities for which Lessor is solely responsible, the period herein established to commence a cure for the said default will be extended for a reasonable period to account for the effect of Lessor's activities.
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings.
- G. Be made a party of any receivership proceeding in which a receiver is appointed for the Premises or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.
- H. Fail to pay the outstanding assessed real property taxes for two (2) years on improvements Lessee constructed upon the Premises.

In any of the aforesaid events, Lessor may take immediate possession of the Premises and remove Lessee's effects, to the extent permitted by law, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

9.02 Termination: This Lease shall terminate at the end of the Lease term or renewal period.

9.03 Repossessing and Re-letting: In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A: Enter into and upon the Premises or any part thereon and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), to the extent permitted by law.

Lessee's Initials *AS*

- B:** Either cancel this Lease by notice or without canceling this lease, re-let the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to re-let the Premises during any month or part thereof, at less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor upon calculation thereof, provided Lessor has exercised good faith in the terms and conditions of re-letting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of deficiency notice.

If any suit or action is brought by Lessor against the Lessee to enforce any of the provisions of this Lease, the Lessor shall be entitled to collect reasonable costs and attorney's fees in the action or proceeding.

9.04 Assignment and Transfer: Lessee shall not assign or transfer this Lease or any interest therein, without the prior written consent of Lessor which shall not be unreasonably withheld. Any consent of any assignment shall not be deemed consent to any subsequent assignment.

9.05 Subleasing: Lessee may not sublet the Premises in whole or in part without Lessor's advance written consent. Lessor's consent does not release Lessee from any of its obligations under this lease. In the event, that Lessor consents to subleasing of the Premises or any part thereof, the Lessee shall pay to the Lessor an additional amount equal to thirty-five percent (35%) monthly of such subleasing income as additional rent. This additional rent shall be due and payable on the next rent day after such subletting rent becomes due from the subtenant.

ARTICLE X

GENERAL TERMS AND CONDITIONS

10.01 Notices: All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at:

LESSOR: Commissioner
Department of Property and Procurement
8201 Submarine Base Suite 4
St. Thomas, Virgin Islands 00802

LESSEE: Hearths in Service Association, Inc.
P.O. Box 10578
St. Thomas, Virgin Islands 00801

Lessee's Initials AB

The address of either party may be changed from time to time by giving written notice to that effect.

- 10.02 **Non-discrimination:** Lessee in exercising any of the rights or privileges granted by this Lease, shall not, on the grounds of race, color, creed, sex, or national origin discriminate or permit discrimination against any person.
- 10.03 **Officials not to Benefit:** No member of the U.S. Congress or the Territorial Legislature, no official or officer of the United States or the Virgin Islands Government, or any of their instrumentalities shall be admitted to any share of this Lease or any benefit of value that may arise therefrom.
- 10.04 **Agreement made in the Virgin Islands:** The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.
- 10.05 **Counterparts:** This document is executed in one part of which shall be deemed the original.
- 10.06 **Cumulative Rights and Remedies:** All rights and remedies of Lessor here enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- 10.07 **Interpretation:** Words of gender used in this Lease shall be held to include the plural and vice versa unless the context otherwise requires.
- 10.08 **Agreement Made in Writing:** This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.
- 10.09 **Paragraph Headings:** The table of contents of this Lease and the captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not affect the scope, content, or intent of this Lease or any part or parts of this Lease.
- 10.10 **Invalidity or Illegality of Provisions:** The invalidity or illegality of any provisions shall not affect the remainder of this Lease.
- 10.11 **Successors and Assigns:** All, of the terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors and assigns.
- 10.12 **Broker:** Lessee covenants, warrants, and represents that there was no broker instrumental in consummating this Lease, and that no conversations or prior

Lessee's Initials

negotiations were had with any broker concerning the renting of the Premises. Lessee agrees to hold harmless Lessor against any claims for brokerage commission arising out of any conversation or negotiation had by Lessee with any broker.

10.13 **Approvals Required:** This Lease shall not become effective unless approved by the Governor and the Legislature of the Virgin Islands.

10.14 **Entire Agreement:** This Lease constitutes the entire agreement of the Parties relating to the subject matter addressed herein. This Lease supersedes all prior communications or agreements between the Parties, with respect to the subject matter herein, whether written or oral.

ARTICLE XI

CONFLICT OF INTEREST

11.01 **Conflict of Interest:** Lessee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Lease.

a. Lessee further covenants that it is:

1. not a territorial officer or employee (i.e. the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the Legislative, Executive or Judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

2. a territorial officer or employee and, as such, has:

i. familiarized itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof; and

ii. not made, negotiated, or influenced this contract, in its official capacity; and

iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.

11.02 **Rights of Holder of the Leasehold Mortgage:** Notwithstanding anything to the contrary herein contained, Lessor agrees that in the event that Lessee secures a leasehold mortgage and thereafter defaults in the performance, of any of the terms and conditions of this Lease, Lessor will give notice of such default to any holder of the leasehold mortgage (where Lessor has been notified of the identity of the leasehold mortgagee) and a like

Lessee's Initials 

notice of the default to the Lessee. The Lessee or the holder of the leasehold mortgage shall have the right to remedy any such default within a period of forty-five (45) days from the date the notice is mailed by registered or certified mail, return receipt requested, to the holder of the leasehold mortgage and the Lessee.

In every case where the holder of the leasehold mortgage elects to acquire possession of the Premises or to foreclose the leasehold mortgage, such holder shall, prior to the acquiring possession or the foreclosing of the leasehold mortgage, (i) give Lessor the right of first refusal to purchase and assume Lessee's leasehold mortgage interest and obligation, or (ii) to provide a purchaser for Lessee's leasehold mortgage interest and obligation. The Lessor shall exercise the rights herein set out within one hundred twenty (120) days from the date Lessor is notified by holder of the leasehold mortgage that these rights may be exercised.

In the event that this Lease is terminated, Lessor may enter into a new lease of the Premises with the holder of the leasehold mortgage, or its designee, within thirty (30) days after receipt of such request, which new lease will be effective as of the date of such termination of this Lease and shall run for the remainder of the same term, and subject to the same covenants, conditions and agreements; provided that the holder of the leasehold mortgage, or its designee, (i) contemporaneously with the delivery of such request, pay to the Lessor all the installments of basic rent and all other items of additional rent which would have been due from the Lessee had the Lease not been terminated and (ii) all sums due from the date of termination to the date of execution of the new lease.

11.03 Compliance with Laws: The Lessee shall comply with all laws and regulations of the U.S. Government and the Government of the Virgin Islands including but not limited to zoning, Coastal Zone Management (CZM), building codes, environmental and American Disabilities Act (ADA).

The Lessee shall obtain all licenses and permits required to use the property and do business in the Virgin Islands as are required.

11.04 Waiver: The Waiver by Lessor of any breach of any term condition or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions or covenants of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power of Lessor; every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

11.05 Enforcement of Lease Terms: The waiver by either party of any breach of any term condition or covenant of this Lease, during the term of Lease, shall not be deemed to be a waiver of any subsequent breach of the same or any term, condition or covenant of this Lease. No delay or omission to exercise any right or power shall be construed to be a waiver of any such right or power and every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

Lessee's Initials H

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals on the day and year first above written.

WITNESSES:

Sophia Archibald
(Print)

[Signature]
(Sign)

Joseph Henry
(Print)

[Signature]
(Sign)

LESSEE:

Hearts in Service Association, Inc.

BY: [Signature]
Ruthlyn White
Chairperson

ACKNOWLEDGEMENT

Territory of the Virgin Islands)
District of St. Croix Thomas JCL) ss:

Before me personally appeared Mrs. Ruthlyn White, Chairperson of Hearts in Service Association, Inc., to me well known, and known to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 25th day of January A.D. 2021

J.C. Lynch #13748
Notary Public



Lessee's Initials [Signature]

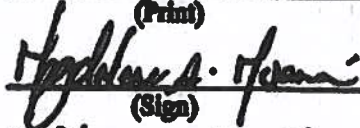
GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

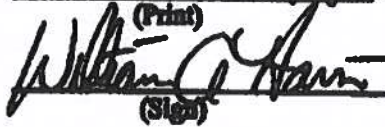
BY: 
Anthony D. Thomas, Commissioner
Department of Property and Procurement

Date: 4/8/2021

MAGDALENE A. MORANTIS
(Print)


(Sign)

William A. Harris
(Print)


(Sign)

APPROVED AS TO LEGAL SUFFICIENCY
Denise N. George, Esq., Attorney General
Virgin Islands Department of Justice

BY: 
Assistant Attorney General

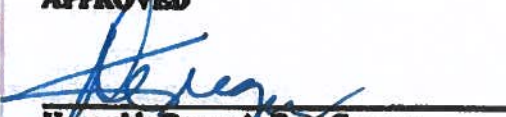
Date: 5/12/2021

APPROVED


Honorable Albert Bryan Jr.
Governor of the U.S. Virgin Islands

Date: 7/14/21

APPROVED


Honorable Donna A. Pratt-Gregory
President of the 34th Virgin Islands Legislature

Date: 12/23/21

HEARTS IN SERVICE ASSOCIATION, INC.

SUPPORTING BUSINESS DOCUMENTS

- (N/A) **Financial Statements/ Business Plan**
- (X) **Business License**
Expires: N/A 501(c)(3)
- (X) **Certificate of Liability Insurance (if already on property)**
Expires: 04/28/2026
- (X) **Articles of Incorporation**
- (N/A) **Articles of Organization**
- (N/A) **Certificate of Limited Partnership**
- (N/A) **Tradename Certificate (if applicable)**
Expires: N/A
- (X) **Corporate Resolution/ Memo Authorizing Signature**
Dated: 08/11/2025 Expires: N/A
- (X) **Certificate of Good Standing**
Dated: 07/02/2025 Expires: 06/30/2026
- (N/A) **Certificate of Existence**
Dated: N/A Expires: N/A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **DEC 07 2018**

HEARTS IN SERVICE ASSOCIATION INC
PO BOX 1562
ST THOMAS, VI 00804-1562

Employer Identification Number:
66-0639761
DLN:
17053120319038
Contact Person:
TRINH NGUYEN ID# 10001
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990-PF Required:
Yes
Effective Date of Exemption:
May 15, 2013
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

HEARTS IN SERVICE ASSOCIATION INC

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements



**Government of
The United States Virgin Islands**

-O-

*Office of the Lieutenant Governor
Division of Corporations & Trademarks*

CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **HEARTS IN SERVICE ASSOCIATION, INC.** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2026.

Entity Type: Domestic Nonprofit Corporation

Entity Status: In Good Standing

Registration Date: 03/02/2004

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 2nd day of July, 2025.



Handwritten signature of Tregenza A. Roach in blue ink.

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands

HEARTS IN SERVICE ASSOCIATION, Inc. (HISA)

P.O. Box 10578



ST. THOMAS, U.S. VIRGIN ISLANDS 00801



TELEPHONE: 340-205-2187

Ruthlyn White, Chair Board of Directors
Granneca Smith, Secretary
Cascilda Dumas, Assistant Treasurer
Denise Green

Joseph McDonald Henry, Vicechair
Hasina Harris Treasurer
Paulet Rawlins
Nora-Jane Mills-Liburd

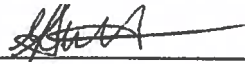
CORPORATE AUTHORIZATION RESOLUTION

I, Ruthlyn White, Chairperson of Hearts In Service Association Inc., a Non-Profit Organization Public Benefit Corporation, qualified pursuant to the provisions of Internal Revenue Code Section 501(c) 3, and the VI Code, Title 13 Section 491-502, the applicable laws of the Territory of the United States Virgin Islands; and having its principal place of business at Estate Dorothea 17-1-A, St. Thomas United States Virgin Islands; hereby certify that the Association is committed to effectively provide assistance in transitional housing to the homeless population, along with support system to transition the homeless to self-sufficiency, stability and sustainability which can-not be achieved without a solid foundation; and

NOW, THEREFORE BE IT RESOLVED:

1. The Boards of Directors of Hearts in Service Association, Inc., approves a proposal to amend the existing Lease Agreement between the Government of the Virgin Islands and Hearts in Service Association, Inc., for the Government owned building located at Parcel No. 175C Estate Anna's Retreat, No. 1 New Quarter, St. Thomas Virgin Islands. Whereas the proposed Amendment No. 1 to Lease Agreement will be acknowledged by Hearts In Service Association, Inc., and submitted to the Government of the Virgin Islands, through its Department of Property and Procurement for review and further approval.
2. That the Board of Directors further voted to authorize Revd. Dr. Joseph McDonald Henry, Vicechair of Hearts In Service Association, Inc., to sign on behalf of the Association, any contracts or forms that will fully represent the interest of the Association, its integrity, and its God's divine purpose;
3. That we the undersign, are hereby authorized and directed to certify to any interested party that this resolution has been duly adopted by the Board of Directors on Monday, August 11, 2025, is in full force and effect, and is in accordance with the provisions of the Articles and By-laws of the Association;

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of Hearts In Service Association Inc., this 11th day, August 2025.



Granneca Smith, Secretary

8-11-25

Date

ATTEST BY:



Ruthlyn White, Chairperson

9-11-25

Date



INTERNATIONAL RISK SOLUTIONS

DJRJ Lic dba Family Insurance Agency
9053 Estate Thomas Suite 107,
St Thomas
USVI 0080
United States

COVER NOTE

POLICY NO: L0128/25000

Date: 10th June, 2025

We have pleasure in advising you that insurance has been effected in accordance with your instructions as follows. Please examine this document and advise us immediately if any details are incorrect.

RISK DETAILS

UNIQUE MARKET

REFERENCE: B1065L012825000

TYPE: General Liability Insurance.

INSURED & ADDRESS: Hearts In Service Association Inc
175C Estate Annas Retreat, St Thomas, USVI

ADDITIONAL NAMED

INSURED: Department Of Property and Procurement
8201 Subbase Ste #4 St Thomas VI 00802

PERIOD: From: 8th April 2025 at 00.01 hours Local Standard Time at the
Location(s) Insured.

To: 8th April 2026 at 00.01 hours Local Standard Time at the
Location(s) Insured.

INTEREST: Commercial General Liability.

SUM INSURED: USD 1,000,000 each occurrence.
USD 1,000,000 - Products / Completed Operations Aggregate.
USD 1,000,000 - Personal & Advertising Injury
USD 1,000,000 - General Policy Aggregate.
USD 100,000 - Damage to Rented Premises
USD 10,000 - Medical Payments

Defence Costs Included in Limits.

DEDUCTIBLE: USD 1,000 each and every loss

E & O.E.

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INTERNATIONAL RISK SOLUTIONS

Attaching to and forming
part of Cover Note: L0128/25000
Dated: 10th June, 2025

LOCATION: St Thomas VI 00802

CONDITIONS: Newline policy wording attached
Resident to Resident Exclusion attached
Sexual Abuse and Molestation Exclusion as attached
LMA3100A Sanctions Limitation Clause as attached

SEVERAL LIABILITY: LSW1001
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or parts of its obligations.

CHOICE OF LAW & JURISDICTION:

Choice of law: All matters shall be governed by and construed in accordance with the substantive laws of the US. Virgin Islands.

Choice of jurisdiction: Subject to the provisions of the Service of Suit Clause contained herein.

PREMIUM: USD 2,500 (for 100%) per annum

PREMIUM PAYMENT TERMS: LSW 3001 – Premium Payment Clause - 60 days

TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURER(S): None

INSURER CONTRACT DOCUMENTATION: This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.



INTERNATIONAL RISK SOLUTIONS

Attaching to and forming
part of Cover Note: L0128/25000
Dated: 10th June, 2025

INFORMATION

As held on file by IRS



INTERNATIONAL RISK SOLUTIONS

Attaching to and forming
part of Cover Note: L0128/25000
Dated: 10th June, 2025

SECURITY DETAILS

**(RE)INSURER'S
LIABILITY:**

LMA3333

(RE)INSURER'S LIABILITY SEVERAL NOT JOINT

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions



INTERNATIONAL RISK SOLUTIONS

Attaching to and forming
part of Cover Note: L0128/25000
Dated: 10th June, 2025

underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ORDER HEREON: 100.00% of 100.00%

BASIS OF WRITTEN LINES: Percentage of whole



INTERNATIONAL RISK SOLUTIONS

Attaching to and forming
part of Cover Note: L0128/25000
Dated: 10th June, 2025

SCHEDULE OF ATTACHED CLAUSES

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW3001

RESIDENT TO RESIDENT EXCLUSION

This Policy shall not apply to any liability, arising out of or related to, either directly or indirectly for a Claim or Occurrence for Bodily Injury or Property Damage by one resident, refugee or asylum seeker against another.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

SEXUAL ABUSE AND MOLESTATION WORDING

This Policy excludes the alleged actual or threatened abuse or molestation by anyone or any person while in the care custody or control of any Insured, or visitor or Employee of the Insured. It also excludes the negligent employment; investigation; supervision; reporting to the proper authorities, or the failure to so report; or retention; of any person for whom any Insured is, or even was, legally responsible and the negligent failure to provide professional services or neglect of the therapeutic needs of a client, patient or other person because of the conduct which would be excluded in this Policy. This Policy also excludes any client or patient to client or patient abuse, whether sexual, physical or violent in nature.

SANCTIONS LIMITATION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A



INTERNATIONAL RISK SOLUTIONS

Attaching to and forming
part of Cover Note: L0128/25000
Dated: 10th June, 2025

**NEWLINE UNDERWRITING MANAGEMENT LIMITED LIFE SCIENCE
GENERAL LIABILITY COVERAGE PART**

COVERAGE A AND B OF THIS FORM PROVIDE CLAIMS-MADE COVERAGE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY PROVIDES COVERAGE FOR "CLAIMS" FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. UNLESS STATED OTHERWISE BY SPECIFIC ENDORSEMENT, "SUPPLEMENTARY PAYMENTS" ARE INCLUDED IN THE LIMIT OF INSURANCE AND REDUCE THE LIMIT OF INSURANCE AVAILABLE TO PAY "DAMAGES".

VARIOUS PROVISIONS IN THE POLICY RESTRICT COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "Insured" means any person or organization qualifying as such under **Section II – Who Is An Insured**. Other words and phrases that appear in quotation marks have special meaning. Refer to **Section IV – Definitions**.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the Insured those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "occurrence". We will have the right and duty to defend the Insured against any "suit" seeking those damages, and will pay all "supplementary payments" incurred in defending such "suits" of which we have received notice. However, we will have no duty to defend the Insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **COMMON POLICY PROVISIONS ENDORSEMENT – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A and B**.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;
- (4) The "bodily injury" or "property damage" is not included within the "products-completed operations hazard"; and
- (5) A claim for "damages" because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under **Section III – Extended Reporting Periods**.



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- c. A "claim" by a person or organization seeking "damages" will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph a. above.
 - (3) If you become aware of an "occurrence" during the policy period that may reasonably be expected to give rise to a future "claim" covered by this Policy, and provide us with notice thereof in accordance with the provisions of **COMMON POLICY PROVISIONS ENDORSEMENT – CONDITIONS, 5. Duties In the Event of An Occurrence, Circumstance, Claim, or Suit**, then any "claim" which arises out of such "occurrence" which is first made;
 - (a) During the period of continuous coverage with us under policies providing the same type of coverage as this policy; or
 - (b) During the Basic Extended Reporting period provided in **Section III, Extended Reporting Periods**, paragraph 3.(a) of this Policy, shall be deemed to have been made at the time written notice of the "occurrence" was first received by us. No coverage is provided for fees, expenses or other costs incurred prior to the time such "occurrence" results in a "claim."

All "claims" for "damages" because of "bodily injury" to the same person, including "damages" claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury," will be deemed to have been made at the time the first of those "claims" is made against any insured.

All "claims" for "damages" because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured.

All "claims" based upon logically or causally connected facts, circumstances, situations, transactions, events, advice, decisions, acts, errors, omissions or "occurrences," shall be deemed to constitute a single "claim," shall be subject to a single Deductible and Each "Occurrence" or "Claim" Limit of Liability, and shall be deemed to have been first made on the date on which the first of all such logically or causally connected "claims" was made.

2. Exclusions

This insurance does not apply to:

a. Abuse And/Or Molestation

"Bodily injury" arising out of any:

- (1) Actual or threatened abuse or molestation, by anyone, of any person, including any person in the care, custody or control of any Insured; or,
- (2) Employment of, investigation of, supervision of, hiring of, retention of, discharge or the failure to discharge of, or the reporting or failing to report to the proper authorities of, a person for whom any insured is, or ever was, legally responsible, and whose conduct would be excluded in subparagraph (1) above.

b. Access or Disclosure of Confidential or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information. This exclusion applies to all sums claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense, incurred by you or by others, arising out of any access to or disclosure of any person's or organization's confidential or personal information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.

This exclusion also applies to any "supplementary payments" incurred in connection with any claim or "suit" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.



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c. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured or any employee, independent contractor or agent of any insured regardless of whether its in the course of business or not. Use includes operation and "loading or unloading."

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment."

d. Contractual Liability

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

- (1) That the Insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of "bodily injury" or "property damage," provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

e. Coverages Addressed By Other Coverage Parts

Any "bodily injury" or "property damage" expense or cost otherwise covered under any other Coverage Part or Section or endorsement attached to this Policy.

f. Cross Suits

Any demand or "suit" for damages initiated, alleged, or caused to be brought about by a Named Insured covered by this Policy against any other Named Insured.

g. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or



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- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

h. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the Insured;

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a sidetrack agreement.

i. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it

j. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

k. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

l. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the Insured arising out of and in the course of:
 - (a) Employment by the Insured; or
 - (b) Performing duties related to the conduct of the Insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity and to any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

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

m. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;



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- (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraphs (1) (a), (b), or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to:

- (1) "Bodily injury" resulting from the use of reasonable force to protect persons or property.
- (2) "Bodily injury" or "property damage" that is alleged to result from a known side effect or known adverse reaction.

o. Fungi Or Bacteria

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria by any Insured or by any other person or entity.
- (3) This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

However, this exclusion shall not apply to "bodily injury" arising out of the use of any of "your products" to the extent that such products are intended to include bacteria as part of the product.

p. Hazardous Materials

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, ingestion, inhalation, dispersal, seepage, migration, release or escape of "hazardous materials" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "hazardous materials"; or
 - (b) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "hazardous materials."
- (3) Any obligations to share damages with or indemnify another party whom must pay "damages" because of injury or damage relating to "hazardous materials."
- (4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs (1), (2), or (3) above.

This exclusion applies whether or not such "hazardous material(s)" has any function in your business, operations, premises, site or location.



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q. Human Clinical Trials

"Bodily injury" or "property damage" arising out of, relating to, or in any way connected with, any "human clinical trial."

r. Intentional, Fraudulent or Criminal Acts

"Bodily injury" or "property damage" that arises out of any actual or alleged violation of the Racketeer Influenced Corrupt Organizations Act (RICO) or any state analogue of RICO, or of any criminal or penal law or regulation, anti-trust statute, unfair competition statute or unfair business practice statute, or any rules or regulations promulgated thereunder, including any dishonest, fraudulent, criminal, malicious or intentionally wrongful act performed by any Insured, or performed by others acting with an Insured's consent.

s. Intentional Non-Compliance

"Bodily injury" or "property damage" that arises or is anyway related to any Insureds willful and intentional act of non-compliance with any rule or regulation as promulgated by the United States Food and Drug Administration or other governmental authority or regulatory body having jurisdiction or by any corresponding foreign regulatory body.

t. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

u. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

v. Nuclear Energy Liability

(1) "Bodily injury" or "property damage":

- (a) With respect to which an Insured under the Policy is also an Insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability; or
- (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or b. the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) "Bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

- (a) The "nuclear material" a. is at any "nuclear facility" owned by, or operated by or on behalf of, an Insured or b. has been discharged or dispersed therefrom;
- (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an Insured; or



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- (c) The "bodily injury" or "property damage" arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.
- (3) For the purposes of this exclusion, the following additional definitions apply:
- (a) "Hazardous properties" includes radioactive, toxic or explosive properties.
- (b) "Nuclear facility" means:
- (1) Any "nuclear reactor";
 - (2) Any equipment or device designed or used for:
 - a. Separating the isotopes of uranium or plutonium,
 - b. Processing or utilizing "spent fuel," or
 - c. Handling, processing or packaging "waste";
 - (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- (c) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- (d) "Property damage" includes all forms of radioactive contamination of property.
- (e) "Nuclear material" means "source material," "special nuclear material" or "by-product material."
- (f) "Source material," "special nuclear material" and "by product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- (g) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."
- (h) "Waste" means, for the purposes of the Nuclear Energy Liability exclusion, any waste material
- a. containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content,
 - and b. resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

w. Pending and Prior Litigation

Any "damages", loss, cost or expense arising out of any "claim," "suit," action, demand, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding which has commenced or is pending prior to the effective date of this insurance, and also does not apply to any future damages, loss cost or expense arising out of said pending or prior litigation.

This exclusion applies whether or not:

- (1) "Damages" continue or progress during the period of this insurance;
- (2) Ultimate liability has been established; or
- (3) The final amount of "damages," loss, cost or expense has been established.

x. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury."



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y. Pollution

- (1) "Bodily injury", or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any "damages" or "supplementary payments" arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects

z. Prior Acts

An "occurrence" that took place on or before the effective date of this Policy if your Chief Executive Officer, Chief Financial Officer, risk management department or the legal department including retained outside counsel on or before the effective date knew or could have reasonably foreseen that such "occurrence" did or is reasonably expected to give rise to a "claim" and failed to notify us prior to the effective date of this Policy; or in accordance with the **COMMON POLICY PROVISIONS ENDORSEMENT – COMMON POLICY CONDITIONS** of this Policy.

aa. Prior Notice

"Bodily injury" or "property damage" claims that have been the subject of any written notice given to the prior insurer on or before the effective date of this Policy.

ab. Professional Medical Services

"Bodily injury" or "property damage" arising out of the rendering or failure to render "professional medical services" by any person or organization, or any malpractice, error, act or omission that takes place in the rendering of or failure to render "professional medical services" or advice by any physician, resident, intern or other person or organization under contract or agreement with you to administer, oversee, direct, consult, advise or consult on or perform services for you. However, this exclusion does not apply to:

- (1) The rendering of first aid or emergency care.
- (2) Loss resulting from "your work" as a "life science products consultant".
- (3) Any loss where we specifically agree to provide coverage by endorsement to the Policy.

ac. Professional Services – Specified

Injury arising out of or resulting from:

- (1) The rendering of or failure to render any professional service by or for any Insured, including accounting, actuarial, architectural, engineering, insurance, legal, or surveying services;
- (2) The reporting of, or reliance upon, any test performed or work product provided in the following areas: accounting, actuarial, architectural, engineering, insurance, legal or surveying.

This exclusion applies regardless of whether a "claim" is made or "suit" is brought by a client of any Insured or by a person or organization that is not a client of any Insured, and applies regardless of whether such professional services are normally provided incident to any Insured's profession or business.

ad. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.



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ae. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
- (4) The Health Insurance Portability and Accountability Act (HIPPA), including any amendment of or addition to such law; or
- (5) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA or HIPPA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

af. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

ag. Workers' Compensation And Similar Laws

Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

ah. Unapproved Products

"Bodily Injury" or "property damage" arising out of any of "your products" distributed, handled, manufactured, sold, or disposed of by any insured before such goods or products have been approved, or after such goods or products have been declared unsafe, or have had any prior approval withdrawn, by the United States Food and Drug Administration or other governmental authority or regulatory body having jurisdiction, or by any corresponding foreign regulatory body.

ai. ACETAMINOPHEN EXCLUSION

Any liability based upon or arising out of or related to or in any way involving, either directly or indirectly, from in-utero ingestion of acetaminophen actually or allegedly causing neurodevelopmental disorders including but not limited to Autism Spectrum Disorder (ASD) and Attention Deficit Hyperactivity Disorder (ADHD).

Exclusions g. through j., l., m., o. through q., t. through v., y., ab. through ad. and af. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **COMMON POLICY PROVISIONS ENDORSEMENT – LIMITS OF INSURANCE**.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **COMMON POLICY PROVISIONS ENDORSEMENT – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.



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No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A and B.**

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:
- (1) The offense was committed in the "coverage territory";
 - (2) The offense was not committed before the Retroactive date, if any, shown in the Declarations or after the end of the policy period;
 - (3) A "claim" for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under **Section III – Extended Reporting Periods.**
- c. A "claim" by a person or organization seeking "damages" will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph a. above.
 - (3) If you become aware of an offense during the policy period that may reasonably be expected to give rise to a future "claim" covered by this policy, and provide us with notice thereof in accordance with the provisions of **COMMON POLICY PROVISIONS ENDORSEMENT – CONDITIONS, 5. Duties In the Event of An Occurrence, Circumstance, Claim, or Suit**, then any "claim" which arises out of such offense which is first made:
 - (a) During the period of continuous coverage with us under policies providing the same type of coverage as this policy; or
 - (b) During the Basic Extended Reporting period provided in **Section III, Extended Reporting Periods**, paragraph 3.a. of this policy, shall be deemed to have been made at the time written notice of the offense was first received by us. No coverage is provided for fees, expenses or other costs incurred prior to the time such offense results in a "claim."

All "claims" for "damages" because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those "claims" is made against any insured.

All "claims" based upon logically or causally connected facts, circumstances, situations, transactions, events, advice, decisions, acts, errors, omissions or "occurrences," shall be deemed to constitute a single "claim," shall be subject to a single Deductible and Each "Occurrence" or "Claim" Limit of Liability, and shall be deemed to have been first made on the date on which the first of all such logically or causally connected "claims" was made.

2. Exclusions

This insurance does not apply to:

a. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

b. Contractual Liability

"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

c. Coverage Addressed by Coverage A

Any "bodily injury" or "property damage" arising out of any "personal or advertising injury" offense, where said "bodily injury" or "property damage" would be excluded under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, with the exception of **Exclusion x. Personal and Advertising Injury.**



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d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Insured.

e. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.

f. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies whether the injury causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the Insured may be as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

g. Fungi or Bacteria

- (1) "Personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any Insured or by any other person or entity.
- (3) This exclusion does not apply to any "fungi" or bacteria that are on, or are contained in, a good or product intended for bodily consumption.

h. Hazardous Materials

- (1) "Personal and advertising injury" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, ingestion, inhalation, dispersal, seepage, migration, release or escape of "hazardous materials" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "hazardous materials"; or
 - (b) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "hazardous materials."
- (3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to "hazardous materials."
- (4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs (1), (2), or (3) above.



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This exclusion applies whether or not such "hazardous material(s)" has any function in your business, operations, premises, site or location.

i. Human Clinical Trials

"Personal and advertising injury" arising out of, relating to, or in any way connected with, any "human clinical trial."

j. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan.

k. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an Insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 20. a., b. and c. of "personal and advertising injury" as defined in the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

l. Intentional Non-Compliance

"Personal and advertising injury" that arises or is anyway related to any Insured's willful and intentional act of non-compliance with any rule or regulation as promulgated by the United States Food and Drug Administration or other governmental authority or regulatory body having jurisdiction or by any corresponding foreign regulatory body.

m. Internet Activities

"Personal and advertising injury" arising out of controlling, creating, designing or the development of another's internet site; including determining or providing the content or material of another's internet site; or controlling facilitating or providing, or failing to control, facilitate or provide, access to the internet or another's internet site; or the publication of content or material on or from the internet, other than material developed by you or at your direction.

n. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."

o. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication in any manner, of material whose first publication took place before the beginning of the policy period. This exclusion extends to all material in any publication taking place after the beginning of the policy period, where any part of that material is either identical, or substantially similar, to that contained in said first publication.

p. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the Insured with knowledge of its falsity.

q. Nuclear Energy Liability

- (1) "Personal and advertising injury":



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- (a) With respect to which an Insured under the Policy is also an Insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability; or
 - (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or b. the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (2) "Personal and advertising injury" resulting from "hazardous properties" of "nuclear material," if:
- (a) The "nuclear material" a. is at any "nuclear facility" owned by, or operated by or on behalf of, an Insured or b. has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an Insured; or
 - (c) The "personal and advertising injury" arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c) applies only to "personal and advertising injury" to such "nuclear facility" and any property thereat.
- (3) For the purposes of this exclusion, the following additional definitions apply:
- (a) "Hazardous properties" includes radioactive, toxic or explosive properties.
 - (b) "Nuclear facility" means:
 - 1. Any "nuclear reactor";
 - 2. Any equipment or device designed or used for:
 - a. Separating the isotopes of uranium or plutonium,
 - b. Processing or utilizing "spent fuel," or
 - c. Handling, processing or packaging "waste";
 - 3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- (c) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
 - (d) "Nuclear material" means "source material," "special nuclear material" or "by-product material."
 - (e) "Property damage" includes all forms of radioactive contamination of property.
 - (f) "Source material," "special nuclear material" and "by product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - (g) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."
 - (h) "Waste" means, for the purposes of the Nuclear Energy Liability exclusion, any waste material a. containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and b. resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."



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r. Pending and Prior Litigation

Any "damages", loss, cost or expense arising out of any "claim", "suit", action, demand, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding which has commenced or is pending prior to the effective date of this insurance, and also does not apply to any future "damages", loss, cost or expense arising out of said pending or prior litigation.

This exclusion applies whether or not:

- (1) "Damages" continue or progress during the period of this insurance;
- (2) Ultimate liability has been established; or
- (3) The final amount of "damages", loss, cost or expense has been established.

s. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

t. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

u. Professional Services – Specified

"Personal and advertising injury" arising out of or resulting from:

- (1) The rendering of or failure to render any professional service by or for any Insured, including accounting, actuarial, architectural, engineering, insurance, legal, or surveying services;
- (2) The reporting of, or reliance upon, any test performed or work product provided in the following areas: accounting, actuarial, architectural, engineering, insurance, legal or surveying.

This exclusion applies regardless of whether a claim is made or "suit" is brought by a client of any Insured or by a person or organization that is not a client of any Insured, and applies regardless of whether such professional services are normally provided incident to any Insured's profession or business.

v. Prior Acts

An "occurrence" or "circumstance" that took place on or before the effective date of this Policy if your Chief Executive Officer, Chief Financial Officer, risk management department or legal department, including retained outside counsel, on or before the effective date of this Policy, knew, or could have reasonably foreseen, that such "occurrence" was reasonably expected to give rise to a "claim", and failed to notify us prior to the effective date of this Policy in accordance with COMMON POLICY PROVISIONS ENDORSEMENT – CONDITIONS, 5. Duties In the Event of An Occurrence, Circumstance, Claim, or Suit.

w. Prior Notice

"Personal and advertising injury" claims that have been the subject of any written notice given to the prior insurer on or before the effective date of this Policy.

X. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."

y. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:



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- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
 - (4) The Health Insurance Portability and Accountability Act (HIPPA), including any amendment of or addition to such law; or
 - (5) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA or HIPPA and their amendments and additions that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- z. Unauthorized Use Of Another's Name Or Product**
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- aa. War**
"Personal and advertising injury," however caused, arising, directly or indirectly, out of:
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- ab. Workers' Compensation And Similar Laws**
Any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- ac. Wrong Description Of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement."
- ad. Acetaminophen**
Any liability based upon or arising out of or related to or in any way involving, either directly or indirectly, from in-utero ingestion of acetaminophen actually or allegedly causing neurodevelopmental disorders including but not limited to Autism Spectrum Disorder (ASD) and Attention Deficit Hyperactivity Disorder (ADHD).

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay "supplementary payments," with respect to any "claim" we investigate or settle, or any "suit" against an Insured we defend:
- a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable defense expenses incurred by the Insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
 - f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



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- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

2. If we defend an Insured against a "suit" and an indemnitee of the Insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the Insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
 - e. The indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as "supplementary payments." Notwithstanding the provisions of Paragraph 2.d.(2) of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, such payments will be deemed to be damages for "bodily injury" and "property damage" and will reduce the limits of insurance.

Our obligation to defend an Insured and/or Insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
- a. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an Insured. Your members are also Insureds, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an Insured. Your "executive officers" and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
- a. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.



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However, none of these "employees" or "volunteer workers" are Insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
4. Any person or organization that is a vendor of "your product" is an insured under this Policy for the vendors' liability for "damages" covered under this Policy only if:
- a. You are required to add the vendor as an insured for such loss pursuant to a written contract or agreement to provide such person or organization with such coverage, and then only to the extent of such vendor's liability for "damages" resulting from the distribution or sale of "your products" in the regular course of such vendor's business. Such vendors are insureds only to the extent required by the contract or agreement; however, in no event shall the extent of coverage or the limits of insurance be greater than that provided for under this Policy.
 - b. Vendors are not insureds in the following circumstances:
 - (1) Any assumption of liability by the vendor in any contract or agreement; provided, however, this provision shall not apply to any liability for "damages" that such vendor would have in the absence of such contract or agreement;
 - (2) Vendors rendering or failing to render professional services or "professional medical services";
 - (3) A vendor intentionally making a physical or chemical change in "your product";
 - (4) A vendor failing to make agreed upon inspections, adjustments, tests or servicing in the usual course of its business operations in conjunction with the distribution or sale of "your products";



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- (5) Any repackaging of "your product" unless unpacked solely for the purpose of inspection, demonstration, or testing, or the substitution of parts under the instruction of the manufacturer and then repackaged in the original container;
 - (6) A vendor performing a demonstration, installation, servicing or repair operations, except such operations performed at the vendors premises in connection with the sale of "your product";
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor;
 - (8) An "occurrence" which is the result of the sole negligence of the vendor, its employees, or anyone acting on its behalf;
 - (9) The sale or distribution of "your product" under the name of the vendor;
 - (10) If the vendor is the same person or organization from which you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing "your product";
 - (11) Any warranty or representation unauthorized by you; or
 - (12) If the vendor dispenses, distributes, furnishes or sells a drug, "biologic", "medical device", dietary supplement, cosmetic, cosmetic drug or medical food to any health care provider for the purpose of providing "professional medical services" to others.
5. Any person or organization that is a "life science products consultant" is an insured under this Policy for the "life science products consultant's" liability for "damages" covered under this Policy, subject to the following:
- (a) A "life science products consultant" is not an insured under this Policy unless:
 - (1) The injury or damage arises directly out of the use of "your products";
 - (2) The injury or damage does not arise out of such person's or organization's willful violation of any law;
 - (3) The liability for such injury or damage has been assumed by you in a written contract or agreement with such person or organization;
 - (4) The injury or damage does not involve any representation or warranty unauthorized by you; and
 - (5) Any physical or chemical change in your product was not made intentionally by such person without your consent.
 - (b) No "life science products consultant" is an insured under this Policy:
 - (1) When the "life science products consultant" agrees to the assumption of liability in a contract or agreement with a person or organization other than you, provided however, this provision shall not apply to any liability for "damages" they would have in the absence of such contract or agreement; or
 - (2) When liability for such injury or damage arises out of the "life science products consultant's" sole negligence.
6. (a) Any person or organization not otherwise identified as an insured under any other provision of this Policy, or any endorsement attached thereto, is an insured for liability for "damages" because of "bodily injury" or "property damage" included within the "products-completed operations hazard" and caused by an "occurrence",

but only if:



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- (1) You have agreed to add such person or organization as an additional insured for such "damages" pursuant to a written contract or agreement you entered into with the person or organization prior to the event which resulted in the "damages" for which coverage is sought; and
 - (2) Such person or organization is vicariously liable for "your work" or "your product", and is not at fault, either in whole or in part by reason of the negligence or other action or failure to act of such person or organization.
- (b) Persons or organizations falling within 6.a. are additional insureds only to the extent, and for the limits of insurance, required by the contract or agreement; however, the following shall also apply:
- (1) In no event shall the extent of coverage or the limits of insurance be greater than that provided for under this Policy;
 - (2) No such person or organization is an additional insured with respect to liability for which the person or organization has agreed to assume the liability of another to pay "damages", unless the person or organization would be liable in the absence of such agreement; and
 - (3) If a person or organization is an insured under this Paragraph 6., then the term "you" or "your" as used in all exclusions applicable to this Policy shall also mean such person or organization, and all exclusions applicable to you shall also apply to such person or organization.
7. Except to the extent set forth above, no person or organization is an insured with respect to the conduct of any person, organization or current or past partnership, joint venture, or limited liability company that is not designated as a Named Insured in the Declarations.

SECTION III – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled, other than by reason of non-payment of premium, or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury," "property damage" or "personal and advertising injury" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for "bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations, or "personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Sixty (60) days with respect to any "claims" because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with the provisions of **COMMON POLICY PROVISIONS ENDORSEMENT – CONDITIONS, 5. Duties In the Event of Occurrence, Circumstance, Claim, or Suit**;
 - b. Sixty (60) days with respect to any "claims" because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with the provisions of **COMMON POLICY PROVISIONS ENDORSEMENT – CONDITIONS, 5. Duties In the Event of Occurrence, Circumstance, Claim, or Suit**; and

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims."
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.



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5. A Supplemental Extended Reporting Period of up to five (5) years is available, but only by an endorsement and for an extra charge. This supplemental period, if purchased, starts at the end of the policy period, superseding the sixty (60) day Basic Extended Reporting Period, set forth in Paragraph 3. above, and applies to "claims" for "occurrences" or offenses that were not previously reported to us in accordance with the provisions of **COMMON POLICY PROVISIONS ENDORSEMENT – CONDITIONS, 5. Duties In the Event of Occurrence, Circumstance, Claim, or Suit.**

The "First Named Insured" must give us a written request for the endorsement within sixty (60) days after the end of the policy period. If the "First Named Insured" does not provide such notice within the sixty (60) days period, the Supplemental Extended Reporting Period may not be purchased after such sixty (60) days period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium within sixty (60) days after the end of the policy period. Once in effect, the Supplemental Extended Reporting Period may not be cancelled and the premium shall be fully earned.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the Limits of Insurance.

SECTION IV – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

3. "Biologic" means any product consisting of, or derived from, a living organism or its byproducts, and administered orally, topically or via injection, to diagnose, cure, treat, prevent or mitigate sickness, disease or any adverse health condition. A "biologic" includes, but is not limited to, an antigen, antibody, globulin, vaccine, serum, allergenic, somatic cell, recombinant therapeutic protein, tissue, or living cell, when administered and used as stated in the previous sentence.
4. "Black box warning" means a written warning regarding drugs that have a special problem, particularly ones that may lead to death or serious injury, within a box delineated within the prescribing information provided with the drug.
5. "Bodily Injury" means physical injury, sickness or disease including any mental injury, mental anguish, shock or death if directly resulting from this physical injury, sickness or disease.
6. "Circumstance" means:

Any of the following actions, events or happenings:

 - a. A "Class I Product Recall" with respect to "your product" or "your work", including, but not limited to:
 - (1) "Your product" that has been sold by other than you, others trading under your name, or a person or organization whose assets you have acquired;
 - (2) Any product containing "your product"; or



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- (3) Any product where "your work" was performed in connection with such product;
 - b. The addition of or change to a "black box warning" regarding any product referenced in 4. a. (1)-(3) above;
 - c. The issuance of a Dear Healthcare Professional, Dear Doctor, or similar letter regarding any product referenced in 4. a. (1)-(3) above advising that a "serious adverse event" could occur;
 - d. Any criminal investigation of any insured related to "your product" or "your work";
 - e. The knowledge by your Chief Executive Officer, Chief Financial Officer, risk management department or legal department, including retained outside counsel, of the happening of a "serious adverse event" in connection with, or arising out of "your product" or "your work";
 - f. A defect or malfunction in "your product" or an error in "your work" that is described or otherwise set forth in a document, electronic communication, or other tangible recording medium in the possession of, or otherwise known by, your Chief Executive Officer, Chief Financial Officer, risk management department or legal department, including retained outside counsel, where the continued use of, or exposure to, "your product" or "your work", without correction, gives rise to a reasonable likelihood that such continued use or exposure may cause a "serious adverse event"; or
 - g. The issuance of a "medical device" safety alert regarding "your product" or any product where "your work" was performed on or in connection with it, including where the relevant regulatory authority has determined that the "medical device" may present an unreasonable risk of substantial harm;
 - h. The knowledge, as of the effective date of the Policy, by your Chief Executive Officer, Chief Financial Officer, risk management department or legal department, including retained outside counsel, of any facts or events that could reasonably have been expected to give rise to a "claim" under the Policy.
 - 7. "Claim" means a written demand for money, or the initiation or filing of "suit", by or on behalf of a person or organization because of alleged injury to which this insurance applies. "Claim" does not include proceedings seeking injunctive or other non-pecuniary relief, or administrative proceedings before any local, state, national or international regulatory body of any kind. The date of the first written demand to any insured shall represent the date that the "claim" is first made against the insured.
 - 8. "Class I Product Recall" means:
 - a. A Class I Product Recall as defined by the applicable governmental authority in the United States, to include any situation in which there is a reasonable probability that the use of or exposure to a volatile product will cause serious adverse health consequences or death;
 - b. The equivalent recall provision outside of the United States, which provision addresses the removal of "your product", or a product in which "your product" is a component or on which "your work" was performed, from the market, or a correction of such product, because there is a reasonable probability that the continued use of, or exposure to, such product, without correction, will cause serious adverse health consequences or death.
 - 9. "Coverage Territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. Anywhere else in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America if the "bodily injury" or "property damage" arises out of goods or products made or sold by you in the territory described in a. above, or if the "personal and advertising injury" offense takes place through the internet or similar electronic means of communication, provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
- If coverage for a claim under this Policy is in violation of any United States of America's Economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) then coverage for that claim shall be null and void.
- 10. "Damages" means a monetary judgment, award or settlement for:
 - a. Compensatory "damages".
 - But does not include:
 - (1) Punitive, exemplary and multiplied "damages
 - (2) Fines, taxes or penalties;
 - (3) Injunctive or equitable relief;
 - (4) The return of fees or charges for services rendered or the return of the cost of "your product" or "your work";
 - (5) Expenses incurred by the insured for redesign, changes, additions or remedies to or for "your product" or "your work" resulting from or necessitated by a "claim";
 - (6) An award of attorneys' fees incurred by a person or organization making a "claim" for injuries covered under this Policy; or



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- (7) The time and expense incurred by an insured in assisting in resolving a "claim".
11. "Employee" means any natural person who receives remuneration directly from you and whose work is controlled and directed by you. Employee includes a "leased worker" but does not include a "temporary worker."
 12. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 13. "First Named Insured" means the Named Insured first listed in the Declarations and shall not include any Named Insured added as such by endorsement.
 14. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
 15. "Hazardous Materials" means toxic substances, lead, asbestos, silica and materials containing them.
 16. "Human Clinical Trial" means any study involving the testing of material to establish the effectiveness, safety or effects of a "pharmaceutical," "biologic" or "medical device" on humans, including all activities with respect to screening and enrolling subjects for the study. This includes dietary supplements, cosmetic, cosmetic drug or medical food testing on humans.
 17. "Impaired Property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
 18. "Insured contract" means that part of any written or signed contract or agreement pertaining to your business under which you assume the tort liability of another party to pay for "bodily injury" or property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

"Insured contract" does not include that part of any contract or agreement:

 - a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - c. Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection, architectural or engineering activities.
 19. "Leased Worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
 20. "Loading or Unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."



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21. "Life science products consultant" means any person or organization, other than your "employees" or subsidiaries and other than in connection with a "human clinical trial", that has been engaged to provide clinic design, development review, laboratory or research service, advice or instruction, or that has been engaged to provide service, advice or instruction in connection with the dispensing, distribution or furnishing for sale of a "pharmaceutical", "biologic", "medical device", dietary supplement, cosmetic, cosmetic drug or medical food.
22. "Medical Device" means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or similar or related item that is used to diagnose, prevent, or treat disease or other conditions, and does not achieve its purposes through chemical action within or on the body.
23. "Medical sales consultant" means an entity or individuals (other than you or your "employees") providing advice or demonstrating procedures in connection with the sale or distribution of "your products", provided that such consultant does not render any direct patient care or "professional medical services".
24. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."
25. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
26. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;



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- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."
27. "Pharmaceutical" means any substance intended for use in the medical diagnosis, cure, treatment, or prevention of disease which can be administered orally, topically or via injection, including a drug, medicine, medication, or chemical substances.
28. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
29. "Products-Completed Operations Hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
230. "Professional Medical Services" means:
- a. The providing of:
 - (1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - (2) Any health or therapeutic service, treatment, advice or instruction; or
 - (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - c. Clinical testing performed in connection with the services, treatment, advice or instruction, or the furnishing or dispensing activities described in Paragraph a. and b. above; and
 - d. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.
31. "Property Damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.



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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

32. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.
33. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
34. "Volunteer Worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
35. "Your Product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
36. "Your Work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work," and
 - (2) The providing of or failure to provide warnings or instructions.



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EFFECTED WITH:

100.00% Newline Lloyd's Syndicate No.1218

100.00% of our 100.00% order

S.T. Mackley

AUTHORISED SIGNATORY – International Risk Solutions Ltd

[Signature]

AUTHORISED SIGNATORY – International Risk Solutions Ltd

Important: **Please examine this document carefully and if either the cover does not comply with your requirements or the security is unacceptable, please advise us immediately. This Cover Note is subject to the terms and conditions of the policy to be issued.**

Please note that in the event of an incident occurring which may give rise to a claim hereon it is the obligation of the Named Insured/Assured herein to submit notification promptly and disclose all material facts thereto.

Please note that where this document contains a Premium Payment “Warranty”, failure to comply with the terms and conditions contained and detailed therein will result in cancellation of the insurance coverage herein provided.

ARTICLES OF INCORPORATION

OF

HEARTS IN SERVICE ASSOCIATION, INC.

We the undersigned, for the purposes of associating to establish a non-profit corporation for the transaction of the business and the promotion and conduct of the objects and purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the Virgin Islands of the United States, and particularly the Non-profit Corporation Law of the Virgin Islands (Chapter 3, Title 13, Virgin Islands Code), as the same may be amended from time to time, do make and file these articles of incorporation in writing and do hereby certify:

All of the definitions of the Non-Profit Corporation Law (Title 13, Chapter 3, Virgin Islands Code) of the United States Virgin Islands will apply, except when specifications unique to our corporation is required, such "ASSOCIATION" will refer to this "CORPORATION"

ARTICLE I

The name of the corporation is **HEARTS IN SERVICE ASSOCIATION, INC.**

ARTICLE II

PRINCIPAL OFFICE

The principal street address of the Corporation shall be located at # 8A New Quarter Hospital Ground, St. Thomas, United States Virgin Islands, 00802. The name of the resident agent of the Corporation is, Ruthlyn Archibald White, and her address is Estate Dorothea 17A -1, St. Thomas, Virgin Islands, 00802.

ARTICLE III

The nature of the business of the Corporation and the objects or purposes to be transacted, promoted or carried on by it as follows: This Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed is to improve the quality of life for the homeless population, by providing a safe and healthy environment, provision of an educational structure, to assist victims of domestic violence, people with disability, senior citizens, and other supportive services.

The Corporation shall have the following powers:

- A. To fix, levy, collect and enforce payment by any lawful means of charges or assessments to pay all expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

**ARTICLES OF INCORPORATION OF:
HEARTS IN SERVICE ASSOCIATION, INC.**

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- B. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- C. To provide a unified and harmonious voice to represent the Association within its rights as an organized body;
- D. The Corporation shall have all necessary powers to achieve the objects and purposes for which it was formed, including but not limited to the powers to borrow and raise money, to negotiate and enter into contracts and to receive funds from any appropriate source, person or instrument ability and maintain same;
- E. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the Territory of the Virgin Islands of the United States by law may now or hereafter have or exercise.
- F. Provide information, advice, support and encouragement to the Association. Promote the exchange of ideas among its members; conduct seminars, workshops, support and discussion groups and all other activities for the benefit of members of the Association;

The identification and unification of HEARTS IN SERVICE ASSOCIATION, INC., are:

- A. To establish a working relationship among the Association members and the community at large;
- B. To assist where possible in the development and well being of this community
- C. To support and carry out the programs, purposes, aims and goals of the Association;

ARTICLE IV

The incorporators of the Corporation are as follows:

Annette Hendrickson
Hospital Ground #324
St. Thomas, Virgin Islands, 00802

Joseph McDonald Henry
Estate Annas Retreat #173C-47
St. Thomas, Virgin Islands, 00802

Valerie Daley

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Savan Vester Gade 13AA
St. Thomas, V.I. 00801

Paulette Rawlins
Estate Thomas 14QS
St. Thomas, V.I. 00801

Hasina George
Oswald Harris Court B/41 A/292
St. Thomas, V.I. 00801

Judith Christian
Estate Mariendahl 2B-43
St. Thomas, V.I. 00801

Elvin Fahie
Estate Nadir 19AA-2
St. Thomas, V.I. 00801

Wayne Rawlins
Estate Thomas 14QS
St. Thomas, V.I. 00801

Cascilla Dumas
Estate Fortuna 77-36
St. Thomas, V.I. 00801

ARTICLE V

Board of Directors

Chairwoman Board of Directors	Ruthlyn White	Estate Dorothea 17A-1
Past President	Annette Hendrickson	Hospital Ground #324 St. Thomas, V.I. 00802
Vice-Chairman	Joseph M. Henry	Estate Annas Retreat 173C St. Thomas, V.I. 00802
Board of Directors	Pedro Williams, Esq.	18BKronprindsens Gade St. Thomas, V.I. 00802
Treasurer	Hasina George Harris	Oswald Harris Bldg. 41, Apt. 292 St. Thomas, V.I. 00802

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Secretary	Judith Christian	Estate Mariendahl 2B-43 St. Thomas, V.I. 00802
Board of Directors	Denise Green	14R-8 Estate Thomas St. Thomas, U.S. V.I. 00802
Board of Directors	Clarence Scipio	No. 207 Hospital Ground
Board of Directors	Sophia Archibald	No. 16 Estate Ross Taannaberg

ARTICLE VI

MEMBERSHIP SHALL BE OPEN TO ALL PERSONS WITH AN INTEREST IN THE ASSOCIATION GOALS AND OBJECTIVE IRRESPECTIVE OF RACE, COLOR, SEX, AGE, NATIONAL ORIGIN, HANDICAP, AND POLITICAL AFFILIATION. THERE SHALL BE THREE TYPES OF MEMBERSHIP: REGULAR MEMBERS, ASSOCIATE MEMBERS, AND HONORARY MEMBERS. ONLY REGULAR MEMBERS CAN VOTE. REGULAR MEMBERS CAN HOLD AN EXECUTIVE POSITION ONLY AFTER ONE (1) FULL YEAR IN THE Association. Base on terms and conditions only those persons who shall qualify for membership according to the provisions of the Bylaws shall become members. Classes of membership and members qualified to vote shall be as determined in accordance with the Bylaws.

1. Regular Membership shall consists of those who are presently a part of the Association
2. Associate Members shall be conferred upon application or request from a standing member of the Association

Honorary Membership shall be open to former members of the Association upon departure, and to others who have supported the Association with outstanding services.

ARTICLE VII

This Corporation shall commence immediately upon the filing of these Articles of Incorporation, and its life shall be perpetual existence.

ARTICLE VIII - OFFICERS

The affairs of this Corporation shall be managed by the Board of Directors consisting of not less than seven (7), nine (9) members the most, and shall be elected every two (2) years. The number of officers, the time of their election, their term of office, their duties and powers, and the mode and manner of their removal shall be as determined by the Bylaws of the Association.

The Officers of the Corporation shall be the President, First Vice President, Second Vice President, Chief Financial Officer (Treasurer), Secretary, Executive Director, Education and Public Affairs Officer, and Social Affairs Officer and such other officers or assistant officers, the

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HEARTS IN SERVICE ASSOCIATION, INC.**

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officers of the corporation shall be elected every two(2) years and may be appointed in accordance with the Bylaws.

ARTICLE IX

The Board of Directors shall have authority over the funds and property of the Association and shall have the authority to invest funds, subject to the applicable laws of the Virgin Islands Code.

The Organization is organized exclusively for charitable, religious, education, and/or scientific purposes under section 501 (c) (3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), including for such purposes, to serve as an association of the territorial and local advocacy groups dedicated to promote human development.

ARTICLE X

The Board of Directors consists of 2/3 of the members may authorize any officer or agency of the Corporation to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance. Unless so authorized by the Board, no officer, agent, or employee shall have the power or authority to bind the Corporation by any contract or agreement, or to pledge its credit or render it liable for any purpose or any amount, except in the usual course of the Corporation's operations as customarily conducted.

ARTICLE XI

The Corporation shall not intervene in any political campaign on behalf of any candidate or public office; however, it may have permission to engage in any amount of legislative activity germane to the common business interests of the Association.

ARTICLE XII

No part of the net earnings of this Corporation shall benefit any private shareholder or individual. The property of this Corporation is irrevocably dedicated to the promotion of the Association skills and upon dissolution of the corporation, after providing for debts and obligations thereof, the remaining assets will be distributed among the members in accordance with the provisions of Title 13, Section 492(c), Virgin Islands Code.

ARTICLE XIII

The Corporation reserves the right to amend, repeal, alter or modify any provisions contained in these Articles of Incorporation in the manner prescribed by the laws of the United States Virgin Islands.

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HEARTS IN SERVICE ASSOCIATION, INC.**

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All rights conferred upon members by these Articles of Incorporation are granted subject to reservation.

ARTICLE XIV

The Corporation is organized and shall be operated exclusively for homelessness, educational programs, people with disability, provide serve to victims of domestic violence, counseling and other public services activities deem necessary, which purposes within the meaning of the Internal Revenue Code, Section 501(c)(3) and its Regulations, as may be amended from time to time; and it is authorized to receive and maintain funds; to have, hold, manage and sell the same; to change the investments thereof, to invest and reinvest the proceeds thereof; and to collect and receive the income and profits thereof; and to apply the income and principal to the aid and assistance of any and all of the educational purposes and activities of the Corporation; and to engage in any lawful act or activity for which Non profit Corporations may be organized under the Non profit Corporation Law of the United States Virgin Islands.

The foregoing provisions shall be constructed both as purposes and powers. The foregoing enumeration of specific purposes and powers shall not be held to limit or restrict in any manner the purposes and powers of the Corporation, and the purposes and powers herein specified shall except when otherwise provided, be in any way limited or restricted by reference to, or inference from the terms of any provisions of this or any other section or article of these Articles of Incorporation.

ARTICLE XV

All of the assets and earnings of the Corporation shall be used exclusively for the purposes as set above, including the payment of expenses incidental thereto, and no part of the net earnings shall inure to benefit of any private member or individual, and no part of the activities of the Corporation shall be for propaganda or attempting to influence legislation.

Notwithstanding any other provision of this Certificate:

1. The Corporation shall distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by the Internal Revenue Code, Section 4942, or corresponding provisions of any subsequent Federal Tax Laws.
2. The Corporation shall not engage in any act of self-dealing as defined in the Internal Revenue Code, Section 4951(d), or corresponding provisions of any subsequent Federal Tax Laws.
3. The Corporation shall not retain any excess business holdings as defined in the Internal Revenue Code, Section 4943(c), or corresponding provisions of any subsequent Federal Tax Laws.

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4. The Corporation shall not make any investments in such manner as to subject it to tax under the Internal Revenue Code Section 4944, or corresponding provisions of any subsequent Federal Tax Laws.
5. The corporation shall not make any taxable expenditure as defined in the Internal Revenue Code Section 4945(d), or corresponding provisions of any subsequent federal Tax laws.

ARTICLE XVI

The private property of the incorporators and members shall not be liable for the debts of the Corporation. The highest amount of indebtedness to which the corporation shall at any time be subject shall be \$1,000 thousand

ARTICLE XVII

The number of directors constituting the entire Board shall not be less than seven (7), and subject to such minimum, may be increased or decreased from time to time by amendment of the Bylaws in a manner not prohibited by law. The Directors shall be elected in the manner for the term provided in the Bylaws. The Board of Directors may hold regular or special meetings within or out of the Territory or by telephone conference mechanism, provided all directors shall have received requisite notice of such meeting as provided in the Bylaws.

ARTICLE XVIII

No contract or other transaction between the Corporation and any other corporation or individual, whether or not such other corporation or individual is related to the Corporation through the direct or indirect membership, contribution, or participation in the activities of the Corporation, and in no other act of the Corporation shall, in the absence of fraud, in any way be affected or invalidated by the fact that any of the Directors of the Corporation are pecuniary or otherwise interested in, or are directors or officers of, such other corporation or by the fact that such other corporation is so related to the Corporation. Any Director of the Corporation individually, or any firm or association of which any Director may be a member, may be a party to, or may be pecuniary or otherwise interested in, any contract or transaction of the Corporation, provided that the fact that individually or such firm or association is so interested shall be disclosed or shall have been known to the Board of Directors or a majority of such members thereof as shall be present at any meeting of the Board of Directors, at which action upon any such contract or transaction shall be taken.

ARTICLE XVIII

The Directors of the Corporation shall be elected every three years at the annual meeting of the Corporation as set forth in the Bylaws.

ARTICLES XX

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Bylaws, Rules and Regulations shall be promulgated by the Corporation for orderly conduct of its business.

ARTICLE XXI

The Corporation is organized exclusively to address homelessness, provision of services to victims of domestic violence, people with disability, senior citizens, educational programs, and other public services, purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, (or corresponding section of any future Federal tax code.)

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501(c)(3) purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or

intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from Federal Income Tax under Section 501(c) (3) of the Internal Review Code (or corresponding section of any future federal tax code) or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code.)

ARTICLE XXII

Upon dissolution of this Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, i.e. charitable or education or corresponding section of any future federal tax code, or shall be distributed to the Federal Government, or to a state or local government for public purpose.

However, if the named recipient is not then in existence or no longer a qualified distributee, or unwilling or unable to accept the distribution, then the assets of this Corporation shall be distributed to a fund, foundation or corporation organized and operated exclusively for the purposes specified in Section 501(c) (3) of the Internal Revenue Code (or corresponding section of any future Federal Tax Code).

ARTICLE XXIII - AMENDMENTS

The Corporation reserves the right to amend, alter, change, or repeal any or all of the provisions contained in these Articles of Incorporation by the vote of two-thirds (2/3) of the members present which represent at least eleven standing regular participants, and who vote at

**ARTICLES OF INCORPORATION OF:
HEARTS IN SERVICE ASSOCIATION, INC.**

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annual meetings of the Corporation, or any special meeting of the membership called for that purpose.

ARTICLE XXIV

No part of the earnings of the Corporation may inure to the benefit of any private member or individual within the meaning of the Internal Revenue Code Section 501(c) (3) is now in force or hereafter amended.

IN WITNESS WHEREOF, we, the undersigned, subscribe our names to these Articles of Incorporation of Hearts In Service Association, Inc. are acknowledge and signed by the incorporators hereinabove named this 9th day of January, 2010

WITNESSES:

Jhonessa Smith

Ruthlyn White
Ruthlyn White, Board of Directors

Ch. C. L. S.

Paulet Rawlins
Paulet Rawlins, Incorporator

Paul L. Camp, Sr.

Joseph McDonald Henry
Joseph McDonald Henry, Board of Director

Hasina George Harris

Hasina George Harris
Hasina George Harris, Board of Director

TERRITORY OF THE VIRGIN ISLANDS)
JUDICIAL DISTRICT OF ST. THOMAS) ss:
AND ST. JOHN)

On this 9th day of JANUARY, 2010, before me the undersigned officer, personally appeared, satisfactorily identified to me to be the persons whose names are subscribed to the **ARTICLES OF INCORPORATION** of the **HEARTS IN SERVICE ASSOCIATION, INC.** and acknowledged that they executed the same for the purposes therein contained.

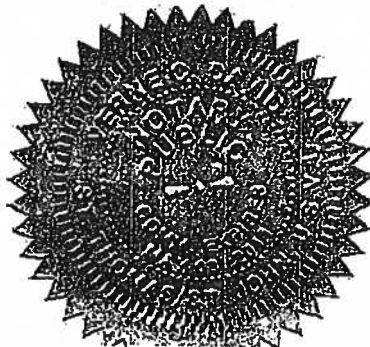
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public

NP: 125-07

Commission Expires: May 3 2011



GOVERNMENT OF C-284-2004
THE VIRGIN ISLANDS OF THE UNITED STATES

CHARLOTTE AMALIE, ST. THOMAS

On All To Whom These Presents Shall Come:

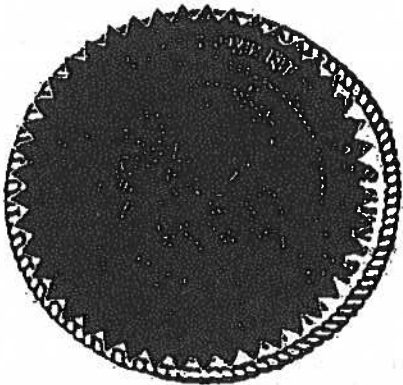
I, the undersigned, **LIEUTENANT GOVERNOR**, do hereby certify that

HEARTS IN SERVICE ASSOCIATION, INC.
NON-PROFIT

of the Virgin Islands filed in my office on March 2, 2004 as provided
for by law. Articles of Incorporation, duly acknowledged:

WHEREFORE the persons named in the said Articles, and who have
signed the same, and their successors, are hereby declared to be from the
date aforesaid, a corporation by the name and for the purposes set forth in
said Articles, with the right of succession as therein stated.

Witness my hand and the Seal of the Government
of the Virgin Islands of the United States, at Char-
lotte Amalie, St. Thomas, this 2nd day of
March, A.D. 2004



Vargrave A. Richards
VARGRAVE A. RICHARDS

Lieutenant Governor for the Virgin Islands